Tender for Licensing of Bare Spaces for commercial utilization at INA, Kalindi Kunj & Hauz Khas Metro Stations of Line- 7& 8 of DMRC

(Tender Document)
Tender No. 12078001/BS

JANUARY 2020

Property Business Wing
Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-110001
India
Tender for Licensing of Bare Spaces for commercial utilization at INA, Kalindi Kunj & Hauz Khas Metro Stations of Line- 7 & 8 of DMRC

Tender Document Cost: Rs. 20,000+3,600=Rs.23,600/- as mentioned in NIT and tender document. Tender Document cost is non refundable.
DISCLAIMER

I. This Tender Document for “Licensing of Bare Spaces for commercial utilization at INA, Kalindi Kunj & Hauz Khas Metro Stations of Line-7 & 8 of DMRC” contains brief information about the available space, Qualification, Eligibility Requirements and the Selection process for the successful bidder. The purpose of the Tender document is to provide bidders with information to assist the formulation of their bid application (the ‘Bid’).

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

III. This Tender Document does not purport to contain all the information that each Bidder may require in this regard. This Tender Document has been prepared with a view to provide the relevant information about the said bare spaces available at INA, Kalindi Kunj & Hauz Khas Metro Stations of Line-7 & 8 of DMRC. And each Bidder is advised to conduct their own investigations and analysis and satisfy themselves of the accuracy, reliability and completeness of the information in this Tender Document and to obtain independent advice from appropriate sources for preparation of its bid. DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy, reliability or completeness of the information provided in this Tender Document.

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

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

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

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

INTRODUCTION

1.1 Delhi Metro Rail Corporation Ltd. (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) has completed the Phase I and Phase II of the Delhi Metro and is currently engaged in the final stages of completion of Phase III of the MRTS project.

1.2 As part of its existing mandate Delhi Metro Rail Corporation Ltd. (DMRC) has also undertaken to capture value from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation, and on the other hand facilitating DMRC commuters by providing one stop solution for most of their needs. It also provides incentive for private sector participant developers. Through this Bid, DMRC intends to select a ‘Licensee’ to take up on ‘License basis’ the bare spaces as mentioned in annexure-1.

1.3 The offered spaces are ideal for food courts/ restaurants and other commercial usages. One can participate for one schedule, two schedules and all the schedules offered as per their eligibility. The details of the tendered area for licensing are as under:

<table>
<thead>
<tr>
<th>Schedule-1</th>
</tr>
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<tbody>
<tr>
<td>S/N</td>
</tr>
<tr>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Schedule-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>S/N</td>
</tr>
<tr>
<td>1</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Schedule-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>S/N</td>
</tr>
<tr>
<td>1</td>
</tr>
</tbody>
</table>

1.4 The information document covering the purpose of the license, details of space available at depot etc. may be downloaded from the website https://eprocure.gov.in/eprocure/app.
CHAPTER 2

NOTICE INVITING TENDER (BID)

2.1. DMRC invites open E-Tenders/bids from suitable Bidders who may be a sole proprietorship firm, a partnership firm or a company having registered office in India & incorporated under the companies act 1956/2013 or a combination of above in the form of Joint Venture (JV) or Consortium for selection of a Licensee to grant Licensing Rights of bare spaces at INA Metro Station of Line-7 and Kalindi Kunj & Hauz Khas Metro Stations in 3 schedules on “as is where is basis” for commercial activities except banned list of usages as detailed in -14.

a) The bidder may be any entity which is a sole proprietorship firm, a partnership firm or a company having registered office in India & incorporated under the companies’ act 1956/2013 or a combination of above in the form of Joint Venture (JV) or Consortium.

b) Bid by a JV/Consortium of firms: In case of a bid by a JV/Consortium of firms, following shall be abide by the participant/s:

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 turnover and 30% of B’s turnover will be taken for the calculation of eligibility of the JV.

ii. The Lead Member of the JV/Consortium shall maintain a minimum equity stake 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 Successful Bidder/ Licensee’s event of default entitling DMRC to encash Interest Free Security Deposit/Performance Guarantee and/or to terminate the License Agreement after a 30 (thirty) days termination 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 performance of license agreement.

c) A bidder 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.

d) Bidder shall undertake that they have not been banned from Business, as on date of Tender submission as per following:
i) DMRC/ any other metro organisations (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer/bidder (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 08A of Tender Document.

ii) Also no contract of the tendered 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 the previous month of a tender submission) due to non–performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Annexure 8A of Tender Document.

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

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

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

2.3. Salient features of Bidding Process:

a) DMRC has adopted a single-stage two packet bidding process for selection of a suitable highest bidder to grant Licensing Rights for the commercial activities inside pre-identified Bare Spaces at INA, Kalindi Kunj & Hauz Khas Metro Stations of Line-7 & 8 of DMRC, as detailed in Annexure -1.

b) Tender Document (non-transferable) can be downloaded from the web site https://eprocure.gov.in/eprocure/app. Cost of Tender Document (Non-refundable). If a bidder wants to participate in more than one schedule, bidder is required to make one payment towards tender document cost of Rs. 23,600/-. Tender Document cost shall be submitted through RTGS, NEFT or IMPS to DMRC. With one tender document cost, bidder can participate in all the schedules as per eligibility. However, separate EMDs are required for each schedule to participate.

c) The Bidder shall submit along with the Bid Application, tender document cost and bid security as mentioned hereinunder. Separate EMDs for the different schedules as
mentioned below is required to be submitted. The Tender Document Cost and Bid Security for ten schedules is as under:-

<table>
<thead>
<tr>
<th>S/N</th>
<th>Detail of Schedule</th>
<th>Approximate area (in sqm)</th>
<th>Cost of Tender Document (INR)</th>
<th>Amount of EMD/Bid Security (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Schedule-1</td>
<td>183.00</td>
<td>23,600/-</td>
<td>2,00,000/-</td>
</tr>
<tr>
<td>2</td>
<td>Schedule-2</td>
<td>138.40</td>
<td></td>
<td>2,00,000/-</td>
</tr>
<tr>
<td>3</td>
<td>Schedule-3</td>
<td>352.80</td>
<td>5,21,000/-</td>
<td></td>
</tr>
</tbody>
</table>

Payment of bid security is to be made only by RTGS, NEFT and IMPS. No other mode of payment will be accepted. The details of bank account of DMRC for payment of bid security are mentioned in clause 2.9 of NIT. **The Application shall be summarily rejected if it is not accompanied with the above bid security.** The bid security of the successful Bidder shall be adjusted against the Interest Free Security Deposit amount as per the License Agreement. The bid security of unsuccessful bidders shall be refunded after award of contract, without considering any interest, thereon. If the bidder withdraws his bid at any stage, his Bid Security amount shall be forfeited by DMRC.

d) The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bid. All such bids shall be considered ineligible and summarily rejected.

Bidders to note that the payment of tender security shall be made from the account of bidder only, however, in case of JV / Consortium, the tender security can either be paid from JV/Consortium account or one of the constituent members of JV / Consortium.

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

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

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

g) Schedule of Bidding Process for tender:
### Start of sale of Tender Document to Bidders

From **03.01.2020 to 04.02.2020** (up to 1500hrs) on e-Tendering website [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) For further information on this regard bidders are advised to contact on 23417910-12 (Ext: 534763). For technical queries related to Central Procurement Portal, Help Desk No: 0120-4200462, 0120-4001002.

### Cost of Tender Document (Non-refundable)

Non – Refundable Tender Document Cost of Rs. 23,600/- shall be paid. Payment of tender document cost is to be made only by RTGS, NEFT and IMPS. No other mode of payment will be accepted. The details of bank account of DMRC for payment of Tender Document are mentioned in clause 2.9 of NIT.

### Bid Security (Earnest Money Deposit)

Bid Security/EMD shall be paid as per various schedules. Payment of bid security is to be made only by RTGS, NEFT and IMPS. No other mode of payment will be accepted. The details of bank account of DMRC for payment of bid security are mentioned in clause 2.9 of NIT.

### Site Visit

Site visit shall start from **1100** hours onwards from INA Metro Station on **13.01.2020**.

### Pre-Bid Conference

**14.01.2020 at 1100 hrs.** in Conference hall, 7th floor, A-Wing, Metro Bhawan, Barakhamba Road, New Delhi- 110001.

### Last date of receiving queries

1730hrs on **15.01.2020**

### DMRC’s response to queries by

1500hrs on **24.01.2020**

### Last Date & Time of Submission of Bids

Latest by 1500hrs on **04.02.2020**

### Date & Time of Opening of Bids

1500hrs on **05.02.2020**

### Validity of Bids

180 days from bid submission date

#### f.) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

<table>
<thead>
<tr>
<th>Stage of Activity</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment of Interest Free Security Deposit to DMRC by Successful Bidder.</td>
<td>Within 30 days of date of issue of Letter of Acceptance</td>
</tr>
<tr>
<td>Signing of License Agreement</td>
<td>Within 30 days of receipt of LOA payment</td>
</tr>
<tr>
<td>Payment of Advance Quarterly License Fee for 1st Quarter</td>
<td>Within 180 days from date of handing over of licensed premises</td>
</tr>
<tr>
<td>Vacant space to be handed over to Selected Bidder</td>
<td>Within 7 days of signing of license agreement</td>
</tr>
<tr>
<td>Commencement of License Fee</td>
<td>Immediately after 180 days fitment period i.e. 181st day of date of handing over of bare spaces.</td>
</tr>
<tr>
<td>Registration of Agreement</td>
<td>The registration of License/Lease agreements should be done within 30 days of signing of agreement by the licensee/lessee (registration fees, stamp duty etc to be fully borne by the licensee/lessee) and the duly registered documents to be submitted to DMRC for records. In the case the registration of the license agreement/amendment is not done within the 30 days of signing of license agreement/amendment, it shall be treated as “Material Breach of Contract”. In case the licensee fails to remedy the breach/default in this regard, DMRC may terminate the license agreement after the expiry of cure period duly forfeiting the security deposit/any other amount paid by licensee.</td>
</tr>
</tbody>
</table>

2.4 Addendum/Corrigendum, if any, will be placed on DMRC website only time to time. Tender Document can also be downloaded from the website [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) and may be submitted along with document cost at
the time of submission of bids. Late / delayed bid received after the stipulated date and time of submission of tender shall be out rightly rejected.

2.5 DMRC has adopted a single stage two packet Bidding Process to select a suitable highest Bidder for licensing of the aforesaid commercial space.

2.6 The Bidder may obtain further information/ clarification, if any, in respect of Tender documents from the office of Sr. DGM/PB, DMRC, 3rd floor, A Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi.

2.7 The intending Bidder must be registered on e-Tendering portal https://eprocure.gov.in/eprocure/app. Those who are not registered on the e-Tendering portal required to be registered beforehand. After registration the Bidder will get User Id and Password. On login, Bidder can participate in Tendering process and can witness various activities of the process.

2.8 The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class II or Class III Certificates with signing key usage digital signature. The bid document can only be downloaded or uploaded using Class II or Class III Certificates with signing key usage digital signature of the authorized signatory.

2.9 Bid submissions 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. Details of bank account of DMRC for payment are as follows:

<table>
<thead>
<tr>
<th>Name of Bank</th>
<th>Bank's Address &amp; MIRC Code</th>
<th>Account Name &amp; No.</th>
<th>Account Type</th>
<th>IFSC Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>M/s Syndicate Bank</td>
<td>Barakhamba Road Branch &amp; 110025004</td>
<td>DMRC Ltd. O&amp;M Expenditure A/C 90363210000015</td>
<td>Current</td>
<td>SYNB0009036</td>
</tr>
</tbody>
</table>

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

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

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

2.13 After successful completion of processing of tender, the Letter of Acceptance to the successful bidder shall be uploaded on the e-Tendering portal https://eprocure.gov.in/eprocure/app which can be downloaded by successful bidder.

2.14 The bidders are advised to keep in touch with e-Tendering portal
2.15 In case of any grievances/complaints regarding this tender, the bidders are advised to contact:

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

2.) Chief Vigilance Officer
DMRC, 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

General Manager/Property Business
Delhi Metro Rail Corporation Limited
CHAPTER 3

ELIGIBILITY CRITERIA FOR TENDER BIDDERS

3.1. The Applicant may be any entity i.e. sole proprietorship firm, a partnership firm or a company having registered office in India & incorporated under the companies act 1956/2013 or a combination of above in the form of Joint Venture (JV) or Consortium having below mentioned average annual turnover or turnover in last 3 years as mentioned from any business:

<table>
<thead>
<tr>
<th>S/N</th>
<th>Detail of Schedule</th>
<th>Approximate area (in sqm)</th>
<th>Annual eligibility criteria (INR)</th>
<th>Eligibility in 3 years (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Schedule-1</td>
<td>183.00</td>
<td>21,00,000</td>
<td>63,00,000</td>
</tr>
<tr>
<td>2</td>
<td>Schedule-2</td>
<td>138.40</td>
<td>24,00,000</td>
<td>72,00,000</td>
</tr>
<tr>
<td>3</td>
<td>Schedule-3</td>
<td>352.80</td>
<td>63,00,000</td>
<td>1,89,00,000</td>
</tr>
</tbody>
</table>

The Applicant shall upload audited financial statements duly certified by its statutory auditor including Profit & Loss account statement of last three financial years and information as per Annexure-4. Bidder who is eligible for higher schedule is eligible to participate in all the schedules having lower eligibility.

Illustration:-
1. Bidder who is eligible for Schedule-3 is also eligible to participate in all the schedules.
2. Bidder who is eligible for schedule-2 is also eligible for schedule-1.

