

Tender for

Licensing of station shops in Line-5

Metro Stations

Inderlok to Mundka

DELHI METRO RAIL CORPORATION LIMITED

OPEN AUCTION OF SHOPS AT DMRC STATIONS

The 40 shops of Line - 5 (Inderlok to Mundka) Metro Stations will be put to open auction on 01st March, 2011 for letting out shops on 6 years license basis. Reputed national/multinational agencies/corporates/partnerships/organisations are invited to participate in the auction.

1	Cost of Application form	Rs. 1,575/- (Rs.1,500+5% DVAT)
2	EMD	As per details available on metro website
3	Sale of Application Form	14.02.2011 to 28.02.2011
4	Date of auction	01.03.2011
5	Time of auction	1100 hrs. onwards
6	Venue of Auction	7 th Floor, Conference Hall, Metro Bhawan

- 1.0 All details may be obtained by purchasing the Application form on payment of Rs. 1575/- (1500+5% DVAT) vide DD/Banker's cheque drawn in favour of "Delhi Metro Rail Corporation Limited" payable at Delhi. The same may also be downloaded from DMRC website www.delhimetrorail.com and shall be submitted along with Application form cost of Rs. 1575/- vide DD/Banker's cheque. Downloaded Application Form submitted without Application form costs vide DD/Banker's cheque as mentioned will be rejected out rightly.
- 2.0 Application form to be submitted on the date of auction of the shops before participating in the auction at the following address:

Joint General Manager /Marketing

O/o GM/Operations

Delhi Metro Rail Corporation Limited

Right Wing, 4th Floor, Metro Bhawan

13, Fire Brigade Lane

Barakhamba Road, New Delhi-110001

BID APPLICATION FORM FOR LICENSING OF SHOPS FOR RETAIL OPERATIONS IN MRTS STATIONS (Inderlok – Mundka Section)

1. Application form No. _____ Cost of Document (Non Refundable): Rs.1575/- (Rupees one thousand five hundred and Seventy Five only, including 5% DVAT, vide a draft drawn on any scheduled commercial bank except regional rural bank and local area bank, in favour of "DMRC Ltd". This document can be downloaded from the official web site delhimetrorail.com. Bidders must ensure that the non refundable amount towards cost of document is also enclosed with your Bid submission. Bids downloaded and submitted at the time of auction without non refundable cost of document will be rejected out rightly.
2. NAME OF PARTY PURCHASING BIDDING DOCUMENT: _____
3. Bidding -TERMS AND CONDITIONS
4. DRAFT LICENCE AGREEMENT- Annexure –I
5. SITE PLANS OF MRTS stations retail areas. – Annexure –II
6. Lines of trade not allowed.- Annexure III
7. Provision of Electricity – terms and conditions. – Annexure IV.

Sale of Bid applications from: 14.02.2011 to 28.02.2011

Last date of sale: Till 17.00 hrs. on 28.02.2011.

Date of Auction station wise: 11.00 Hrs on dates as indicated in NIT(open newspaper advertisement) Kindly also refer to the published NIT, Corrigendum & Addendums if any.

(Please note; time, date and venue of auction is subject to change.) Open Auction will take place in DMRC corporate office, 7th Floor, Conference Hall, Metro Bhawan, Fire Brigade Lane, Barakhamba Road New Delhi 110 001. The nominated DMRC Auction committee, will initiate the open auction process.

Note: A bid document is valid for any one site only.

This document (complete set), duly signed on all pages in acceptance of the terms and conditions contained therein should be carried in person along with the EMD money and other documents requested, in order to participate in the auction process.

The successful bidder is requested to ensure the following to avoid cancellation of acceptance.

- Ensure payment of balance security deposit within 15 days of issue of letter of acceptance.
- Ensure payment of first advance license fees and maintenance charges within 15 days of issue of letter of acceptance.
- Ensure payment of other dues such as electricity consumption deposit etc. as indicated in the letter of acceptance, within 15 days of issue of letter of acceptance.
- Ensure that the agreement as given in Annexure – I is formally signed at the earliest on date indicated by the authorised representative of DMRC.
- The license will be started from the date of possession / letter or notice for taking over possession/ handing over

letter.

**** All payments are to be made vide bank draft of any Scheduled Commercial Bank except regional rural banks and local area banks, only in favour of "DMRC Ltd" payable at Delhi.**

The Offer

Bids are invited from reputed retailers \ manufacturers \ individuals with financial & technical strengths, for license to operate retail outlets on "as is where is basis" at Stations in Line 5 of MRTS Phase –I demarcated in plans placed as Annexure –II of this document and details of which are given in the **table-1** below.

Bids may be submitted by individuals/ Corporates / retailers / Store Operators interested in operating at the sites (hereafter referred to as prospective applicants / Bidders”).

The information submitted in the BAF will form the basis for evaluating the bidders. Interested parties may participate in the bid process as per the instructions given in this document.

Table-1

Following Shops will be auctioned on 01.03.2011 at 11:00 hours onward

S. No.	Name of Station	Shop Nos.	Appx. Area in Sq.m.	EMD in Rs.	Security Deposit	Bidding Date	Reserve Price Rs./Sq.m./ month
1	Inderlok	ILOK_1	15.00	25000	Equal to one year's license fees	01.03.11	350
2	Punjabi Bagh	PBGA_1	85.00	50000	Equal to one year's license fees	01.03.11	300
3	Punjabi Bagh	PBGA_3	42.00	25000	Equal to one year's license fees	01.03.11	300
4	Shivaji Park	SHVP_3	40.00	25000	Equal to one year's license fees	01.03.11	350
5	Shivaji Park	SHVP_4	85.00	50000	Equal to one year's license fees	01.03.11	350
6	Madipur	MAPR_1	85.00	50000	Equal to one year's license fees	01.03.11	350
7	Madipur	MAPR_3	42.00	25000	Equal to one year's license fees	01.03.11	350
8	Madipur	MAPR_4	16.00	25000	Equal to one year's license fees	01.03.11	350
9	Madipur	MAPR_5	12.00	25000	Equal to one year's license fees	01.03.11	350
10	Paschim Vihar East	PVE_3	42.00	25000	Equal to one year's license fees	01.03.11	400
11	Paschim Vihar East	PVE_5	85.00	50000	Equal to one year's license fees	01.03.11	400
12	Paschim Vihar West	PVW_1	85.00	50000	Equal to one year's license fees	01.03.11	350
13	Paschim Vihar West	PVW_3	30.00	25000	Equal to one year's license fees	01.03.11	350
14	Peeragarhi	PAGI_5	23.00	25000	Equal to one year's	01.03.11	350

					license fees		
15	Peeragarhi	PAGI_8	23.00	25000	Equal to one year's license fees	01.03.11	350
16	Peeragarhi	PAGI_9	85.00	50000	Equal to one year's license fees	01.03.11	350
17	Udyog Nagar	UNRG_1	85.00	50000	Equal to one year's license fees	01.03.11	300
18	Udyog Nagar	UNRG_3	30.00	25000	Equal to one year's license fees	01.03.11	300
19	Udyog Nagar	UNRG_4	15.00	25000	Equal to one year's license fees	01.03.11	300
20	Udyog Nagar	UNRG_5	12.00	25000	Equal to one year's license fees	01.03.11	300
21	Surajmal Stadium	SMSM_1	12.00	25000	Equal to one year's license fees	01.03.11	300
22	Surajmal Stadium	SMSM_2	15.00	25000	Equal to one year's license fees	01.03.11	300
23	Surajmal Stadium	SMSM_3	42.00	25000	Equal to one year's license fees	01.03.11	300
24	Surajmal Stadium	SMSM_5	85.00	50000	Equal to one year's license fees	01.03.11	300
25	Nangloi	NNOI_1	45.00	25000	Equal to one year's license fees	01.03.11	400
26	Nangloi	NNOI_3	08.00	25000	Equal to one year's license fees	01.03.11	500
27	Nangloi	NNOI_4	08.00	25000	Equal to one year's license fees	01.03.11	500
28	Nangloi	NNOI_6	08.00	25000	Equal to one year's license fees	01.03.11	500
29	Nangloi	NNOI_8	16.00	25000	Equal to one year's license fees	01.03.11	500
30	Nangloi Rly Stn	NRSN_1	12.00	25000	Equal to one year's license fees	01.03.11	350
31	Nangloi Rly Stn	NRSN_2	08.00	25000	Equal to one year's license fees	01.03.11	350
32	Nangloi Rly Stn	NRSN_3	32.00	25000	Equal to one year's license fees	01.03.11	350
33	Nangloi Rly Stn	NRSN_5	85.00	50000	Equal to one year's license fees	01.03.11	350
34	Rajdhani Park	RDPK_1	85.00	50000	Equal to one year's license fees	01.03.11	300
35	Rajdhani Park	RDPK_3	30.00	25000	Equal to one year's license fees	01.03.11	300
36	Rajdhani Park	RDPK_4	09.00	25000	Equal to one year's license fees	01.03.11	300
37	Rajdhani Park	RDPK_5	12.00	25000	Equal to one year's license fees	01.03.11	300
38	Mundka	MUDK_1	12.00	25000	Equal to one year's license fees	01.03.11	250
39	Mundka	MUDK_3	15.00	25000	Equal to one year's license fees	01.03.11	300
40	Mundka	MUDK_4	15.00	25000	Equal to one year's license fees	01.03.11	300

- All usages except those indicated in Annexure-III

2 Site details.

The sites built up areas of the approximate sizes indicated in the above table-

1. DMRC will provide

- A bare shell structure with plain /concrete floors and walls, without internal finishes.
- Electricity will be as per terms and conditions indicated in Annexure IV.
- Licensee can use the parking facility where available /provided in metro station on usual charges for each entry.
- All sites are offered on “as is where is basis”