3.2 The Applicant shall submit the audited annual reports/ financial statements of last 3 years (In the present case, it shall be for, F.Y. 2016-17, 2017-18 & 2018-19) along with certificate from statutory auditor as per Annexure-4. In case of JV/consortium, the financial audited reports of each relevant member of the consortium for last 3 years as above shall be submitted. If audited reports/ financial statements for the latest F.Y. (2018-19) is not yet available, then the Applicant (s) is required to submit reports for F.Y. 2016-17 & 2017-18 along with an affidavit and a certificate from its statutory auditor certifying that the balance sheet for F.Y. 2018-19 has not been audited so far.

3.3 An undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements. In case audited financial statements of last three (3) preceding years other than the last financial year i.e. 2018-19 are not submitted, the bid shall be considered as non-responsive and shall not be evaluated.

3.4 Bidder shall undertake that they have not been banned from Business, as on date of Tender submission as per following. The said undertaking shall be submitted on a non judicial stamp paper of Rs. 100/- (duly notorized).

1) DMRC/ any other metro organisations (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the bidder(s)/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-8A of Tender Document.

2) During last 3 years, no contract of the bidder / tenderer executed in either individually or in a JV / Consortium should have been rescinded / terminated by DMRC after its award (from the last day of the previous month of a tender submission) due to non-performance of the bidder/ tenderer or any of JV / Consortium members. The tenderer should submit undertaking to this effect in Annexure 8A of tender document.

3.5 Bidder/SPV (either as single entity or as a member of JV/Consortium) having lease/license agreement of DMRC property, will be considered ineligible to participate in the bid:-

a) If the lessee/licensee has any dues pending for more than 90 days as on the last date of submission of bids.

b) If the lessee/licensee has failed to vacate the leased/licensed space/premises within the grace period (if provided) after completion of the tenure of te license/pre-mature termination / surrender.

c) If the lessee/licensee failed to take over the space within due date & time.

d) If the lessee/licensee has encroached on the common area / circulating areas or any other space which is not leased / licensed to the lessee/licensee and not vacated the area as per the notice issued to him/her/them to do so.

e) If the lessee/licensee having lease/license agreement of DMRC in which there is a provision of opening of Escrow account, have not opened the Escrow account or having opened it, did not ensure that sub licensees make all the payments whatsoever through escrow account or do not remit DMRC dues through escrow account. The bidder should submit an undertaking to these effects as per annexure of tender document.

If there is a misrepresentation of facts by the bidder in their bid submission, the same will be considered as “fraudulent practice” and the bid submission of such bidders will be summarily rejected and also further action shall be taken as per terms of contract or other applicable laws/rules.
CHAPTER 4

TERMS AND CONDITIONS

4.1. Scope of the work:

Successful bidder shall have the rights to utilize the said Bare Spaces as offered in this Tender Document (Area and drawing at annexure-1) for commercial purpose except for banned usages/ negative list as given in Annexure -14 subject to the terms and conditions as specified by DMRC. Successful bidder shall be responsible for the following activities:

a.) The offered Bare Spaces as detailed in Annexure -1 of this tender document will be provided on “as is where is basis”. It is successful bidder’s responsibility to develop the entire offered bare spaces at their own cost as per DMRC specifications. **Successful Bidder shall be permitted to develop the offered Bare Spaces by creating only temporary structures as per DMRC specifications.**

Due to any reason, if any part or whole of the structure is required to be dismantled & removed, the successful bidder shall do it peacefully without any demur. No claim for compensation/ costs/ damages etc. would be entertained on this account by DMRC.

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

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

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

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

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

g.) Fire fighting and other infrastructure so created within the tendered space must be integrated with that already provided /planned for the metro station by DMRC.
h.) The successful bidder shall at all times adhere to all provisions of the Delhi Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by DMRC in this regard.

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

j) The successful bidder(s) may use or allow the use of scheduled tendered/licensed space for any activities except for activities mentioned in list of banned usages placed at Annexure-14 of tender document.

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

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

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

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

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

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

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

4.2. Tender Fee / Tender Document Cost:

The instrument type for payment of tender fee / tender document cost is to be done only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of bank account of DMRC to facilitate the payment is mentioned at Clause No. 2.9 of NIT in the tender document. The bidders will be required to upload scanned copies of transaction of payment of tender fee / tender document cost including e-receipt (clearly indicating UTR No. and tender reference must be entered in remarks at the time of online transaction of payment, failing which, payment may not be considered) to be uploaded in online bid submission. Copies of transaction of payment are not required to be sent to the office of Sr. Dy. GM / Property Business. It may be noted that the payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bid, all such bids shall be considered ineligible and summarily rejected.

4.3. Handing over of tendered space:

a.) After the evaluation of bids, Letter of Acceptance (LOA) will be issued to the successful bidders. The tendered Bare Spaces, as mentioned in Annexure-1, shall be
handed over for commercial activities within 7 (seven) days of Signing of License Agreement.

b.) The successful bidder shall not claim any compensation on account of any variation in handing over of the offered space from that of the mentioned in the Annexure-1.

c.) Subsequently, if successful bidder applies for additional ‘adjacent / same area’ (even if for utility) up to 10% variation in tendered area within fitment period, the same shall be provided on pro-rata basis, if found feasible, on sole discretion of DMRC. For area beyond this time frame and/or 10% variation range of tendered area, the same shall be provided on negotiated / market rate, if found feasible, only on sole discretion of DMRC. DMRC is free to market, area beyond this time frame and/or 10% variation on open/limited/single tender basis. Moreover any additional area taken within the fitment period shall have fitment period co-terminus with the fitment period of the original area handed over. Any area handed over after the fitment period will not have any fitment period.

d.) Consequent to any alteration / renovation of the licensed / tendered space, for which prior written approval from DMRC has been taken by the successful bidder, if resulting in any increase / decrease in the handed over area, the variation shall not be considered for any change in the license fee or other payment terms. However, at the time of termination / surrender or natural completion of contract, DMRC reserves the right to ask the successful bidder to restore the licensed premises as per original allotment.

e.) Construction of mezzanine floor by the licensee shall be permitted adhering to prescribed norms, after due approval from DMRC. Prospective bidders to quote their bid (s) keeping in view the availability of additional floor area in form of mezzanine floor, subject to feasibility / norms & DMRC approval. No additional licensee fee shall be charged for creation of this additional floor in form of mezzanine level. However, for areas/ space with lower height, intermediate slabs may be permitted with approval of DMRC for storage of utilities. The same shall not be charged. However, at the time of termination or natural completion of contract, DMRC reserves the right to ask the licensee to restore the licensed premises as per original allotment. In case of construction of mezzanine floor, the applicable property tax/Service Charge will also be charged & recovered for the mezzanine floor, if any, from the licensee.

f.) If the successful bidder installs an awning with a fixed / stretchable length of 3 feet to shield the premises / commuters from sunlight/ rain/ adverse weather conditions, the same shall not be charged, provided licensed premises is having opening outside station building.

g.) At the time of termination/natural completion of license, DMRC reserves the right to ask the successful bidder to restore the said tendered/ licensed space as per original allotment. Bidder(s) may quote their bids keeping in view of the above.
h.) For detailed terms & conditions, kindly refer Draft License Agreement annexed at Annexure -15

4.4. Execution of License Agreement:

The License Agreement based on Draft License Agreement annexed at Annexure -15 shall be executed within 30 days of receipt of full payment of Letter of Acceptance.

4.5. License Tenure:

a) Licensing rights of said tendered Bare Spaces shall be for a period of fifteen (15) years unless otherwise terminated by DMRC or surrendered by the successful bidder, in term of provisions of License Agreement.

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

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

d) There shall be a lock in period of 3 (three) years from the date of commencement of the license agreement.

e) The Successful bidder shall have option to surrender & exit from the License Agreement immediately after completion of lock in period of three (3) years. For this, the Successful bidder shall have to issue 180 days prior notice to DMRC. Such prior notice intimation can be given after two and half (2 ½) years however option to exit will be available only after 3 (three) years. The exit clause is as per provisions of Clause No. 6.3 to 6.5 of chapter 6 of Draft License Agreement annexed at Annexure -15.

f) For detailed terms & conditions, kindly refer Draft License Agreement annexed at Annexure -15.

4.6. Extension of License:

The tenure of this license agreement shall be fifteen (15) years with a lock-in period of three (3) years from date of handing over of the offered space. Tenure of the license agreement shall not be extended.

4.7. Charging of License Fee:

a.) License fee shall be charged on actual super area handed over to the successful bidder. The aforesaid license fee shall be charged in advance on quarterly basis. The applicable Goods & Service Tax (GST) shall also be payable extra as applicable from time to time, along with the license fee. The license fee (advance), for the subsequent quarters, shall be payable by the last working day of the previous running quarter.

b.) All other statutory taxes, statutory dues, local levies, third party dues (i.e. electricity, water consumption charges etc.) as applicable shall be charged extra and shall have to be remitted along with the license fees for onward remittance to the Government. The successful bidder shall indemnify DMRC from any claims that may arise from the
statutory authorities in connection with this tender document / license agreement. Any change in tax structure as per govt. guidelines will also be applicable.

c.) The charging of license fee shall commence immediately after 180 days fitment period from date of handing over of tendered space i.e. from 181st day of fitment period.

d.) **The license fee shall be increased & escalated by 20% on compounding basis after completion of every three (3) year of license period.**

4.8. **Interest Free Security Deposit:**

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

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

   c) For detailed terms & conditions related to interest free security deposit, kindly refer Clause No. 7.2 of Chapter -7 of Draft License Agreement annexed at Annexure -15.

4.7 Fitment period:

For carrying out the fit-outs, finishing works etc., successful bidder would be permitted a rent free / fitment period of 180 days from the date of handing over of the bare space. The successful bidder shall have to complete in all respects the development of the tendered / licensed space, within a period of 180 days from the date of ‘handing over’ of the space by DMRC under the License Agreement as license fee would be applicable immediately after expiry of aforementioned fitment period i.e. from 181 day from date of handing over of space.

4.8 Sub- Licensing:

The successful bidder shall be entitled to sub-license the tendered/ licensed space with prior approval of DMRC. However, for any such sub-license the guiding principles as detailed in Draft License Agreement annexed at Annexure -15 shall be scrupulously observed.

4.9 Property Tax and Registration of License Agreement:

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

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

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

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

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

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

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

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

4.10 Infrastructure Services:

a.) Electricity, Installation of DG sets, Air Conditioning and Fire Fighting & Fire Protection:
(i) It is successful bidder’s responsibility to draw electric power cable from LT panel to the tendered space at their own cost.

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

(iii) Successful bidder shall installed LED electrical lights and energy efficient Air-Conditioners to ensure energy conservation.

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

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

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

(vii) The successful bidder shall make provision for TOD energy meter as per latest DERC guidelines.


b.) Water supply:

Water supply as per availability & feasibility will be arranged by DMRC at its sole discretion and provided at a single point. The successful bidder will have to make their own arrangements for drawing pipe lines to their tendered / licensed area at their own cost. Further, successful bidder will have to make their own arrangement for distributions of water including the installation of meters, storage and purification at their own cost after taking all necessary approvals. The discharge of all wastes including the drainage shall also be arranged by the successful bidder at their own costs and in this connection they shall follow all the directives as may be issued by the authorized representative of the DMRC. The water charges shall be charged on actual basis as per Delhi Jal Board rates.

c.) Sanitary Connection:

The Sewage Treatment Plant (STP) & Effluent Treatment Plant (ETP) shall
developed, operated and maintained by the successful bidder at their own cost to meet their daily requirements. The responsibility to connect the developments at tendered area/ licensed area to aforementioned STP /ETP and from STP / ETP to the municipal drainage shall lie solely with successful bidder subject to prior approval of DMRC/ other civic agencies.

d.) Disposal of Waste:

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

e) Telephone:

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

f) Security:

Successful bidder shall install CCTV cameras inside/ outside the tendered/ licensed area and also arrange security arrangement for their tendered / licensed area at their own cost. Successful bidder hereby undertakes to indemnify DMRC against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out on this account.

g) Provision of Gas Bank/ PNG:

Over and above provision of Gas Bank/ PNG is subject to availability and technical feasibility & prior approval of DMRC. Successful bidder agrees voluntarily and unequivocally not to seek claim, damages, compensation or any other consideration whatsoever on account of non availability / provision of Gas Bank. The approved policy for provision of Gas Bank / PNG is placed in Draft License Agreement annexed at Annexure -15.

h) Provisions of parking:

If available, the parking facility may be used by successful bidder. All charges, fees and rules for parking will apply as applicable to the general public and commuters.
CHAPTER 5

SUBMISSION & EVALUATION OF BIDS BY BIDDERS

5.1. No Bidder shall submit more than one bid for a schedule. There are 3 schedules on offer in this tender. Anyone can bid for any (one) schedule or two schedules or any combination of schedules or all schedules as per his/her/their eligibility.

5.2. Notwithstanding anything to the contrary contained in this tender document, the detailed terms specified in the draft license agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the bidder hereunder shall continue to have effect in addition to its obligations under the license agreement.

5.3. The bid should be furnished in the format as per the Annexure-6 for financial bid, clearly indicating the financial offer in (+) percentage above the given reserve price for each bare space. In case of mismatch in financial date in the submitted documents i.e. in Chartered Accountant certificate documents and data in audited balance sheet, the data from the audited balance sheets shall prevail.