3 Terms and conditions

1. The subject sites can be used for **retail of _____ products only (usage should be anything other than given in the banned list provided at Annexure III)**. DMRC reserves the right to ensure that there is no violation of the same.
2. The operator shall take up the full space **on “as is where is basis”**, (carpet area) as demarcated in the plans at Annexure II of this document.
3. All the sites as demarcated in the plans placed as Annexure –II are tentative and are subject to change.
 - a. Applicants who propose to down load the bid document are required to collect the station wise shop location plans free of cost from the office of General Manager/ Operation (address given in this document) and place the same as Annexure-II. The applicant/bidder hereby agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever on account of having to collect the station wise shop plans.
4. Infrastructure facilities such as electricity and water and sewerage disposal are subject to availability and technical feasibility. Priority for supply/provision of all such services will be given to operational requirements of DMRC. The Applicant/Licensee agrees voluntarily and unequivocally not to seek claim, damages, compensation or any other consideration whatsoever on account of non availability/provision of these facilities.
5. Applicants can bid individually or as a consortium. The bid shall be submitted by the lead member, **along with details of all members of the consortium. Bids by consortiums must be accompanied by, besides other details mentioned in bid application form, a detailed consortium agreement duly nominating the lead member who shall possess the power of attorney to make payments and act on behalf of the consortium.**
6. **Bids for grant of license for retail of _____ products (usage as mentioned above) should be accompanied with Earnest Money Deposit (EMD) as indicated in Table –1 of this document, by means of a Bank Draft of any Scheduled commercial Bank except regional rural bank and local area bank, drawn in favour of the “DMRC Ltd”. The EMD will be adjusted against the Interest free refundable security deposit for the successful bidder. For the other bidders the EMD will be refunded after finalisation of the bidding process.**
7. **The license shall be for a period of 6 (six) years from the date of possession / letter or notice for taking over possession/ handing over letter.** The license, shall be granted on the following basis:
 - a) The first quarterly fixed license fees, would become payable to the DMRC, prior to taking of possession as detailed in this bid document i.e. within 15 days of issue of letter of acceptance. Thereafter, the Fixed license fees would be payable in quarterly installments in advance, in

the last week of the running quarter. The license fees payable would be, as detailed in the financial bid statement.

- b) After six (6) years the license may be reviewed and considered for renewal on mutually acceptable terms and conditions. It may be renewed in favour of the original Licensee, unless there has been default on any of the conditions/stipulations as laid down in the agreement with DMRC. **However, DMRC reserves the sole right to refuse any such request for renewal.** Requests for renewal of license would need to be made to DMRC, six (6) months prior to expiry of the existing license.
- c) **The fixed license fees, maintenance fee and Security Deposit will be enhanced by 20% after completion of every three years on compounding basis.**
- d) **A quarterly maintenance fee of Rs 100/- per Sqm of actual carpet area licensed would be payable to DMRC separately along with the advance license fee.** (This amount would be Rs.120/- per quarter, of actual carpet area licensed if the site has provision for supply of water.)
– **Not applicable, since no water provided inside the sites offered for bidding.**
8. **The successful bidder will have to deposit an amount equivalent to the security deposit indicated in table-1 for the said site less the amount already deposited as earnest money deposit towards the interest free security deposit within 15 days of issue of letter of acceptance. The refundable interest free security deposit will be returned on completion of the full term of license, only i.e. after completion of 6(six) years.**
9. **The successful bidder will also have to deposit the first quarterly license fees including advance maintenance and other charges such as electricity consumption deposit etc, along with the above requested balance security deposit within 15 days from the date of issue of allotment letter and take possession of site failing which the license may be cancelled and the EMD forfeited in favour of DMRC Ltd.**
- The license will start from the date of handing over possession or notice for taking over possession. No relaxation on this account will be given or considered. The bidder voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on account of not taking over possession of the site/shop.**
10. **Surrendering of license after payment of security deposit even without taking possession of site will lead to forfeiture of security deposit and all other payments made. Surrendering of the bid by the highest bidder immediately after the open bidding process will lead to forfeiture of the earnest money deposit, which is to be submitted to the authorised representative of DMRC, prior to the start of open bidding process.** The licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on account of such forfeitures.
11. DMRC's decisions in the matter of evaluation and conduct of bid process shall be final and binding on all participating bidders. No compensation or claim or objection will be entertained on this account.
12. All interested parties wishing to inspect the sites may contact the following person or the station managers at the Metro station:

**Office of
General Manager (O),
DELHI METRO RAIL CORPORATION
4th Floor, right wing, Metro Bhawan,
13 Fire Brigade Lane, Barakhamba Road
NEW DELHI-110001, INDIA**