5.4. Bid Variable: The reserve price for each bare space is given in the Annexure-1 of this RFP and in BOQ. The bidders are required to quote in percentage above the reserve price given in the BOQ. This percentage above the reserve price shall be uniformly applicable for each and every bare space given in the BOQ of a schedule. Negative quotes (i.e., negative percentage) shall not be allowed. The bidders quoting in the negative percentage shall be disqualified and their EMD and tender cost shall be forfeited. The bidder can quote the percentage up to one decimal place only.

License fee and IFSD shall be increased & escalated by 20% on compounding basis after completion of every 3 (three) years of license period.

5.5. Bid Security/EMD:

Bidders have to deposit & pay, along with their Bid, refundable bid security as under:

<table>
<thead>
<tr>
<th>S/N</th>
<th>Detail of Schedule</th>
<th>Approximate area (in sqm)</th>
<th>Cost of Tender Document (INR)</th>
<th>Amount of EMD/Bid Security (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Schedule-1</td>
<td>183.00</td>
<td>23,600/-</td>
<td>2,00,000/-</td>
</tr>
<tr>
<td>2</td>
<td>Schedule-2</td>
<td>138.40</td>
<td></td>
<td>2,00,000/-</td>
</tr>
<tr>
<td>3</td>
<td>Schedule-3</td>
<td>352.80</td>
<td></td>
<td>5,21,000/-</td>
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</tbody>
</table>

Payment of bid security is to be made only by RTGS, NEFT and IMPS. No other mode of payment will be accepted. The details of bank account of DMRC for payment of bid security are mentioned in clause 2.9 of NIT. The bid offer shall be valid for a period not less than One Hundred Eighty (180) days from bid due date. The bid security of the selected Bidder shall be adjusted against the Interest Free Security Deposit due as per the License Agreement. The bid security of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The Bid shall be summarily rejected...
if it is not accompanied by a valid Bid Security. If the bidder withdraws their bid at any stage, their Bid Security amount shall be forfeited by DMRC.

5.6. Bidders to note that the payment of tender security shall be made from the account of bidder only, however, in case of JV / Consortium the tender security can either be paid from JV / Consortium account or one of the constituent members of JV / consortium.

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

5.7. The Bidder should submit a Power of Attorney as per the format at Annexure-5, authorising the signatory of the Bid to commit the Bidder.

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

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

5.10. 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://eprocure.gov.in/eprocure/app. The Bidder shall ensure that a receipt is obtained for the submission of their Tender. Such receipt is being issued free of charge. The Bidder shall upload scanned copies of, subject to maximum of, following documents in Technical Bid:

a.) Tender Document Cost deposit slip.
b.) Bid Security submission slip.
c.) Annexure-2 (On Official letterhead of the Bidder).
d.) Annexure-3-General information of the bidder.
e.) Annexure-4-Certificate of Statuary Auditor for eligibility.
f.) Annexure-5-Power of attorney.
g.) Annexure-6-Financial bid
h.) Certified copies of Memorandum and Articles of Association in case of companies or bodies corporate and attested copy of partnership deed in case of the Partnership Firm.
i.) In case of JV/Consortium, Annexure-7, 8 and 9.
j.) Self attested copies of the PAN Card and GST Registration Certificate (of lead member in case of JV/Consortium). In case any or all of the provisions mentioned
above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.

k.) Copies of (duly audited and certified by its statutory auditor of the firm) Profit and Loss Account/Balance Sheet of the sole proprietor concern or a partnership firm along with Annual Report in case of a company as per the companies Act.

l.) Copy of the complete Tender Document including Draft License Agreement (Annexure-15) and Addendum/ Corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of terms and conditions set out therein.

m.) In addition, a declaration by the bidders, as per Annexure -10, must be submitted stating that the Tender document has been downloaded from official website of e-Tendering portal https://eprocure.gov.in/eprocure/app and no changes, whatsoever, have been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.

n.) Annexure 8A- Undertaking for not being banned from business.

o.) Annexure 11 will be submitted as per format for refund of tender security/EMD.

p.) Annexure-12 will be submitted for outstanding dues in old License Agreement in DMRC.

q.) Annexure-13 will be submitted for details of old license agreement in DMRC.

r.) Annexure-14 list of banned usage.

s.) Annexure-15 Draft License Agreement.

5.11. Financial Bid:

The financial bid shall be filled in the Bill of Quantity (BOQ) format available on https://eprocure.gov.in/eprocure/app. The bidder has to quote percentage above the reserve price given in the BOQ as per details/guidelines specified in clause 5.4 (Bid Variable) of this RFP.

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

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

5.14. Cost of Bidding:

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

5.15. Site visit and verification of information:

Bidders are advised to submit their respective Bids after visiting site and ascertaining themselves with the conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to station/ space, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

5.16. 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 Tender 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 of profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
   f) acknowledged that it does not have a Conflict of Interest; and
   g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

5.18. Verification and Disqualification:

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

5.19. Amendment/s in Tender Document:
a) At any time prior to the due date for submission of bid, DMRC may, for any reason, modify the Tender Document by the issuance of Addenda/Corrigenda.

b) Any Addendum/Corrigendum issued hereunder shall be uploaded on [https://eprocure.gov.in/eprocure/app](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 submission due date.

5.20. Preparation and Submission of Bids:

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

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

c) The Bidders who have downloaded the Tender Document from the DMRC’s website/Tender Wizard’s site, should carefully note the following instructions:

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

ii. The printout of Tender Documents should be taken on an ‘A4’ size good quality paper. The printout should be same as available on DMRC’s website. The print should be legible and indelible.

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

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

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

5.22. All correspondence shall be address to:

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

5.23. Bid documents submitted by fax, telex, telegram, mail or e-mail shall not be entertained and shall be summarily rejected. Bid documents received after the due date shall be summarily rejected. Applications received without due bid security amount & tender cost shall be summarily rejected.
5.24. Bid Submission Date: The Bid should be uploaded before due date and time as detailed in this Tender document. Any bid application received after due date and time as prescribed in Tender document shall be summarily rejected.

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

5.26. The Financial Bid shall be opened on a subsequent date after evaluation of Technical eligibility. Financial Bids of only those Bidders, whose submissions are found to fulfil the eligibility criteria as stipulated in Chapter-3 above, shall be opened. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.

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

5.28. Evaluation of Bid: The evaluation and assessment for the selection of the Bidder shall be based on the Bid Variable i.e. the percentage above reserve price per square meter per month quoted by the Bidder. The Technically Eligible Bidder, quoting the highest percentage above reserve price of License fee per sqm/month, shall be the highest Bidder whose offer shall be evaluated and assessed by DMRC. In case the bids of two or more bidders are equal and are the highest bid, then the bidder having the highest turnover in last 3 financial years will be selected for awarding of the license.

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

5.30. Refund of EMD/Tender Security for unsuccessful bidders: Bidders are required to submit Annexure-11 for refund of EMD/Tender Security, if the same has been submitted in the form of Demand Draft / Banker’s Cheque or by RTGS/NEFT/IMPS.

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

<table>
<thead>
<tr>
<th>Days from issuance of LOA</th>
<th>Rate of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Property Business Cell
<table>
<thead>
<tr>
<th>Delay up to 15 days</th>
<th>@18% per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delay beyond 15 days</td>
<td>@ 24% per annum</td>
</tr>
</tbody>
</table>

The aforementioned interest is excluding GST and shall be charged on the balance amount remaining unpaid as per the LOA. The amount against penal surcharge shall be paid through RTGS, NEFT or IMPS.

5.32. In case the LOA payments aren’t made even after expiry of time period as mentioned above in Para 5.29 and in the Letter of Acceptance (LOA) i.e. if the LOA payments are made even up to the extended time period i.e. up to 60th day from date of issuance of LOA, the LOA shall stand cancelled and amount of bid security & any other payments made to DMRC shall stand forfeited in favour of DMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.

5.33. After acknowledgement of the LOA and payment of dues as mentioned above, the Selected Bidder shall execute the License Agreement within the stipulated period prescribed in Tender Document i.e. within 30 (thirty) days of the handing over of the Bare Spaces. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the format of License Agreement.

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

5.35. Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DMRC in relation to, or matters arising out of, or concerning the Bidding Process. DMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. DMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DMRC or as may be required by law or in connection with any legal process.
CHAPTER – 6

INSTRUCTIONS FOR ONLINE BID SUBMISSION

6.1 General

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

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

6.2 REGISTRATION

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

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

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

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

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

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

6.3 SEARCHING FOR TENDER DOCUMENTS

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

b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

6.4 PREPARATION OF BIDS

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

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

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

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

6.5 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

6.6 ASSISTANCE TO BIDDERS

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

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

iii) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:
Mobile Numbers: 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874, 91 8826246593 Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232. Other Tel: 0120-4200462, 0120-4001002. E-Mail: ccpp-nic@nic.in

6.7 Late Bids: Tenders have to be uploaded on e-Tendering portal [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) before the due date and time of Tender submission. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the Tender submission. The Bidder are advised to upload their submissions well before the due date and time of Tender submission to avoid any problems and last minute rush. The DMRC may, at their discretion, extend the deadline for submission of Tenders by issuing an amendment, in which case all rights and obligations of DMRC and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

6.8 Modification, Substitution and Withdrawal of Tenders:

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

6.9 Tender Opening:

The Tenders shall be opened online by the opening committee on due date and time of Tender opening. The Tender security will be checked and details will be read out for the information of representative of Bidder. Technical package of those Bidders who have not submitted Tender security shall not be opened. Tender which is accompanied by an unacceptable or fraudulent Tender Security shall be considered as non-compliant and rejected. The Technical Package of all the Bidder shall be opened in the presence of Bidder or their representatives who choose to attend on date & time as mentioned in Tender document in the office Sr. Dy. GM / Property Business, DMRC, 3rd floor, A - Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi – 110001. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the DMRC, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any Bidder who has not complied with one or more of the foregoing instructions may not be considered. The details will be read out for the information of representative of Bidder, present at the time of opening of Tender. On opening of the Tender, it will be checked if they contain Pre-Qualification, Technical & Financial Packages. Pre-Qualification & Technical packages of the Bidder not containing financial package shall not be opened. DMRC shall prepare a record of opening of the Pre-Qualification, Technical & Financial Packages, which shall include the name of bidder and whether there is a withdrawal, substitution or modification; alternative proposals, and presence or absence of a Tender security. The Bidder representatives who are present shall be requested to sign the record. The omission of a bidder’s signature on the record shall not invalidate the contents and effect of the record. The Bidder name, details of the Tender security and such other details as the DMRC, at their discretion, may consider appropriate will be announced at the time of Tender opening. The sealed financial package will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those Bidders whose submissions are found substantially responsive and technically compliant will be opened. The time of opening of financial package shall only be informed separately to the Bidders who have qualified during Pre-Qualification and Technical evaluation stages and Bidder can be present to witness opening of Financial Package.

6.10 Evaluation of Financial Proposals:

DMRC shall open Financial Package of all the Bidders who have satisfied/qualified the Pre-Eligibility (financial & technical) criteria and have submitted substantially responsive Technical Tenders, in the presence of Bidder’s representatives who choose to attend at the address, date and time informed / specified by DMRC. The financial bids of the bidders shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Tender Price(s), and any other details as DMRC may consider appropriate. Only Financial Package read out and recorded during the opening of Price Tenders shall be considered for evaluation. No Tender shall be rejected at the opening of Price Tenders. The Bidder’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidder. If in case the quoted highest bids of two or more Bidder are equal then the bidder having highest
gross turnover in the last three financial years shall be selected.

6.11 Correction of Errors:

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

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

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

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

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

6.12 Amendment to Tender Documents:

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

7.2 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 the disputes arising under, pursuant to and/or in connection with the Bidding Process.

7.3 During the bidding process no dispute of any type would be entertained. Even in such cases where DMRC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the selected bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement after signing of the license agreement. The courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this license agreement. In case of any correction/addition/omission in the tender document observed at any stage, the bid shall be treated as non-responsive and shall be rejected.

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

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

7.6 The Tender Document and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Tender Document, in the event of any conflict between them, the priority shall be in the following order:
   (a) License Agreement
   (b) Tender Document;
   i.e., the License Agreement above shall prevail over Tender Document.
CHAPTER-8

FRAUD AND CORRUPT PRACTICES

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

8.2 Without prejudice to the rights of DMRC under Clause 9.1 hereinabove and the rights and remedies which DMRC may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by DMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by DMRC during a period of 2 (two) years from the date such Bidder is found by DMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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

(a) “Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.
(b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
(c) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
(d) “Undesirable practice” means (i) establishing contact with any person connected with or employed by DMRC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
(e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

8.4 DMRC reserves the right to reject any Bid and appropriate the Bid Security if:

(a) at any time, a material misrepresentation is made or uncovered, or
(b) the Bidder does not provide, within the time specified by DMRC, the supplemental information sought by DMRC for evaluation of the Bid.
Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

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

DEFINITIONS

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

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

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

d. **“Bidder”** means any entity which is a sole proprietorship firm, a partnership firm or a company having registered office in India & incorporated under companies at 1956/2013, or a combination of above in the form of Joint Venture (JV) or consortium.

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

f. **“Bid”** means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by DMRC to the bidders, the Proposal submitted by the successful bidder in response to the Bid Notice in accordance with the provisions thereof.

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

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

i. **“Bare Spaces”** means Bare Spaces namely the specified area in 3 schedules at INA, Kalindi Kunj & Hauz Khas Metro Stations of Line-7 & 8 of DMRC for commercial development on license basis offered by DMRC to the licensee under and in accordance with this License Agreement.
j. “Commencement Date or Handover Date” means the date on which vacant Bare Spaces is handed over by DMRC to the licensee, in accordance with the terms of this agreement.

k. “License” means the licensing rights granted by DMRC to the selected bidder for commercial activity as permitted in the tender document/license agreement (excluding banned list of usage of premises) inside Bare Spaces in 3 schedules at INA, Kalindi Kunj & Hauz Khas metro stations of Line-7 & 8, based on the terms and conditions of the License Agreement.

l. “Licensee” means the selected bidder, who has executed the license agreement with DMRC pursuant to bidding process for carrying out commercial activities as permitted in the tender document/license agreement (excluding banned list of usage of premises) at INA, Kalindi Kunj & Hauz Khas Metro Stations of Line-7 & 8.

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

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

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

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

q. “License Period” means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Agreement.

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

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

t. “Permits” shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
u. "Tax" means and includes all taxes, fees, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.

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

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

x. "Change in Law" means the occurrence or coming into force of any of the following after the date of signing this Agreement:
   a) The enactment of any new Indian law
   b) The repeal, modification or re-enactment of any existing Indian law
   c) Any change in the rate of any Tax

Provided that Change in Law shall not include:
   i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as on the date of signing this Agreement (or)
   ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
Annexure-1

DETAIL OF BARE SPACES OFFERED FOR LICENSING

**Schedule-1**

<table>
<thead>
<tr>
<th>S/N</th>
<th>Name of Station</th>
<th>Area in Sqm</th>
<th>Location</th>
<th>Reserve price in sqm/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>INA</td>
<td>183.00</td>
<td>Concourse level</td>
<td>320</td>
</tr>
</tbody>
</table>

**Schedule-2**

<table>
<thead>
<tr>
<th>S/N</th>
<th>Name of Metro Station</th>
<th>Approximate area (in sqm)</th>
<th>Location</th>
<th>Reserve Price (Sqm/Month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Kalindi Kunj</td>
<td>138.40</td>
<td>Concourse Level</td>
<td>550</td>
</tr>
</tbody>
</table>

**Schedule-3**

<table>
<thead>
<tr>
<th>S/N</th>
<th>Name of Metro Station</th>
<th>Approximate area (in sqm)</th>
<th>Location</th>
<th>Reserve Price (Sqm/Month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hauz Khas</td>
<td>352.80</td>
<td>Concourse Level</td>
<td>820</td>
</tr>
</tbody>
</table>

**Note-1:** Area indicated above is approximate. Actual area measured at the time of handing over shall be final. If there is any variation in area the License Fee and other dues shall be charged for actual area handed over.

**Note-2:** Successful bidder shall be required to execute all developmental work at their own cost as required for commercial development in the tendered area where only temporary structure shall be developed as per DMRC specifications.

**Note-3:** Aforementioned Bare Spaces offered on license basis is available on “as is where is basis”.

**Note-4:** The Commercial Space(s) can be utilized for any activity except banned list of usages as given in Annexure-14 of Draft License Agreement, including for Restaurant cum Bar with serving of liquor. Supermarket or departmental stores where sealed liquor may be sold along with other departmental store items is allowed but no exclusive display of “sale of liquor” or advertisement of liquor brand is permitted. However, shops exclusively selling liquor and/or alcohol based beverages/drinks are not permitted. The responsibility of taking prior approvals & relevant licenses from all the relevant legal and statutory authorities as per the applicable laws of operation of its business shall solely lie with successful bidder. Furthermore, successful bidder shall also ensure prominent display of information regarding prohibition of travelling in metro in drunken state.
Letter Comprising the Bid
(On Official letterhead of the Bidder)

No: ____________________________  Dated: ____________________________

General Manager/Property Business,
3rd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110001

Subject: Details of Bare Spaces offered for Licensing Rights of bare spaces at INA Metro Station of Line-7 and Kalindi Kunj & Hauz Khas of Line-8 Metro Stations in 3 schedules.

Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for commercial activities in Bare Spaces on fixed License Fees basis of bare spaces offered for licensing rights at INA Metro Station of Line-7 and Kalindi Kunj & Hauz Khas of Line-8 Metro Stations in 3 schedules. 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 Tender 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 tender document, in respect of any Bid or tender document 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 Tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

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

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

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

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

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

9. I/ We offer due bid security to DMRC in accordance with the tender document. The documents accompanying the Bid, as specified in tender document, have been submitted in a separately as “Enclosures of the Bid”.

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

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

12. I/ We agree and undertake to abide by all the terms and conditions of the tender document.
13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the license period in accordance with the agreement.

14. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid due date specified in the tender document.

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

(Following declaration is to be submitted only by the Bidders who have downloaded the Tender document from https://eprocure.gov.in/eprocure/app)

I / We declare that the submitted/ uploaded tender documents are same as available on https://eprocure.gov.in/eprocure/app. I / We have not made any modification / corrections / additions etc. in the tender document. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the tender document. In case at any stage, it is found that there is any difference in the downloaded tender document from the original tender document available at https://eprocure.gov.in/eprocure/app, 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 tender document.

Yours

(Signature, name and designation of the Authorised signatory)
Name and seal of Bidder/Lead Member

Date:

Place:
Annexure-3

General Information of the Bidder

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

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

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

<table>
<thead>
<tr>
<th>S/N</th>
<th>Name of Member</th>
<th>Proportion of Equity to be held in the Consortium</th>
<th>Role*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Specify whether Lead Member / Ordinary Member

Signed
(Name of the Authorised Signatory)

For and on behalf of
(Name of the Bidder)

Designation

Place:

Date:
Annexure-4

Certificate of Statutory Auditor with regard to Eligibility of the Bidder
(On the Letterhead of the Statutory Auditor)

We have verified the relevant statutory and other records of M/s _____________ [Name of Bidder], and certify that the average annual turnover of M/s _________ (Name of the Applicant) from all businesses in the last 3 completed financial years is Rs. ________________.

Year wise details of average annual turnover from all businesses are as under:

<table>
<thead>
<tr>
<th>Name of Bidder or member of JV</th>
<th>Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2016-17</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>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

Signature and Seal of the Statutory Auditor clearly indicating his/her membership number

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

(ii) Average annual turnover from all sectors of business for each member of JV shall be indicated separately without consideration of ratio of participation in the current tender.
Power of Attorney of Bidder

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

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

For

___________________________________________
(Name, Title and Address) of the Attorney

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 46 fulfilment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

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

Financial Bid

Name of the Bid: Bid for Licensing of Bare Spaces at Licensing Rights of bare spaces at INA Metro Station of Line-7 and Kalindi Kunj & Hauz Khas of Line-8 Metro Stations in 3 schedules.

Period of License: Fifteen (15) years with a Lock in period of three (3) years.

The financial bid is need to be filled in the Bill of Quantity (BOQ) format available on https://eprocure.gov.in/eprocure/app.
Annexure-7

Consortium Agreement/Memorandum of Understanding
(On Rs. 100/- stamp paper duly notarized)

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this _____ day of _________, 201_.

BETWEEN

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

AND

Mr. ____________________________ R/o____________________________________ OR
M/s ______________________, a Company incorporated under the Companies Act, 2013 and
having its Registered Office at _________________ and acting through its ________________,
duly authorized by a resolution of the Board of Directors dated _________ (hereinafter referred to as the (‘Participant member’) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART;

AND

Mr. ____________________________ R/o____________________________________ OR
M/s ______________________, a Company incorporated under the Companies Act, 2013 and
having its Registered Office at _________________ and acting through its ________________,
duly authorized by a resolution of the Board of Directors dated __________ (hereinafter referred to as the (‘Participant member’) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART.

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as ‘DMRC’) has invited Bids for the “Licensing of Bare Spaces at INA, Kalindi Kunj & Hauz Khas metro stations of Line-7 & 8 of DMRC in 3 schedules” in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DMRC for participating in the bid by the Consortium for which the Bid has been floated by DMRC.

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

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for “Licensing of Bare Spaces at INA, Kalindi Kunj & Hauz Khas metro stations of Line-7 & 8 of DMRC in 3 schedules” 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 “Bare Spaces”. “Bare Spaces” in case the Consortium turns out to be the successful bidder in the bid being invited by DMRC for the said purpose.

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for “Licensing of Bare Space near _____________ Metro Station/s”.

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

5. That the 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 this specified license agreement.

   (ii) The Participant Member shall have ____ (___%) of share holding with reference to the Consortium for this specified license agreement.

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

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

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of DMRC.

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

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

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

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

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

(i) Execution of the Consortium Agreement, and

(ii) Appointing the authorized signatory for such purpose.
Annexure-8

Affidavit

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

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

2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation’s (hereinafter referred to as “DMRC”) Tender Document for Licensing of Bare Spaces at INA, Kalindi Kunj & Hauz Khas Metro Stations of Line-7 & 8 in 3 schedules and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

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

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

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

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

DEPONENT

VERIFICATION:

I, the above named deponent, do verify that the contents of paragraphs 1 to 7 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ............................., on this ........................ day of ....................,2020.

DEPONENT

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 and duly counter signed by the authorised signatory of tenderer.
3. In all cases where the bidding entity fulfils the eligibility criteria by way of and on account of submission of the financials of its holding companies and/or other group of subsidiary companies as per clause 2.4 of RFP, the above undertaking shall be executed by such holding companies as well as group subsidiary company.
Annexure -8A

UNDEARTAKING FOR NOT BEING BANNED FROM BUSINESS
(On Non-Judicial Stamp Paper of Rs. 100/-, Duly Notarized)
(As per clause No. 2.1 (d) of Tender Document)

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

Also any work executed by us either individually or as a member in a JV/Consortium, has not been rescinded/ terminated by DMRC after award of contract to us during last 3 years (from the last day of the previous month of a tender submission) due to non –performance either on our own or as a member of JV/Consortium.

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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 & duly counter signed by the authorised signatory of tenderer.
**Undertaking for Responsibility**

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

____________________ as a lead member of the consortium of ____ companies - namely ___________________________________________________________ (Complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing of Bare Spaces:-

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 “Licensing of Bare Spaces at __________________ Metro Station/s” 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 __________________ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties in the initial 3 (three) years lock in period of license agreement.

4. We also confirm that our consortium was made on Dt.____________, for seeking “Licensing rights for Bare Spaces _____________________________” and in support of which a copy of our Board Resolution is attached with this Undertaking.

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

1. __________________

2. __________________

3. __________________

4. __________________

5. __________________

6. __________________

Witness  

1. __________________

2. __________________
Annexure-10

Undertaking For Downloaded Tender Document

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

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

Company Seal:
Annexure-11

Details of Bank Account for refund of Tender Security/EMD

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

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

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

Notes:-

___________________________________________
___________________________________________

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

b) EMD/Tender Security shall be paid in compliance with RFP.
(Undertaking for Dues in other contracts)

(To be submitted by bidder (single entity/JV) and also by each member of the JV/Consortium Separately)

{To be submitted by bidder (single entity/JV) and also by each member of JV/Consortium separately}

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Lease/Contract Agreement No.</th>
<th>Date of Start</th>
<th>Date of Completion</th>
<th>Due date of Payment of last pending invoice</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

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

Signature of Authorized/signatory of Bidder
Annexure – 13

(Undertaking for Contract/s with DMRC)

(To be submitted by bidder (single entity/JV) and also by each member of the JV/Consortium Separately)

{To be submitted by bidder (single entity/JV) and also by each member of JV/Consortium separately)

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

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

a. It is certified that we (either as a single entity or as a member of JV/consortium of SPV of JV / consortium / single entity) have vacated the leased / licensed space / premises within the grace period (if provided) after completion of the tenure of the license / premature terminated / surrender.

b. It is certified that we (either as a single entity or as a member of JV/consortium of SPV of JV / consortium / single entity) have taken over the space / premises leased / licensed to us, within due date & time.

c. It is certified that we (either as a single entity or as a member of JV/consortium of SPV of JV / consortium / single entity) have not encroached on the common areas / circulating areas or any other space which is not leased / licensed to us.

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

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

- Strike over which is not applicable.

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

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

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

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

4. Sale of tobacco and tobacco products.

5. ATMs

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

7. Advertisement at any location and in any format.

8. Banqueting and similar activities.
CHAPTER: 1

DRAFT LICENSE AGREEMENT

Agreement No _________________ of Year 2020

THIS AGREEMENT is executed on this _____ day of ___________ 2020 at New Delhi

BY AND BETWEEN

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

AND

M/s________________________________, having their registered/ corporate office at__________________________________________________________________________, hereinafter called “Licensee” through their duly authorized signatory______________ (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the Second party.

WHEREAS

a) DMRC, with a view to augment its revenues through non-operating measures, had invited open bids from the interested parties for licensing of the Bare Spaces at INA Metro Station of Line-7 and Kalindi Kunj & Hauz Khas of Line-8 Metro Stations in 3 schedules, as detailed in Annexure –1. After consideration of the offers received, DMRC has selected the successful bidder, M/s _____________________ as the “Licensee” for assigning Licensing rights of the Bare Spaces as given in Annexure –I at concourse level at __________________ Metro Station/s hereinafter called as the “Licensed Space”, on “as is where is basis is”.

b) DMRC has agreed to provide to the Licensee, the Licensing Rights of Licensed Spaces at INA Metro Station of Line-7 and Kalindi Kunj & Hauz Khas of Line-8 Metro Stations in 3 schedules, (pre identified by DMRC) on “as is where is basis”, on payment of License Fee and other charges to DMRC on the terms and conditions hereunder contained in this License Agreement.

c) Licensee shall use, develop, manage, operate, maintain, and sub-license & vacate the Licensed Space (through proper sub-license Agreement) licensed to them at selected metro stations of Line-7 & 8, as specified in this Agreement at its own cost.
NOW THEREFORE, in lieu of the mutual promise and consideration set out herein DMRC and the Licensee (hereinafter collectively called “Parties”) witnessed and hereby agree as follows:

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

   i) This License Agreement
   ii) Letter of Acceptance No.______________ dated ___________.
   iii) The written clarifications and addenda issued to the Bidders
   iv) Tender Document/RFP
   v) Any other document of DMRC and Licensee forming part of the Bidding Process.