Contact person: Sh. Rajeev, Tele: 011-23417910-12 Extn.-34788, 34783

13. **Each Bidder will be deemed to have inspected the sites**, the surroundings and inspected all necessary documentation and made all inquiries prior to participating in the bid process. **The space is being offered on “as is where is basis”. The Bidder would have satisfied himself/herself/themselves that the space is suitable for setting up his/her/their business.**
14. The successful bidder will also be required to take, prior approval from all the relevant authorities legal and statutory as per the applicable laws for operation of business.
15. The Bid application form must provide all the necessary information and DMRC reserves the right to reject any offer that does not contain all the information requested for.
16. **All pages of this document must be signed as acceptance of terms and conditions mentioned therein and submitted before the start of the bid process.**
17. While DMRC shall adhere to the dates mentioned in the notice inviting to bid, it reserves the right to change, modify or put on hold or terminate this schedule without assigning any reasons whatsoever.
18. DMRC reserves the right to call for additional information/ clarifications from the bidders. The bid applicants should furnish such requirements within such time as may be permitted by DMRC.
19. The applicant shall bear all costs associated with the preparation of the bid and DMRC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bid process.
20. **DMRC reserves the right to reject outright** conditional Bids without assigning any reason whatsoever.
21. The participation in auction process constitutes no form of commitment on the part of DMRC, whether in respect of the selection or otherwise. Furthermore, this document and the Bid application Form document confer neither the right nor the expectation on any applicant to participate in the bidding process.
22. Nothing in the Bid Application Form or this document or in any communication issued by DMRC or any of their advisers or officers or employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.
23. The decision of DMRC on applicants who qualify will be final and no queries or clarifications by any party will be entertained in the matter.
24. DMRC has the right to reject applicants from further consideration before the start of the bid process if it has reason to believe or apprehend that the inclusion of the said applicant or applicants may lead to misuse of the said spaces, or any other threat to the smooth functioning of the metro rail operations.
25. The Bid Applicants shall provide evidence of their continued eligibility in a manner that is satisfactory to DMRC, as DMRC may reasonably request. Applicants are put on notice that they are liable for disqualification if it is determined, at any stage of the bidding process, that the Applicant will be unable to fulfill the requirements of the project or of the eligibility criteria at this stage.
26. The successful bidder will be required to execute a license agreement on Rupees hundred stamp paper (two numbers at their own cost) as given in Annexure –I, of this document with DMRC before taking possession of the premise/s bided for.
27. In case of circumstance, where DMRC is required to render any additional services, the same may be provided on mutually agreed terms and conditions.
28. The bidder shall keep his bid valid for 120 days from the date of submission.

29. Change in usage may be permitted only on approval of the competent authority/GM (O) of the licensor.
30. Where the document has been downloaded, the Applicant undertakes not to tamper/ alter / correct/modify the document in any manner whatsoever. **DMRC will reject the bid outright in case it is found at any time that the bid document has been tampered/ modified/ altered in any manner. DMRC reserves the right to cancel the agreement, forfeiting all amounts in case of successful bidder and also takes necessary legal action.** The applicant voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, in case DMRC takes necessary action to reject the bid /terminate the agreement, at any time it is found that the downloaded bid document has been tampered/altered/ modified or even corrected. Those bidders/applicants who propose to use downloaded document, must ensure that he/she/they have collected the station wise shop location plans from the office of General Manager/ (O) (DMRC) and placed the same as Annexure-II of this document.

4. BID PROCESS

1. The bidder should be present for the bidding at the venue i.e in 7th Floor, Conference Hall, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 with the bid application form duly filled in, incorporating all the information requested in the document except the financial bid. (Please write the MRTS station & shop No. after referring to table-1). Please note, the venue may be changed to a site within the complex, if DMRC has reason to believe that participants cannot be accommodated. The participant agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration whatsoever on account of minor change in venue. **The applicant also agrees voluntarily to be present at least half hour (1/2 hrs) in advance** to take care of such emergencies.
2. The bid applicant must hand over the earnest money to the DMRC auction committee before start of the bid process. Bidders without the earnest money will not be allowed to participate in the bidding process. **(Please write your name and telephone no. on the reverse side of your EMD drafts).**
3. **All pages of the Bid Application Form must be duly signed as a token of acceptance, of the terms and conditions contained therein.** The BAF must be complete in all respects.
4. **The open bid / auction process station wise will be started on the date indicated in the Table-1 of Bid Application Form at 11.00 Hrs.** Bidders are requested to be present with their filled Bid application

forms and EMDs well in time, at least half an hour before scheduled start of the bidding process. Only the actual participant will be allowed to participate in the bidding process..

5. The bidding process is explained below;
 - A) Bidding of shops will start in serial order.
 - a. The auction / marketing committee will announce the number of the shop and usage for which bids are being requested.
 - b. Bidders are requested to make the bids in **increments of Rs.10/-** only. **The bidding will be made on Rupees per Square meter per month.** Please refrain from making same bids. In case of same bid, then the bid made by the party first will be taken as final.
 - c. In every round of bidding, the highest bid will be called out thrice, and the final bid will, on the third call, be accompanied by the fall of the hammer. Bidders are advised not to wait for the final call to call out their bids.
 - d. The EMD of the highest bidder will be retained, to be adjusted against refundable interest free security deposit in case of final allotment after approval of competent authority. The EMD amounts of all unsuccessful bidders will be returned immediately.
 - e. The signed bid document submission of the highest bidder will be retained in acceptance of the terms and conditions.
 - f. The EMDs of only the unsuccessful bidders will be returned and they would be free to use the same for continuing to participate in the bidding process.
 - g. This process will be repeated.
6. The Address of the office of General Manager (O) is as follows;
Delhi Metro Rail Corporation Ltd.
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi-110001
7. **DMRC shall not entertain any communication from the bidder with respect to the bids from the date of submission to the date of acceptance.** DMRC reserves the right to call for additional information / clarification from the applicants. The applicants should furnish such requirements within the time stipulated.
8. No extension of any deadline will be granted on the basis or grounds that DMRC have not responded to any query or question or not provided clarification.
9. DMRC reserves the right to not offer clarifications on any issue if it perceives that the clarification can only be made at a later stage of the selection process.
10. No offer can be assigned nor can it be withdrawn or varied prior to acceptance or refusal by the licensor. There shall be no overwriting or corrections while filling the form. Any such overwriting may make the offer null and void after approval of competent authority.
11. The successful bidder will be required to enter into a license agreement with DMRC for each of the spaces allotted. An Indicative license agreement along with the terms and conditions are placed at Annexure –I
12. The applicant shall bear all the costs associated with the preparation and submission of the BAF and in no case shall DMRC be responsible for these costs, regardless of the outcome of the selection process. The successful bidder shall also bear all the costs for preparation of the formal agreement and no compensation or claim on this account will be entertained. (The successful bidder is required to make one copy of agreement in favour of DMRC Ltd on Rs.100 Stamp paper and one in his own favour.)
13. DMRC reserves the right to reject outright conditional offers without assigning any reason whatsoever.