B. The Licensee hereby covenants as follows:

   i) Licensee hereby assumes responsibility for the licensed Bare Spaces at INA Metro Station of Line-7 and Kalindi Kunj & Hauz Khas of Line-8 Metro Stations in 3 schedules. Licensee shall be responsible to develop, manage, operate, maintain, use, sub-license & vacate (through proper sub-license Agreement) the Licensed Space as specified in this Agreement at its own cost.

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

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

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

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.
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:

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DMRC

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LICENSEE
CHAPTER: 2

DEFINITIONS

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

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

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

d. “Bidder” means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or consortium etc.

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

f. “Bid” means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by DMRC to the bidders, the Proposal submitted by the successful bidder in response to the Bid Notice in accordance with the provisions thereof.

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

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

i. “Bare Spaces” means Bare spaces namely the specified area at INA Metro Station of Line-7 and Kalindi Kunj & Hauz Khas of Line-8 Metro Stations in 3 schedules, for commercial development on license basis to be allotted by DMRC to the licensee under and in accordance with this License Agreement.
j. “Commencement Date or Handover Date” means the date on which vacant Bare spaces are handed over by DMRC to the licensee, in accordance with the terms of this agreement.

k. “License” means the licensing rights granted by DMRC to the selected bidder for commercial activity as permitted in the tender document/license agreement (except banned list of usage of premises) inside Bare spaces at INA Metro Station of Line-7 and Kalindi Kunj & Hauz Khas of Line-8 Metro Stations in 3 schedules., based on the terms and conditions of the License Agreement.

l. “Licensee” means the selected bidder, who has executed the license agreement with DMRC pursuant to bidding process for carrying out commercial activities as permitted in the tender document/license agreement (except banned list of usage of premises) inside Bare spaces at INA Metro Station of Line-7 and Kalindi Kunj & Hauz Khas of Line-8 Metro Stations in 3 schedules.

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

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

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

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

q. “License Period” means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Agreement.

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

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

t. “Permits” shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
u. "Tax" means and includes all taxes, fees, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.

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

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

x. "Change in Law” means the occurrence or coming into force of any of the following after the date of signing this Agreement:

a) The enactment of any new Indian law
b) The repeal, modification or re-enactment of any existing Indian law
c) Any change in the rate of any Tax

Provided that Change in Law shall not include:

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

ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
CHAPTER: 3

DISCLAIMER

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

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

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

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

3.5 Bidder shall undertake that they have not been banned from Business, as on date of Tender submission as per following:
   a. DMRC/ any other metro organisations (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer/bidder (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 08A of Tender Document.
   b. Also no contract of the tendered 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 the previous month of a tender submission) due to non–performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Annexure 8A of Tender Document.
   c. In case at a subsequent date the successful bidder/licensee is found to have been banned for business as given above, DMRC shall be at liberty to and have full rights to cancel the allotment of built-up/bare space and forfeit the Interest Free Security Deposit after adjusting any dues payable by the successful bidder/licensee.
CHAPTER: 4

SCOPE OF LICENSE AGREEMENT

4.1 Scope of the work:

Licensee shall have the rights to utilize the said Bare spaces as detailed in Annexure –I of this License Agreement & also in clause 1.3 of chapter 1 of RFP for commercial purpose except for banned usages/ negative list as detailed in Annexure –II subject to the terms and conditions and as detailed in this License Agreement and specified by DMRC time to time. Licensee shall be responsible for the following activities:

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

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

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

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

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

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

f) Procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities concerned, to be able to use the tendered space for desired commercial purposes/ business, will be sole responsibility of the successful bidder/licensee. DMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.
g) Fire fighting and other infrastructure so created within the licensed space must be integrated with that already provided/planned for the metro station of DMRC.

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

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

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

k) Marketing / Promoting / Sub-licensing of the offered spaces as specified in this License Agreement. Except for sub-licensing the use of the licensed space as per the terms of this license agreement, Licensee shall not assign any of their rights, or interest in respective license agreement in favour of any company/person(s) at any time and for any reasons whatsoever.

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

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

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

o) Licensee shall be responsible for obtaining fire NOC for their licensed area from Delhi Fire Services.

p) The licensee shall make provision for TOD energy meter as per latest DERC guidelines.

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

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

GRANT OF LICENSE AND HANDING OVER OF SPACE

5.1 The Bare spaces Licensing Rights of bare spaces at INA Metro Station of Line-7 and Kalindi Kunj & Hauz Khas of Line-8 Metro Stations in 3 schedules, have been offered for licensing rights as detailed in Annexure-I.

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

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

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

5.5 Consequent to any alteration / renovation of the licensed premise(s), for which prior written approval from DMRC has been taken by the licensee, if resulting in any increase / decrease in the handed over area, the variation shall not be considered for any change in the license fee or other payment terms. However, at the time of termination or natural completion of contract, DMRC reserves the right to ask the licensee to restore the licensed premises as per original allotment.

5.6 If Licensee applies for additional ‘adjacent / same area’ (even if for utility) up to 10% variation in Tendered area within fitment period, the same shall be provided on pro-rata basis, if found feasible, on sole discretion of DMRC. For area beyond this time frame and/or 10% variation range of Tendered area, the same shall be provided on negotiated / market rate, if found feasible, only on sole discretion of DMRC. DMRC is free to market, area beyond this time frame and/or 10% variation on open/limited/single Tender basis. Any additional area taken within the fitment period shall have a fitment period co-terminus with the fitment period of the original area handed over.

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

5.8 Construction of mezzanine floor by the licensee shall be permitted adhering to prescribed norms, after due approval from DMRC. Prospective bidders to quote their bid(s) keeping in view the availability of additional floor area in form of mezzanine floor, subject to feasibility / norms & DMRC approval. No additional licensee fee shall be charged for creation of this additional floor in form of mezzanine level. However, for areas/ space with
lower height, intermediate slabs may be permitted with approval of DMRC for storage of utilities. The same shall not be charged. However, at the time of termination or natural completion of contract, DMRC reserves the right to ask the licensee to restore the licensed premises as per original allotment. In case of construction of mezzanine floor, the applicable property tax/service charge will also be charged & recovered for the mezzanine floor, if any, from the licensee.

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

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

TENURE OF LICENSE AGREEMENT

6.1 Tenure of License Agreement shall be for a period of Fifteen (15) years, unless otherwise terminated by DMRC or surrendered by Licensee, in term of provisions of this agreement. The tenure of License Agreement shall commence from the date of handing over of the licensed space. Tenure of the License Period of any space handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.

6.2 For carrying out the fit-outs, finishing works etc., licensee would be permitted a rent free period of 180 days from the date of handing over of the licensed space. Licensee shall have to complete in all respects the development of the licensed space, within a period of 180 days from the date of ‘handing over’ of the bare space/area by DMRC under the License Agreement. For any delay in completion of work, DMRC shall not be responsible. In any case, the License Fee shall become chargeable immediately after the specified fitment period of 180 days i.e. w. e. f. 181st day of handover.

6.3 There shall be a lock-in period of 3 (three) years from the date of start of license period. If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of three (3) years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to Licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property at nil/ zero value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

6.4 There shall be a lock in period of three (3) years from the date of commencement of license agreement/period. The Licensee shall have option to exit from the License Agreement immediately after completion of the lock in period. For it, the Licensee shall have to issue 180 days prior notice to DMRC. Such prior notice intimation can be given after two and half (2 ½) years however option to exit will be available only after three (3) years. In this case, Balance Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property at nil / zero value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
6.5 There shall be a lock-in period of 3 (three) years from the date of start of license period. If the Licensee is desirous of terminating the license after expiry of above said lock-in period without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such short / irregular intimation period. In such cases, the Interest Free Security Deposit shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property at nil/ zero value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

6.6 No partial surrender of the Licensed Space/area which has been handed over to the Licensee by DMRC shall be permissible to the Licensee during the currency of License Agreement.

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

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

6.9 Extension of License:

The License Tenure of this license agreement shall be fifteen (15) years with a lock-in period of three (3) years from date of handing over of offered space. Tenure of the license agreement shall not be extended.
CHAPTER -7

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

7.1 License Fee:

a.) The license fee (L/F) (exclusive of all taxes) for the licensed bare space/area shall be paid by Licensee to DMRC Ltd. @ Rs._______/- per sqm/month. The said license fee shall be paid in advance on quarterly basis for actual super area handed over.

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

c.) The charging of license fee shall commence after 180 days fitment period from date of handing over of licensed space or date of deemed handover whichever is earlier.

d.) The aforementioned license fee shall be increased / escalated by 20% on compounding basis after completion of every three (3) years of license period.

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

- The Billing quarterly - 1st Jan – 31st March
- Period for the issue of invoice - 1st December - 15th December
- Last Date of payment of Dues to DMRC- 31st December

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

f.) The licensee shall preferably pay the advance quarterly license fee to DMRC Ltd. by E-mode i.e. RTGS/ NEFT for credit of the designated account of DMRC after obtaining prior approval and complying with the laid down procedures of DMRC as per Annexure –III , III (1) & III (2) of this license agreement.

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

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

i.) Licensee shall periodically advise the details of payment deposited with DMRC. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of DMRC), then others dues/ liabilities like electricity, etc. and lastly License fee shall be accounted for.
j.) If the Licensee fails to pay or partly pay the license fee and other dues required to be paid as per terms and condition of License Agreement by the due date, a 15 (fifteen) days Cure Notice shall be issued to pay the outstanding license fee and other dues along with an interest of 18% (Eighteen percent) per annum on the amount of License Fee and other dues outstanding after the due date and falling in arrears. Interest shall continue to be accrued on monthly compounding basis until all the payable amount of License Fee and other dues are finally paid & squared up. Such interest shall be charged on outstanding dues for the actual number of day(s) of delay in payment.

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

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

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

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

7.2 Interest Free Security Deposit (IFSD):

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

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

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

d.) The Bank Draft/ Pay Order issued for payment of Interest Free Security Deposit shall be in favour of DMRC Ltd. payable at New Delhi & issued by a Scheduled Commercial Bank based in India,

e.) Irrevocable Bank Guarantee issued for Interest Free Security Deposit shall be in the prescribed format of DMRC as per Annexure-8 of DLA issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, from/payable at its Branches located in Delhi/ NCR. The Bank Guarantee shall be valid for at least three years from the days of issue. The Bank Guarantee shall be renewed & extended on rolling basis for a period of 3 years or more well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked & encashed by DMRC without any prior intimation to the licensee. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Successful bidder shall be invoked & encashed by DMRC without any prior notice to the Licensee.

f.) In case of a JV/ Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/ Consortium. However, splitting of the Interest Free Security Deposit/ performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/ Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.

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

ICICI Bank Limited
9A, Phelps Building,
Connaught Place, New Delhi – 110001.
IFSC Code: ICIC0000007

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

i.) In case of successful completion of the full term of the License period i.e. Fifteen (15) years from commencement date of License Agreement, Interest Free Security Deposit shall be refunded without accruing any interest on it and after adjusting the outstanding dues subjected to fulfillment of all handover requirements by the Licensee up to the satisfaction of DMRC.

j.) DMRC shall reserve the right for deduction of DMRC dues from Licensee’s Interest Free Security Deposit/ Performance Security at any stage of agreement i.e. currency/ completion/ termination/ surrender, against:

1.) Any amount imposed as a penalty and adjustment for all loses/damages suffered by DMRC for any nonconformity with the Agreement terms & condition by the Licensee.

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

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

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

k.) Once an amount is debited from the Interest Free Security Deposit, the Licensee shall replenish the Interest Free Security Deposit to the extent the amount is debited, within fifteen (15) days period failing which it shall be treated as a Licensee’s event of default and DMRC shall be free to terminate the license agreement as per provisions of this agreement.

7.3 Taxes and Other Statutory Dues:

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

7.4 Property Tax and Registration of License Agreement:

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

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

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

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

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

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

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

The registration of License agreement of respective schedule should be done within 30 days of signing of agreement of that schedule by the licensee (registration fees, stamp duty etc to be fully borne by the licensee) and the duly registered documents to be submitted to DMRC for records. Any amendment in the contract/license agreement, if required to be registered, shall also be registered with 30 (thirty) days from the date amendment and duly registered document shall be submitted to DMRC for record. In case the registration of license agreement/amendment is not done within 30 (thirty) days from the date of singing of agreement/amendment, it shall be treated as “material breach of contract” in terms of clause no. 12.2(p) of DLA. The licensee shall be given 30 (thirty) days time to cure the default to the satisfaction of DMRC within the cure period in terms of clause no. 12.3 of DLA. In case the licensee fails to cure/rectify the event of default to the satisfaction of DMRC within the cure period of 30 days, DMRC may terminate the license agreement of respective schedule after the expiry of cure period duly forfeiting the Interest Free Security Deposit & any other amount paid by the licensee to DMRC.
CHAPTER: 8
DEVELOPMENT, MAINTENANCE AND OPERATION
OF LICENSED SPACE

8.1 Development of Licensed Space:

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

a) The all the developments shall duly adheres to the provision of all Applicable Laws including and in particular the prevalent Delhi Building Bye Laws and specified guideline/ requirements of other competent authorities and as per DMRC specifications.

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

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

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

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

f) Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.

g) The facilities and works being undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the DMRC’s employees, other users. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site.

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

i) The Licensee shall strictly comply with the safety procedure, measurement, specification & guidelines for execution of electrical works, approved list of
materials, etc. as laid down in Annexure to this Agreement. All materials used for development of structures must be fire retardant. If it is noticed at any stage that licensee has compromised with the safety procedure, measurements, specifications, guidelines and quality of materials as laid down in the agreement, the penalty up to Rs.100000/- (Rupees One Lakh only) per instance shall be imposed on the Licensee.

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

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

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

m) The Licensee is expected to apply & obtain all necessary approvals/permissions and timely to complete all development activities within specified fitment period from taking over the site. For any delay in completion of work, DMRC shall not be responsible. In any case, the License Fee shall become chargeable after the specified fitment period.

8.2 Operation & Maintenance of Licensed space:

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

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

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

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

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

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

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

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

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

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

k.) Encroachment:

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

l.) Further, DMRC can impose the fine on Licensee up to Rs.5, 000/- per offence per instance on the following offenses:
i. Any staff of Licensee found in drunken condition/ indulging in bad conduct.

ii. Any staff of the Licensee found creating nuisance.

iii. Improper maintenance & defacement of the Metro Property.

iv. Dishonour of drafts and Cheques given by Licensee in favour of DMRC. Cheques will be accepted only in emergent situations & with prior approval of HOD level official of DMRC

v. Misbehaviour with staff and commuters of DMRC.

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

vii. Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.

viii. Not following the instructions issued by DMRC authorities from time to time

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

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

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

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

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

c) to furnish “As Built Drawings” of the premises with 30 days of completion of development work.

d) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of their activities or any of their agents, contractors, sub-Licensee, etc.;

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

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

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

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

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

j) at all times, to afford access to the Licensed Space to the authorised representatives of DMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the business of Licensed Bare spaces, to inspect the Licensed Space and to investigate any matter within their authority and upon reasonable notice; and

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

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

9.3 Sub-Licensing:

The successful bidder/licensee shall be entitled to sub-license the licensed space with the prior approval of DMRC. However, for any such sub-license the following guiding principles shall be scrupulously observed.

a) The successful bidder/licensee shall be entitled to sub-license, the licensed space, during the subsistence of the License period with a clear stipulation that sub-licenses granted shall terminate simultaneously with the termination of this License Agreement, including on sooner termination of the License Period for any reason whatsoever.

b) All contracts, agreements or arrangements with sub-licensees shall specifically stipulate this covenant of termination of the sub-licensee’s rights, and further that the successful bidder / sub-licensee shall not have any claim or seek any compensation from DMRC for any such termination.

c) The successful bidder (Licensee) shall prepare a draft standard format of the sub-license agreement, which he/she/they shall be required to sign with the sub-licensees for the use of the Licensed Bare spaces based on terms and condition of License Agreement between DMRC and successful bidder. The format of standard Sub-License Agreement shall be approved by DMRC before execution of any sub-license to third party. In case of any deviation from the above-mentioned standard draft sub-license agreements, the successful bidder shall obtain the prior written consent and approval of DMRC before entering into an agreement with a sub-licensee. DMRC reserves the sole right not to give consent/approval to such a request and no compensation or claim on this account shall be entertained.

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

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

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

b) The rights, which Licensee shall have in relation to the said licensed space, are only those set out in this Agreement.

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

9.6 Infrastructure Services:

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

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

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

(iii) Licensee shall install LED electrical lights and energy efficient Air-Conditioners to ensure energy conservation.

(iv) Availing power supply from outside agencies in DMRC is not permitted. Hence, for reliability of power supply, if desired, licensee can install their own DG sets at their own cost subject to adhere all norms specified in Annexure –IV.

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

(vi) Dedicated fire alarm & control system for tendered space has to be planned and installed by licensee at their own cost as per the statutory requirement of Delhi Fire Services. The tapping point for the fire fighting system are approx. 300 meters away from licensed area, it is licensee’s responsibility to connect licensed area to aforesaid tapping point at their own cost. Further, details of existing capacity of fire fighting pumps and water tanks are detailed in Annexure –IV.

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

b.) Water Supply:

Water supply will be provided as per feasibility. The licensee will have to make their own arrangements for drawing pipe lines from aforesaid point to their licensed area at their own cost. Further, licensee will have to make their own arrangement for distributions of water including the installation of meters, storage and purification at their own cost after taking all necessary approvals. The discharge of all wastes including the drainage shall also be arranged by the
licensee at their own costs and in this connection it shall follow all the directives as may be issued by the authorized representative of the DMRC. The water charges shall be charged on actual basis as per Delhi Jal Board rates.

c.) Sanitary Connection:

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

d.) Disposal of Waste:

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

e) Telephone:

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

f) Security:

Licensee shall install CCTV cameras inside/ outside the licensed area and also arrange security arrangement for their licensed area at their own cost. Licensee hereby undertakes to indemnify DMRC against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out on this account.

g) Provision of Gas Bank/ PNG:

Over and above provision of Gas Bank / PNG is subject to availability and technical feasibility. Successful bidder agrees voluntarily and unequivocally not to seek claim, damages, compensation or any other consideration whatsoever on account of non availability / provision of Gas Bank. The policy for Provision of Gas Bank/ PNG is annexed at Annexure – X

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

INDEMNITY AND INSURANCE

10.1 The Licensee hereby undertakes to indemnify and hold DMRC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities, agreement to sub-License entered in to between the Licensee and end user.

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

10.3 The Licensee hereby undertakes that DMRC shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his contractors/ sub-contractors/ sub-Licensees. The Licensee shall indemnify and keep indemnified DMRC against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

10.4 The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Licensee shall indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.

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

10.6 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said premises to the Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to DMRC in accordance with its extant policies.

10.7 The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
10.8 The Licensee shall indemnify DMRC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property.

10.9 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless DMRC, DMRC’s officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.

10.10 The Licensee shall indemnify and keep indemnified DMRC for any losses/ penalties on this account levied by any judicial/statutory authorities/courts on the Licensee.

10.11 Insurance and Waiver of Liability:

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

FORCE MAJEURE

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

a) Earthquake, Flood, Inundation, Landslide.
b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
c) Fire caused by reasons not attributable to the Licensor/licensee.
d) Acts of terrorism
e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
f) Strikes or boycotts, other than those involving the Licensor/ Licensee, its contractors, or their employees, agents etc.

11.2 The License fee for the portion affected due to Force Majeure shall be exempted for the affected period if the force majeure condition persists for more than 7 days.

11.3 Occurrence of any Force Majeure shall be notified to the other party within 7 days of such occurrence. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of 7 (seven) days to the other party and interest free Security Deposit/ Performance Guarantee shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.
CHAPTER: 12

BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT

12.1 Surrender of License Agreement:

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

(ii) The Licensee shall have option to surrender the license agreement after a lock-in period of three (3) years from date of start of license period -
   a) The Licensee successfully completes initial three (3) years lock in period.
   b) There is no arrear pending with the Licensee on the date of issue of surrender notice.
   c) DMRC receives a 180 days’ advance notice, in writing, from licensee for its intention to surrender the license agreement. Such notice of 180 days can be given as per the provisions of Clause No. 6.3, 6.4 & 6.5 of this license agreement and as per Clause No. 12.1 (iii), (iv) & (v) as given below.
   d) Licensee continues to pay all dues as per schedule to DMRC till the date of pre-mature closure of License Agreement.
   e) Licensee hand over peaceful possession of the all Licensed space to DMRC free from all encumbrances within 30 (thirty) days from the termination of License agreement.

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

(iii) There shall be lock-in period of 3 years from date of commencement of the license period. If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of three (3) years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to Licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property at nil/ zero value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

(iv) There shall be a lock in period of three (3) years from the date of commencement of license agreement. The Licensee shall have option to exit from the License
Agreement immediately after completion of the lock in period. For it, the Licensee shall have to issue 180 days prior notice to DMRC. Such prior notice intimation can be given after two and half (2 ½) years however option to exit will be available only after three (3) years. In this case, Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property at nil / zero value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

(v) There shall be a lock in period of three (3) years from the date of commencement of license agreement. If the Licensee is desirous of terminating the license after expiry of above said lock-in period without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such short / irregular intimation period. In such cases, the Interest Free Security Deposit shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property at nil/ zero value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

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

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

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

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

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

   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

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

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

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

g.) If the Licensee is in violation of any of the other Clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from DMRC fails to cure the Default to the satisfaction of DMRC.

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

i) If the Licensee engaging or knowingly has allowed any of its employees, agents, or sub-Licensee to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.

j) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Space except expressly permitted under this Agreement.

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

l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DMRC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.

m) If the Licensee has abandoned the Licensed Space.

n) If the licensee submitted banned usage as per list given in Annexure-II.

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

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

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

12.3 On Operational Ground:

DMRC reserves the right to terminate the License Agreement by giving three months advance notice on operational ground. The License agreement shall stand terminated immediately after expiry of three months notice and the Interest Free Security Deposit shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

12.4 Termination for Force Majeure:

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

12.5 Other Terms & Conditions:

(i) On termination of License Agreement:

a) All sub-licenses/ third party agreements, entered by the Licensee, shall stand terminated with immediate effect ;

b) In case of termination of agreement on account of Licensee’s Events of Default, the interest free Security Deposit & advance license fee paid shall be forfeited in favour of DMRC. Any outstanding dues payable to DMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit, shall also be recovered from the licensee.

c) All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere, and

d) A notice of vacation shall be issued to the Licensee to vacate the premises within 30 days grace period.

(ii) On termination of the license agreement, the Licensee shall handover the vacant possession of the licensed premises to the DMRC’s authorized representative within 30 days (grace period) from the date of termination of License Agreement, after removal of plants, equipments, furniture, fixtures, etc. installed
by the Licensee at its own cost, without causing damage to DMRC structures. The Licensee shall be allowed to remove their temporary structures, assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space. The Licensee agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, DMRC reserves the right to deduct/ recover damage charges. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.

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

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

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

(vi) Rights of DMRC on Termination: DMRC shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Licensed space.

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

DISPUTE RESOLUTION

13.1 Amicable Resolution:

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

13.1.2 Notice of Dispute

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

13.1.3 Two stages for Dispute Resolution

Dispute shall be settled through two stages:

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

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

13.1.4 Conciliation

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

13.1.5 Conciliation Procedure

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

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

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

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

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

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

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

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

13.1.6 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

a) By the sign of settlement agreement by the parties on the date of agreement: or
b) By written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration: or

c) By a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration: or

d) By a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

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

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

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

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

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

   Further, it is agreed between the parties as under:

13.2.1 Number of Arbitrators: The arbitral tribunal shall consist of:
1. Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
2. (Three) arbitrators in all other case.

13.2.2 Procedure for appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:

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

   ii) In case of 3 Arbitrators:

      a) Within 60 days from the day when a written and valid demand for Arbitration is received by General Manager/Property Business on behalf
of MD/DMRC, the DMRC will forward a panel of 5 names to the licensee. The licensee will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by DMRC.

b) DMRC will decide the second Arbitrator, MD/DMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the licensee within 30 days from the receipt of the consent for one name of the Arbitrator from the licensee. In case the licensee fails to give his consent within 30 days of dispatch of the request of the DMRC then MD/DMRC shall nominate both the Arbitrators from the panel.

c) The third Arbitrator shall be chosen by the two arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to licensee or from the larger panel of Arbitrators to be provided to them by DMRC at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / DMRC, New Delhi.

d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is /are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in te opinion of the MD/DMRC fails to act without undue delay, the MD/DMRC shall appoint new Arbitrator / Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in (ii) (c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).

e) The DMRC at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the licensee.

13.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 13.2.2 above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

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

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

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

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

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

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

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

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

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

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

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

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

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

13.6 Suspension of Work on Account of Arbitration
During the pendency of Arbitration/Conciliation proceedings, the licensee shall continue to perform and make due payments due to DMRC as per license agreement.
SCHEDULE D (Part A)

Fee of the External Arbitrators Dealing with Arbitration Cases

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Maximum amount payable per External Arbitrator, per case</th>
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<tbody>
<tr>
<td>1.</td>
<td>Arbitration Fee</td>
<td>Refer section 11(14)- The fourth schedule of “The Arbitration and Conciliation (Amendment) Act, 2015”</td>
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<tr>
<td></td>
<td>Sum in Dispute*</td>
<td>Model Fee</td>
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<tr>
<td></td>
<td>Up to Rs. 5.00 lakh</td>
<td>Rs. 45,000</td>
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<tr>
<td></td>
<td>Above 5.00 lakh and up to Rs. 20.00 lakh</td>
<td>Rs. 45,000 plus 3.5% of the claim amount over and above Rs. 5.00 lakh</td>
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<td></td>
<td>Above Rs. 20.00 lakh and up to Rs. 1.00 crore</td>
<td>Rs. 97,500 plus 3% of the claim amount over and above Rs. 20.00 lakh</td>
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<tr>
<td></td>
<td>Above Rs. 1.00 crore and up to Rs. 10.00 crore</td>
<td>Rs. 3,37,500 plus 1% of the claim amount over and above Rs. 1.00 crore</td>
</tr>
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<td></td>
<td>Above Rs. 10.00 crore and up to Rs. 20.00 crore</td>
<td>Rs. 12,37,500 plus 0.75% of the claim amount over and above Rs. 10.00 crore</td>
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<tr>
<td></td>
<td>Above 20.00 crore</td>
<td>Rs. 19,87,500 plus 0.5% of the claim amount over and above Rs. 20.00 crore with a ceiling of Rs. 30.00 lakh.</td>
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* Ceiling limit of Rs. 30.00 lakh is inclusive of Rs. 19,87,500/-

* Sum in dispute mentioned above shall include any counter claim made by a party also.