14. The bidders are advised that all provisions of the Delhi Metro Operations & Maintenance Act will be applicable, and as such advised to conduct themselves in an orderly manner.
15. **DMRC reserves the right to remove any site/shop listed in the table-1 of this document, from the bidding process before the start of the open auction process.** The bidders voluntarily and unequivocally, undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of removal of any site /shop from the bidding process.

5. FINANCIAL BID STATEMENT

I/We hereby offer to take up on license basis the space indicated as _____Refer table-1) measuring approximately _____**Sq.m.** (Carpet area) (Refer Table-1) at _____ MRTS Station, as demarcated in the site plans attached with this document as Annexure -II, and operate a _____ / (usages other than the usages banned. Refer Annexure III for list banned) retail outlet thereon as per terms of this bidding.

- a) I/We shall pay to DMRC a **quarterly Fixed License fee of Rs._____x** (actual carpet area leased out in Sq.m) for operating at the Demised Premises for a period of six years from the date of taking over possession. **(Bidders may kindly note that bids will be made on Rupees per Square meter per month.)**

The **fixed quarterly license fee, quarterly maintenance charges and interest free security deposit** will be scaled up by **20%** every three years on a compounding basis.

- b) I/We shall also pay a quarterly maintenance fee of **Rs.100** per Sq.m actual carpet area licensed out from DMRC towards maintenance of common areas and services. I/We shall also pay **service tax** as applicable from time to time.

I/we shall submit the interest free security deposit as requested within 15 days of receipt of the letter of acceptance of bid along with the first advance quarterly license fees including all other charges and take possession on the 16th day from the

date of issue of letter of acceptance. We agree to start of license from the date of possession / letter or notice for taking over possession/ handing over letter.

I/we confirm that I/we have read and understood the rules and regulations regarding the bidding process for licensing of the site, inspected the conditions of physical infrastructure available on the site, plans and specifications of site and offer my/our acceptance to execute the project as per the terms and conditions contained herein in this document.

The final License fee will be worked out on the basis of actual carpet area handed over as per actual measurement. The adjustment if any in payment will be made in subsequent payments of quarterly license fees. Carpet area is the area worked out measuring the internal dimension of the licensed premises.

I/we require _____ KW of electricity load to operate the retail outlet. I/We also confirm our understanding that provision of the requested electricity load is subject to availability and technical feasibility. Priority supply will be for station utilities and services. I/We voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration whatsoever on account of non provision of the required electricity load.

I/We agree to make all payments / deposits related to provision of electricity and consumption thereof. I/we agree to keep this offer for a period of 120 days from the date of auction.

Name: _____

Signature & Seal

Designation: _____

Company Name: _____

Address: _____ Tel (O) _____

_____ Tel (R): _____

Annexure – I

INDICATIVE DRAFT LICENSE AGREEMENT

THIS AGREEMENT entered into at Delhi on this XXXXXXXXX day of XXXXX month of 2010 between Delhi Metro Rail Corporation Limited, (DMRC) incorporated under the companies act, 1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as the ‘DMRC’ (which expression shall unless repugnant to the context mean and include it’s successors and assigns) of the **First Party**

AND

_____ hereinafter called “Licensee” which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the **Second Party**

OR

M/S _____, a company incorporated under the Companies Act and having its Registered office, _____, _____, New Delhi and Branch office at _____, New Delhi – 110____, hereinafter called ‘_____’ which expression shall unless repugnant to the context or meaning thereof include the successors and assigns the **Second party**

WHEREAS

- a) DMRC with a view to part finance and operate its project through Property Development has invited Bid Application Form (BAF) for licensing to operate a retail outlet for **Trading and services permissible under**

Delhi Metro Rail Corporation

Signature _____

DMRC guidelines approved from time to time by the DMRC O&M administration, except banned items listed at annexure-III of this agreement only at the _____ XXXXXX Metro Station Property demarcated as **XXX** _____ in the plan attached, hereinafter referred to as 'premises'.