**Note**

1. In the event, the arbitral tribunal is a sole arbitrator; he/she shall be entitled to an additional amount of twenty five percent on the fee payable as above.

2. The fee shall be conveyed to Arbitrator(s) at the time of issuing the appointment letter.

<p>| 2.     | Secretarial Assistance &amp; incidental charges (telephone, fax, postage, etc.) | Rs. 20,000/- per case, payable to sole arbitrator or presiding arbitrator only on behalf of Arbitral Tribunal, in case where Secretariat Assistant / Personal Assistant is arrange by sole Arbitrator/Arbitral Tribunal at their own Or |</p>
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<tr>
<td>**INR 10,000/- per case, payable to sole Arbitrator or presiding</td>
<td>Arbitrator only on behalf of Arbitral Tribunal, in cases where</td>
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<td>Arbitrator only on behalf of Arbitral Tribunal, in cases where</td>
<td>Secretariat Assistant/Personal Assistant is provided by DMRC on</td>
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<td>Secretariat Assistant/Personal Assistant is provided by DMRC on</td>
<td>the request of sole Arbitrator / Arbitral Tribunal. In such cases,</td>
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<tr>
<td>the request of sole Arbitrator / Arbitral Tribunal. In such cases,</td>
<td>Secretariat Assistant/Personal Assistant shall be paid @ INR</td>
</tr>
<tr>
<td>Secretariat Assistant/Personal Assistant shall be paid @ INR</td>
<td>1000/- per hearing/meeting held in DMRC premises based on</td>
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<td>1000/- per hearing/meeting held in DMRC premises based on</td>
<td>certification by sole Arbitrator or presiding Arbitrator of</td>
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<td>certification by sole Arbitrator or presiding Arbitrator of</td>
<td>Arbitral Tribunal.</td>
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<td>Arbitral Tribunal.</td>
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3. **Other Expenses (actual against bills subjected to the prescribed ceiling) applicable for the days of hearing only**

   - **i) Travelling Expenses**
     - Economy Class (by Air), First Class AC (by train) and AC car (by road)

   - **ii) Lodging and Boarding**
     - a) Rs. 15,000/- per day (in metro cities)
     - b) Rs. 7,500/- per day (in other cities)
     - c) Rs. 3,000/- per day, if any arbitrator makes their own arrangements

4. **Local Travel Charges**
   - Rs. 2,000/- per day of hearing / meeting

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

**Note:-**

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

Fee of the External Conciliator dealing with Conciliation Cases

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<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Maximum amount payable per External Conciliator, per case</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Conciliation Fee</td>
<td>Rs. 20,000/- per hearing (to be equally shared by both the parties) subject to a maximum of 4.00 lakh per case</td>
</tr>
<tr>
<td>2.</td>
<td>Reading charges/studying of documents</td>
<td>Rs. 20,000/- per case including counter claim, etc.</td>
</tr>
<tr>
<td>3.</td>
<td>Secretarial Assistance &amp; Incidental Charges (telephone, fax, postage, etc.)</td>
<td>Rs. 20,000/- per case</td>
</tr>
<tr>
<td>4.</td>
<td>Charges for preparing &amp; issuing of Settlement Agreement</td>
<td>Rs. 25,000/-</td>
</tr>
<tr>
<td>5.</td>
<td>Other expenses (actual against bills subject to the prescribed ceiling)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>applicable for the days of hearing only</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) Travelling Expenses</td>
<td>Economy Class (by Air), First Class AC (by train) and AC Car (by road)</td>
</tr>
<tr>
<td></td>
<td>ii) Lodging and Boarding</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Rs. 15,000/- per day (in metro cities)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Rs. 7,500/- per day (in other cities)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Rs. 3,000/- per day, if any arbitrator makes their own arrangements</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Local Travel Charges</td>
<td>Rs. 2,000/- per day of hearing / meeting</td>
</tr>
<tr>
<td>7.</td>
<td>Providing facilities of hearing rooms, for arbitration hearings &amp; secretarial assistance, etc.</td>
<td>Meeting Room shall be provided by DMRC, otherwise 5,000/- per day of hearing / meeting of Arbitration.</td>
</tr>
</tbody>
</table>
SCHEDULE D (Part C)

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Maximum amount payable per Conciliator, per case</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Conciliator Fee</td>
<td>Rs. 5,000/- per sitting (to be equally shared by both parties) subject to ceiling as prescribed below:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Reading Charges/Studying of Documents</td>
<td>Rs. 5,000/- per Conciliator per case including counter claim</td>
</tr>
<tr>
<td>3.</td>
<td>Secretarial Assistance &amp; Incidental Charges (telephone, faix, postage, messenger, etc.)</td>
<td>Rs. 10,000/- per case</td>
</tr>
<tr>
<td>4.</td>
<td>Charges for publishing settlement agreement</td>
<td>Rs. 10,000/- per case</td>
</tr>
</tbody>
</table>

Note:
The above fee is for hearings and includes a maximum of 3 internal meetings held at DMRC office by the Conciliators for finalization of award without the presence of the parties involved.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Amount in Dispute (in INR)</th>
<th>Ceiling Limit (In INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Up to 1 Crore</td>
<td>Rs. 25,000/-</td>
</tr>
<tr>
<td>2.</td>
<td>1 to 10 crore</td>
<td>Rs. 50,000/-</td>
</tr>
<tr>
<td>3.</td>
<td>Above 10 crore</td>
<td>Rs. 75,000/-</td>
</tr>
</tbody>
</table>
CHAPTER: 14
REPRESENTATIONS AND WARRANTIES

14.1 The Licensee represents and warrants to DMRC that -

a) It is duly organized, validly existing and in good standing under the laws of India;
b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
d) It has the financial standing and capacity to undertake the commercial utilization of Licensed Bare spaces;
e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
f) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
g) There are no actions, suits, proceedings or investigations pending or to the Licensee’s knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
h) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
i) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
j) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to DMRC or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
k) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DMRC shall not be liable for the same in any manner whatsoever to the Licensee.
l) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of DMRC. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.
14.2 Obligation to notify change:

In the event that any of the representations or warranties made by the Licensee ceases to be true or stands changed, it shall promptly notify DMRC of the same.

14.3 DMRC covenants:

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

b) DMRC covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the agreement, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by DMRC or by any other person(s) claiming by, through or under or in trust for DMRC.

c) On paying the License fee, Licensee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the Licensed space throughout the said term without any interruptions by the DMRC or by any person claiming by, through, under or in trust for DMRC.

d) DMRC shall provide necessary documents pertaining to DMRC properties, if required by Licensee for seeking any permission pertaining to various activities from any Government Agency.
15.1 All penalty amounts stipulated in the License Agreement shall become double after completion of every three (3) years from the date of commencement of License Agreement on rolling basis.

15.2 Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines, building guidelines, fire norms etc. DMRC shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/claim in this regard, whatsoever the reason may be.

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

15.4 Employees conduct:

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

15.5 Signage:

a) The Licensee shall have the right to display signage(s) of suitable size with prior approval of DMRC for displaying their generic name of each Space. The signage may be illuminated or non-illuminated at the Licensee’s option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. The Licensee shall need to obtain a written approval from DMRC before putting up any form of signage and DMRC
reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by DMRC. However, separate space for generic signage may be provided at ground level subject to feasibility.

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

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

15.6 Notices:

DMRC and Licensee voluntarily and unequivocally agrees –

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

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

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

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

d) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.
Annexure-1

**Detail of Bare Spaces offered for licensing at selected metro stations of Line-7 & 8 of DMRC**

### Schedule-1

<table>
<thead>
<tr>
<th>S/N</th>
<th>Name of Station</th>
<th>Area in Sqm</th>
<th>Location</th>
<th>Reserve price in sqm/month (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>INA</td>
<td>183.00</td>
<td>Concourse level</td>
<td>320</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td>183.00</td>
</tr>
</tbody>
</table>

### Schedule-2

<table>
<thead>
<tr>
<th>S/N</th>
<th>Name of Metro Station</th>
<th>Approximate area (in sqm)</th>
<th>Location</th>
<th>Reserve Price (Sqm/Month) (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Kalindi Kunj</td>
<td>138.40</td>
<td>Concourse Level</td>
<td>550</td>
</tr>
</tbody>
</table>

### Schedule-3

<table>
<thead>
<tr>
<th>S/N</th>
<th>Name of Metro Station</th>
<th>Approximate area (in sqm)</th>
<th>Location</th>
<th>Reserve Price (Sqm/Month) (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hauz Khas</td>
<td>352.80</td>
<td>Concourse Level</td>
<td>820</td>
</tr>
<tr>
<td></td>
<td>Total area (in sqm)</td>
<td></td>
<td></td>
<td>352.8</td>
</tr>
</tbody>
</table>

Note-1: Area indicated above is approximate. Actual area measured at the time of handing over shall be final. If there is any variation in area the License Fee and other dues shall be charged for actual area handed over.

Note -2: Successful bidder shall be required to execute all developmental works at their own cost as required for commercial development in the tendered area where only temporary structure shall be developed as per DMRC specifications.

Note-3: Aforementioned Bare spaces offered are on license basis and are available on “as is where is basis”.

Note-4: The Commercial Space(s) can be utilized for any activity except banned list of usages as given in Annexure-II of Draft License Agreement, including for Restaurant cum Bar with serving of liquor. Supermarket or departmental stores where sealed liquor may be sold along with other departmental store items is allowed but no exclusive display of “sale of liquor” or advertisement of liquor brand is permitted. However, shops exclusively selling liquor and/or alcohol based beverages/drinks are not permitted. The responsibility of taking prior approvals & relevant licenses from all the relevant legal and statutory authorities as per the applicable laws of operation of its business shall solely lie with successful bidder. Furthermore, successful bidder shall also ensure prominent display of information regarding prohibition of travelling in metro in drunken state.
Annexure-II

LIST OF USAGES BANNED/NEGATIVE LIST

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

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

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

4. Sale of tobacco and tobacco products.

5. ATM’s

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

7. Advertisement at any location and in any format.

8. Banqueting and similar activities.
Annexure-III

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

Dt. __/___/____

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

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

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

I/We____________________________ (name of the Licensee/ company/ party) have been made to understand that payments of contract shall be acceptable to M/s DMRC Ltd. in the form of RTGS, NEFT or IMPS only and I/we______________________ intend to make payments through RTGS/NEFT/ECS procedures the same shall require prior approval of DMRC as per the terms and conditions detailed as under:

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

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

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

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

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

Date: _____/_____/_______

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

Property Business Cell
FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS IN PD CONTRACTS

1. Name and address of client / Licensee

2. Customer ID

3. Lease out No

4. Invoice No. and Date

5. Period of Invoice

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description/Head details</th>
<th>Period</th>
<th>Amount</th>
</tr>
</thead>
</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, Barakhamba Road Branch, IFSC code – SYNB0009036, MICR code – 110025004, A/c No. - 90363210000015**

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

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

---

To be filled by DMRC Officials

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

1. 
2. 
3. 

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

Dated: ____/____/_______

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

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

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

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

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

Thanking you

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

To be filled by DMRC Officials

On the request for the _____________________________(name of Licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC’s authorized bank name and account No. to which payments to be made – M/s Syndicate Bank, Barakhamba Road Branch, IFSC code – SYNB0009036, MICR code – 110025004, A/c No. - 903632100000015 subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PD contracts every time seven (7) before due date for approval of DMRC Ltd and submission of confirmation of deposition of payments before the due date.

Dated: ____/____/_______

Signature of MGR/AM-Property Business
Annexure-IV

Rules and Guidelines for Release of Electric Power

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

2. The power supply connection released for commercial activity shall be from the available DMRC power network, which is reliable having adequate redundancy. However, if the Licensee proposes to install DG set, the same shall be conforming to DMRC’s DG set Policy as per Annexure-IV(H).

3. Licensee may provide split ACs at his own cost conforming to detailed specifications attached at Annexure-IV(E). However, if the Licensee requires to provide any other type of AC system such as VRV, Central Plant, etc., the same shall be provided with prior approval of DMRC.

4. Electric connection up to each shop is already available. However, if bulk power supply is required, the same shall be made available from DMRC Switch Room. Licensee is required to pay the cost of electrical works required for extension of power from DMRC panel/ DB up to site on actual basis + DMRC service charges @15%. Alternatively, Licensee may also undertake electrical work for extension of power from nominated source under DMRC supervision and complying all codal provisions listed DMRC specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).

5. DMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
   a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS 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.

6. Licensee shall extend power supply from this Meter box at his own cost. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises, Annexure-IV(D). Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-IV(F). The work executed by Licensee shall be inspected by DMRC representative for ensuring compliance of specifications/stipulations of contract.

7. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, electric meter, connected software, etc. shall be sole property of DMRC.
Licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.

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

9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.

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

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

12. TARIFF: Rate of electricity shall be charged from Licensee at which concerned DISCOM would be charging, had they obtained electric connection from them.
Annexure-IV(A)

Format of Application for Temporary Power Supply

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

Procedure

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

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

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

<table>
<thead>
<tr>
<th>SN</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Licensee</td>
<td>:</td>
</tr>
<tr>
<td>2</td>
<td>Station</td>
<td>:</td>
</tr>
<tr>
<td>3</td>
<td>Reference to allotment letter (Copy to be attached)</td>
<td>:</td>
</tr>
<tr>
<td>4</td>
<td>Load Requirement (KW)</td>
<td>:</td>
</tr>
<tr>
<td>5</td>
<td>Details of submission of Advance Consumption Deposited as per load</td>
<td>:</td>
</tr>
<tr>
<td>6</td>
<td>Details of Cable installed along with earthing (Make and rating)</td>
<td>:</td>
</tr>
<tr>
<td></td>
<td>Attach cable test report</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Details of MCCB/MCB installed (make and rating)</td>
<td>:</td>
</tr>
<tr>
<td>8</td>
<td>Details of ELCB installed (make and rating)</td>
<td>:</td>
</tr>
<tr>
<td>9</td>
<td>Details of MDI / TOD Energy installed (Make and rating)</td>
<td>:</td>
</tr>
<tr>
<td></td>
<td>Attach Original Meter Test Report</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Please confirm whether lockable DB with earthing has been provided</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 / Not</td>
</tr>
<tr>
<td></td>
<td>E &amp; M supervisor)</td>
<td>Attached</td>
</tr>
<tr>
<td>12</td>
<td>Attach Electrical Declaration on Rs.100/- Non-judicial Stamp paper</td>
<td>Attached / Not</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Attached</td>
</tr>
<tr>
<td>13</td>
<td>Attach Electrical Installation Test Report (In stipulated format)</td>
<td>Attached / Not</td>
</tr>
<tr>
<td></td>
<td>signed from Electrical contractor holding valid license</td>
<td>Attached</td>
</tr>
</tbody>
</table>

## Procedure

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

2. Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.
Annexure-IV(C)

**Electrical Installation Test Report**

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

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

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

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

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

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

3. Cables up to 6 Sq.mm. shall 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 cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations 2 separate earth wire of 8 SWG copper conductor shall be used.

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

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

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

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

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

9. In case, the Licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection shall be restored on first occasion only when Licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the rights to revoke the license and forfeited the interest free Security Deposit/ Performance Guarantee.

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

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

**Table: 1 -- Rating of Electric Items**

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

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item</th>
<th>Approved Makes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>GI Conduit Pipes</td>
<td>BEC, AKG, NIC, Steel Craft -- ISI Marked</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, Schnieder</td>
</tr>
<tr>
<td>11.</td>
<td>Luminaries</td>
<td>Philips / Schrader / Osram / Bajaj / Thorn / Crompton</td>
</tr>
</tbody>
</table>
Annexure-IV(E)

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 enameled finish preceded by undercoat of anticorrosive 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 enameled finish.

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

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


9. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 mtrs. length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
10. Refrigerant used shall be Freon-22.

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

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

13. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.

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

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

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

Kiosks: This category includes ATMs, Retails Outlet provided as bare space for a maximum area of 100 Sq m. Under this category, only fire Extinguishers are required is detailed in below in Table-2

Table - 2

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

The existing shops up to an area of 250 Sq. m. are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per Table-2.

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

For bigger spaces, Licensee is required to obtain details of recommended suppression and detection system from DMRC in the beginning.
Annexure-IV(G)

Declaration

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

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

OR

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

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

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

The Bidder hereby agrees and undertakes:

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

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

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

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

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

6. that the Bidder agrees that DMRC would accept an application from the Bidder for reduction in load only after two years from the original sanction. All applications for load enhancement by the Bidder would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. that DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.

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

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

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

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

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

13. Others:

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

13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Bidder. Approval to the layouts/schemes/details shall be taken from DMRC O&M wing.

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

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

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

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

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

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

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

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

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

13.13 The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Licensee shall be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

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

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

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

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

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

17. that the Bidder’s industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Bidder’s premises.
18. that DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Bidder, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.

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

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

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

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

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

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

Date:
Place:

Signature of Bidder
(Full name)

Signed and delivered in the presence of:

Witness 1

Witness 2

Signature__________________________
Full Name__________________________
Complete Address__________________
Phone No.__________________________

Signature__________________________
Full Name__________________________
Complete Address__________________
Phone No.__________________________

List of Documents to be submitted along with Declaration
1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder.
2. Proof of allotment of the space/area leased out by DMRC in the form of the following:
   ➢ Allotment/possession letters, Lease deed
   ➢ General Power of Attorney together with proof of ownership of the executor.
   {Applicable in case of company}
Annexure-IV(H)

Guidelines for use of DG set by PD Licensee at Metro Station

1. DG set shall be allowed only as standby power supply arrangement, after release of permanent supply.

2. Capacity of DG set should not be more than sanctioned load. DG set supply should be fed only to essential loads.

3. Proper size cable should be laid as per capacity of DG set. Electrical drawings and layout plan should be got prior approval from DMRC/EIG.

4. Proper protection should be provided so that normal and DG supply are not mixed.

5. DG set should be silent type and noise and emission limits should be as per CPBC norms.

6. CPCB certificate of DG set should be submitted conforming the standards.

7. DG set should be installed in proper fencing/room so that inconvenience to commuters may be avoided.

8. Proper fire protection and suppression system should be provided for SG Set Room. Clearance shall have to be obtained from Fire Officer.

9. Proper maintenance of DG Set should be carried out so that parameters are within CPCB limits.

10. Proper separate double earthing of DG Set for body and neutral should be provided as per fault calculation. Neutral earthing should be of copper.

11. DG exhaust stack height should not be less than \( H = h + 0.2 \sqrt{\text{KVA}} \), where \( H \) = height of exhaust stack, \( h \) = height of building.

12. Diesel should only be stored in inbuilt tank of DG Set.

13. Area allotted for DG Set shall be billed for license fees.

14. EIG (Electrical Inspector General to Govt. of India) sanction is required before starting of DG Set. Inside metro premises, DMRC nominated officer act as EIG.
## Material Specification for renovation/ refurbish of premises

### Annexure-V

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| 26 TILE JOINT FILLER | Advanced Materials  
Toyo Ferrous Crete (P) Ltd  
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Unistone Ultimate Tile Adhesive  
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| 31 PLYWOOD | DuroplySharda Ply Wood Industries  
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<td>DOOR HARDWARE</td>
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<td>DRAINAGE PIPES</td>
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<td>DUCTILE IRON PIPES</td>
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<td>CAST IRON (A) S/S PIPES &amp; FITTINGS (IS:1536)</td>
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<td>GI &amp; MS PIPES (IS: 1239 PART I &amp; II, IS: 3589)</td>
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<td>GI FITTING MALLEABLE (IS: 1879 PART 1 TO X)</td>
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<td>UPVC PIPES &amp; FITTINGS (IS: 4985-1981)</td>
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<td>CPVC PIPES &amp; FITTINGS</td>
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<td>STONEWARE PIPES 7 GULLY TRAPS (IS:651)</td>
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<td>RCC DSPIPES (IS:458)</td>
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<td>COPPER PIPES &amp; FITTINGS</td>
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<td>POLYBUSYLENE (PB) PIPES &amp; FITTINGS</td>
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<td>MODIFIED BITTUMINOUS MEMBRANE ROOF</td>
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<td>INTEGRAL CRYSTALLINE WATERPROOFING</td>
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<td>HOLLOW SECTIONS, PIPES</td>
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<td>POLYCARBONAIC SHEETS</td>
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Annexure-VI

Handing Over Note

Date: __ __201…

Space (Built and Bare) Structure allotted at __________________________ metro station ___________Line, Admeasuring _______Sqm, is handed over to the Licensee, through Sh/Smt./Ms.………………………of M/s. ……………………………………………… office at…………………………on………………………(date)………………………at……….(time), in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

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

__________________________  ____________________________
Licensee  Operations

__________________________  ____________________________
E & M  Works

__________________________
PB Cell
Annexure-VII

Taking Over Note

Date: ..............201...

Vacant possession of the Space (Built and Bare) Structure allotted near __________________________ of ___________ Line Admeasuring ...........Square meter is taken over by Authorized DMRC representative on ...................... (Date) ........................ (Time) from the Licensee Through Sh/Smt./Ms. ..................... of M/s. .................................................. office at ______________ in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

_________________________  
Licensee

_________________________  
Operations

_________________________  
E & M

_________________________  
Works

_________________________  
PB Cell
Annexure-VIII

Format of Bank Guarantee

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks from/payable at _______________, (New Delhi) only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. __________________________ dated ______________

This Deed of Guarantee executed at _____________ by _____________ (Name of Bank) having its Head / Registered office at ________________________________ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

The Delhi Metro Rail Corporation Limited (hereinafter called “DMRC”), having its office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS:

1. DMRC, with a view to augment its earnings through non-operating revenue, has licensed Co-branding/advertisement activities at _____________________ Metro Station to M/s __________________________ (hereinafter called “Licensee”).

2. DMRC has agreed to provide to the Licensee, Co-branding spaces on “as is where is basis” in accordance to LOA No. ________________________ dated ____________.

3. Therein after referred to as Co-Branding/ advertisement activities, on payment of License Fee to DMRC on the terms and conditions hereunder contained in this License Agreement.

4. This License is for a period of ____________ years from the date of commencement of License period, unless otherwise terminated/surrendered earlier or extended further.

5. The offer submitted by M/s ______________________ having their registered office at __________________________ has been accepted by DMRC vide LOA No. ________________________ dated ______________.

6. As per the terms of the above mentioned LOA, the Licensee has been selected for Co-Branding/advertisement activities at _________________ Metro Station of Delhi Metro for the duration of the License.

7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.

8. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. ______________ (Rupees ______________ only) as a part of Interest free security deposit which is equivalent to the Annual license fee for ______________ Metro Station, as security for the performance and fulfilment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.

10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs. ______________(Rupees ______________ only).

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:-

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs. ______________ (Rupees ______________ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount.

For the purpose of this clause, any letter making demand on the Bank by DMRC dispatched by Registered Post with Ack. Due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The scheduled commercial Bank issuing the above Bank Guarantee confirms that it is on the SFMS (structured financial messaging system) platform, and it will invariably send a separate advise of the BG to the designated bank of DMRC, through SFMS.

3. Any such demand made on the Guarantor by DMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.

4. This Guarantee shall be irrevocable, valid and remain in full force until ……………………………(period of expiry) or till the end of 6(Six) month after completion of the License Period; or for such extended period as may be desired by DMRC, and as conveyed by DMRC to Bank.

5. In such case of renewal, the Guarantor shall renew the Bank Guarantee, sixty days prior to the expiry of validity of the Bank Guarantee and the process for extension of the Guarantee would be repeated till period of License Agreement is exhausted.
Failure to extend the validity of Bank Guarantee at least sixty days prior to the expiry date of Bank Guarantee would lead to encashment of this Bank Guarantee as per the concept of extend or pay.

6. For last year of License period, the Licensee shall submit the Bank Guarantee valid for remaining License period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and encashed by DMRC without any prior notice to the Licensee.

7. This Guarantee shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the License Period subject to fulfilment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.

8. This Guarantee is unconditional and irrevocable during the currency of BG till such time DMRC discharges this Guarantee by issuing a letter to the Guarantor in this behalf.

9. The Guarantor undertakes to pay the amount mentioned herein as Principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.

10. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.

11. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.

12. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the Bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee’s liabilities.

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

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

15. The Bank also agree that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Delhi.

16. Partial and Multiple drawings/withdrawals are permitted under this bank Guarantee.

17. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.
18. This guarantee shall come into effect forthwith and shall remain in force up to ______________ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC’s prior consent in writing.

19. Notwithstanding anything contained hereinabove:
   a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. ______________ (Rupees ______________ only).
   b) This Guarantee shall remain in force up to ______________.
   c) Unless the demand/claim under this guarantee is served upon us in writing on or before ______________ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

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

For and on behalf of the ______________ Bank.

Signature of authorized Bank official

Name: ____________________________
Designation: _______________________
I.D. No.: ______________
Stamp/Seal of the Bank: ___________

Signed, Sealed and Delivered for and on behalf of the Bank by the above named ______________________
In the presence of:

Witness–1
Signature __________________________
Name ____________________________
Address __________________________

Witness–2
Signature __________________________
Name ____________________________
Address __________________________
Annexure-IX

PLANS OF LICENSED BARE SPACE AT SELECTED METRO STATIONS OF LINE-7 & 8 OF DMRC NETWORK

Note: The Plans of licensed bare spaces at **INA Metro Station of Line-7** and **Kalindi Kunj, Hauz Khas of Line-8 Metro Stations in 3 schedules** metro stations have not been uploaded on web site due to security concerns. However, if required, location plans may be collected from the DMRC office.
Annexure-X

DMRC Policy for permission of Piped Natural Gas (PNG)

DMRC shall permit use of PNG for purpose of cooking subject to fulfilling of statutory conditions and compliance of regulatory conditions by the licensee or sub-licensee.

STATUTORY CONDITIONS

1. Installation of the PNG system shall be done by the licensee through IGL or its authorized vendor

2. The licensee shall submit the certificate from IGL/its authorized certifying agency stating that the work has been done as per the approved standards, specifications and norms of the PNG pipe line system

3. IGL guidelines to be followed in addition to DMRC guideline for fire prevention for use of LPG as stipulated in the circular no. O&M/E&M/Guide lines/LPG dtd. 06.07.2011.

\[ (CE/PD) \]
DMRC Policy for permission of LPG

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

STATUTORY CONDITIONS

1. Packed installations allowed only on ground level.

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

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

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

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


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

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

REGULATORY CONDITIONS

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

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

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

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

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

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

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

SPECIAL NOTE

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

ii. Owner of the shop has to apply for grant of permission for use of L.P.G. in the allotted shop with a drawing of proposed packed installation.