- b) Both second and third parties having been formed a consortium with the second party as leader through an MOU pursuant to relevant clause of the Bid application form for operation of **Trading and services permissible under DMRC guidelines approved from time to time by the DMRC O&M administration, except banned items listed at annexure-III of this agreement.** (*Only in case of application by consortium*)
- c) The Bid application form filed by the bidder /consortium being acceptable to DMRC.
- d) DMRC has agreed to provide the LICENSEE a portion of its premises admeasuring approximately _____sq. m. carpet area at the XXXXXX Metro station at Line 1 on the terms and conditions hereunder contained.

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

- 1.0 The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:
- 1.1 Letter of acceptance.
 - 1.2 Bid Application Form (BAF)
 - 1.3 MOU between second and third parties (*only in case of consortiums*)
 - 1.4 Terms and conditions
- 2.0 The DMRC hereby agrees to provide a portion of its premises admeasuring approx. _____ Sq.m. carpet area only at the place provided for these services at XXX XXX Metro Station located at Line 1 demarcated as **XXX** _____ in the plan placed as Annexure-II. In addition about _____Sq.m. of space, if required, hereinafter referred to as "the said premises" solely for the purpose of carrying out the business of **Trading and services permissible under DMRC guidelines approved from time to time by the DMRC O&M administration, except banned items listed at annexure- III of this agreement** hereto referred to as "the said business". The actual area will be measured and minor variation of up to 15/20 percent or more may occur. **However, the payment of license fees will be adjusted on pro rata basis as per the actual area allotted. Interest free security deposit will not be readjusted as per variation in area handed over.**
- 3.0 The site shall exclusively belong to the DMRC, without creating any right, title or interest of whatsoever nature in the said premises in favour of the LICENSEE. This License Agreement shall commence from the date of signing agreement and shall continue for a period of **six (6) years from the date of handing over possession** unless otherwise terminated as provided in Termination clause herein below.
- 4.0 That the "LICENSEE " hereby covenants as follows:
- 4.1 I/We hereby offer to take up on license basis the space specified in clause 2.0 at **XXX XXX Metro station** as demarcated on the conceptual site plan attached as **XXX** _____ and operate a _____ outlet thereon as per terms of this agreement.
 - 4.2 I/We shall pay to DMRC
 - (A) Fixed quarterly License fee of Rs...../- (Rupees only.) per Sq.m. and service tax as applicable for carpet area licensed out by DMRC to be paid quarterly.
 - (B) Fixed quarterly maintenance fee of Rs.100/-per Sqm of actual carpet area licensed (Rupees hundred only per Sqm of actual carpet area licensed) or Rs.120/- per Sqm of actual carpet area licensed where water supply is already provided for in the said site. In this case no water is being provided.
 - 4.3 **The quarterly fixed license fees and maintenance fees will be increased by 20% after completion of every three years on a compounding basis.**
 - 4.4 The first Quarterly fixed license fee shall become payable 15 (Fifteen) days from the date of issue of acceptance / allotment letter before taking possession of the licensed space. The subsequent Quarterly Fixed License fees will be payable in advance, in the last week of the running quarter.
5. That the LICENSEE shall pay to DMRC a refundable interest free security deposit equivalent to one year's License fees of Rs. _____ /- (Rupees _____ only) for carpet area licensed within 15 (fifteen) days of issue of acceptance letter. The Earnest Money Deposit of the successful applicant of Rs.-----/-(Rupees ----- only) paid along with the application form will be adjusted to make up this

amount. The refundable interest free security deposit will be returned only on completion of the full term of license, i.e. **6 (six) years**. **The interest free security deposit will be increased by 20% on completion of every three years of License on compounding basis.**

6. That the LICENSEE will at his own expense and cost employ/engage suitable personnel for providing efficient service in respect of storage and sale of the said products in the said premises.
7. That the LICENSEE shall appoint a Manager/Supervisor whose scope of services shall be as follows:
 - 7.1 Stores only the products of approved and licensed manufacturers and shall regularly pay the bills of the suppliers of the said materials and ingredients.
 - 7.2 Sell only packaged products manufactured by the licensee using the best ingredients available and under standard hygienic procedures.
 - 7.3 Supervise the operations in the said premises.
 - 7.4 Ensure that the said Products and the said premises conform to the standards required by the Health Department of the Municipality and the Government and further ensure that the said Products are prepared up to the standards prescribed by the Food Adulteration Act, 1954 and the rules framed there under.
 - 7.5 Adhere to the quality standards to the said products.
 - 7.6 He shall be responsible for cleanliness and hygiene in the said Premises and to ensure that the services are conducted in a clean, proper and efficient manner.
 - 7.7 Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
 - 7.8 Ensure that fire detection and suppression measures were installed inside his premises are kept in good working condition at all times. The Licensee will at any case keep firefighting equipment as per DMRC requirements as indicated by the Fire officer / Authorised representative of DMRC inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipments. The Licensee will be solely responsible for any loss of life or property due to non functional of fire safety facilities in emergencies.

The fire officer / authorised personnel, of the licensor will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorised personnel of the licensor will be borne solely by the licensee.
 - 7.9 Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.
- 8 That the LICENSEE hereby indemnifies DMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on LICENSEE's part or on part of LICENSEE personnel or in respect of non observance of any statutory requirements or legal dues of any nature.
- 9 That the LICENSEE hereby agrees that DMRC shall have no responsibility as regards LICENSEE employees and the employees shall be the employees of LICENSEE only and shall not be construed under any circumstances as employees of DMRC. LICENSEE hereby indemnifies DMRC against the claims made by LICENSEE's employees against DMRC.
- 10 That LICENSEE hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. LICENSEE hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said premises by LICENSEE.
- 11 That no tenancy / sub-tenancy is being created by DMRC in favour of LICENSEE under or in pursuance of this Agreement and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that:

- 11.1 That the LICENSEE shall not have or claim any interest in the said premises as a tenant/sub-tenant or otherwise:
- 11.2 That no right as a tenant /sub-tenant or otherwise is purported is intended to be created or transferred by DMRC in favour of LICENSEE in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and
- 11.3 That the rights, which LICENSEE shall have in relation to the said premises, are only those set out in this Agreement.
- 12 The relationship between DMRC and LICENSEE under and / or in pursuance of this Agreement deed 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.
- 13 LICENSEE shall deliver to DMRC peaceful vacant physical possession of the Demised Premises at the end of the term of the tenancy in accordance with this Agreement, in the same condition in which it is rented except for reasonable wear and tear and acts of God and nature.

Breach of Contract:

- 14 If any breach is committed by the LICENSEE in payment of the fee stipulated herein or in the due performance or observance of the provisions of this Agreement, the DMRC shall be at liberty to terminate thereafter this license by giving the LICENSEE thirty days notice in writing and upon the expiry of the period of such notice, this agreement shall stand terminated, and there upon the LICENSEE shall hand over to DMRC or its authorised agent vacant possession of the said Demised Premises. **Consequent upon such termination of agreement, DMRC will also forfeit the (interest free) security deposit and advance license fees paid till date.** The vacant possession will be handed over to the station manager / authorised personnel of the licensor;
- 14.1 That the said premise which has been handed over to the licensee under this Agreement will be kept in good condition and maintained properly by the licensee at their own cost. If the property is not handed over in good condition as required under this agreement, DMRC reserves the right to seek exemplary damages and indemnification.
- 14.2 That the licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and DMRC shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
- 15 That if the LICENSEE fails to vacate the property within a grace period of 30 days of termination of the agreement, the LICENSEE shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay a fee @ Rs. 50/- per Sq.Ft. per day for any period of occupation beyond that date along with the license fees due. The licensee will return the licensed premises/shop free of all encumbrances and clear all outstanding dues of any kind.
- 16 DMRC's 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 Demised Premises, LICENSEE 's use of the premises, or the rights granted to the LICENSEE hereunder:
- 16.1 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 claiming by, through or under DMRC
- 16.2 That on the LICENSEE paying the fee hereby reserved and observing and performing the several covenants and stipulations on its part and the conditions herein contained shall peacefully hold and enjoy the Licensed Premises throughout the said term without any interruptions by the DMRC or by any person or persons claiming through under or in trust for him.
- 16.3 That the overall control and supervision of the premises shall remain vested with DMRC who will have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of

the other terms and conditions of the license agreement. DMRC so reserves the right to enter the demised premises to repair and replace the fixtures provided by DMRC. IF any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by DMRC will be done by licensee.

- 16.4 **On operational ground**, the LICENSOR may ask the licensee to shift their shop to some other alternative location within the same station. The Licensee is also bound to shift their shop on the alternative location within the given time period. However, if licensee is not willing to shift their shop to the alternate given space due to any reason, the license agreement will stand terminated and security deposit will be refunded after adjusting outstanding dues, if any.

17 Termination

- 17.1 If the LICENSEE is desirous of terminating the license hereby created before the expiry of the period of the license, it shall give to DMRC, three months notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. DMRC shall refund any amounts due if any after recovery/adjustment of any amount/s due to it, **except for the advance license fees paid till date and the refundable (interest free) security deposit which would stand forfeited in favour of the Licensor.**
- 17.2 Upon termination of this Agreement for any reason whatsoever:
- i) LICENSEE will forthwith vacate the said premises and remove its furniture, fixtures, equipment as well as its personnel from the said premises without causing any damage to the property of DMRC.
 - ii) DMRC shall repay amounts owing to LICENSEE if any, **except for advance license fees paid till date and the refundable interest free security deposit which would stand forfeited in favour of the Licensor, but after adjusting any amounts due to DMRC on account of electricity charges, or any other similar dues.**
 - iii) The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.
 - iv) Consequent to issue of termination letter, after approval of competent authority, the said premises will become free of all encumbrances for marketing.

18 Force Majeure

Neither DMRC nor the LICENSEE shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure as under:-

Any of the following events resulting in material adverse effect shall constitute a Force Majeure Event:

1. Earthquake, Flood, inundation, landslide;
2. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
3. Fire caused by reasons not attributable to the Concessionaire;
4. Acts of terrorism; and
5. War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or civil war;
6. Strikes or boycotts, other than those involving the concessionaire, its contractors or their employees, agents etc.; and
7. Any other similar things beyond the control of the Party except Court or similar bodies' Judgments/instructions.

Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the other party may be entitled to, though not being obliged to terminate this agreement.

- 19 That the Agreement provided herein shall terminate at the end of the period agreed to herein i.e., on the last day of the month, **Six (6) years** from the date of handing over possession of the said premises, except that the agreement may also be terminated earlier in accordance with the terms of this agreement.
- 20 For resolving various issues related to energy supply, the clauses identical to those included in the relevant POWER SUPPLY COMPANY agreement for such supplies is deemed to be part of this agreement.
- 21 **In case of non-payment of license fees and other dues or any other reasons whatsoever, the licensee voluntarily agrees to and permits the licensor "DMRC" to disconnect all utility services including electric supply to the licensed premises and also seal the licensed premises. The licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.**
- 22 **That the licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and DMRC shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.**
- 23 The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the licensor. **The licensee also voluntarily agrees to collect the invoices from the office of the Authorised representative of the licensor (DMRC) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues and may be treated as a breach of agreement.**
- 24 In case of restricted availability of power supply / breakdown, the station power requirements would get first priority and this may result in restriction / rostering of power supply to the licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of DMRC or such causes where the supply of DMRC is affected by a cause or causes over which DMRC has no control, DMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- 25 The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers of the licensor.
- 26 That the LICENSOR on behalf of DMRC and LICENSEE represent and warrant that they are empowered, authorised 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.

DATE

DATE

(Authorised Signatory)
FOR AND ON BEHALF OF
Licensee

(Authorised Signatory)
FOR AND ON BEHALF OF
Delhi Metro Rail Corporation

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:

LICENSEE

DMRC

GENERAL TERMS AND CONDITIONS OF AGREEMENT:-

1) Transfer

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

2) Non-payment of license fees and other dues.

2.1 Non-payment of license fees and other dues within the prescribed date will constitute breach of the terms of this agreement and shall render the license liable to be revoked as per clause 14.0 (Breach of Contract) of agreement. Besides, the LICENSEE shall pay an interest of 24% per annum on the amounts of license fees and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue till the license fees amount is finally squared up. Such interest shall be charged for the full month if the payment of license fees and other dues are not made by the due date with arrears, if any.

2.2 In the event of cheque bouncing, a penalty of Rs. 2000/- will be imposed in each case on the licensee in addition of realization of bank charges. The applicable interest will also be charged, if applicable.

3) Failure to comply with agreement

If the license fees amount hereby resolved or any part thereof shall at any time be in arrears or remained unpaid after the due date or if the LICENSEE at any time fail or neglect to perform or observe any of the terms and conditions herein contained and on their part to be observed and performed then in that event the DMRC may without prejudice to his general right of revocation of license by giving 15 days notice in writing to the LICENSEE determine the license, re-enter the premises in question or any part thereof and the LICENSEE shall upon such determination peacefully give up possession of the premises in question, without any right to compensation whatsoever and thereupon this license shall absolutely determine without prejudice to any right to action or remedy of the licensor in respect of any antecedent, breach of terms and conditions and covenants on the part of the LICENSEE s. The LICENSEE will then forfeit the security deposit and advance license fee paid.

4) Finishes

The premises will be handed over by DMRC "as is where is basis". That the LICENSEE will make partitions, false ceilings etc. as per requirements. The Licensee shall install its own furniture fixtures and equipment in the said premises after duly obtaining all necessary approvals from the licensor's permissions and licenses from the Municipal Corporation and such other Statutory Authorities at its own cost and expense.

5) Use of Premises

5.1 The subject site can be used for retailing _____ only (usage other than those listed in Annexure-III).

5.2 The LICENSEE at his own cost shall take the necessary statutory certificates and approvals. The LICENSEE is allowed to use the site for retail of _____ products only.

5.2.1 LICENSEE may, if he so elects, install and operate within the demised premises refrigeration equipment, dispensers etc; such equipment shall be maintained in a neat and sanitary condition and shall comply with all applicable laws and ordinances. The licensee will also comply with all rules/ regulations/instructions as may be issued by DMRC on this account.

- 5.2.2 A separate area is earmarked within the premises for the purpose of storage, which has proper systems for extrication pollutants and waste materials.
- 5.2.3 Proper storage of the packaged products ensuring that there is no contamination or decay of products or raw materials.
- 5.2.4 Proper storage and use of energy sources.
- 5.2.5 Ensure a high standard of hygiene and cleanliness so as to create a very clean and healthy environment to attract commuters and enhance DMRC's image. Any physical damage or injury to the commuters or passers-byes due to lapses on the part of the LICENSEE will be the sole responsibility of the LICENSEE only and DMRC will have no legal obligations or liability towards the injured. Licensee indemnifies DMRC in this regard.
- 5.2.6 Ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times. (refer 7.8 of this agreement also.)
- 5.2.7 The Licensee agrees voluntarily and unequivocally to provide un-fettered access to the fire officer of DMRC for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the fire officer. Non compliance may be treated as breach of contract and license will be terminated.
- 5.2.8 Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires. The instructions in this regard by the DMRC electrical inspector/authorised representative must be complied with. Any cost/s associated with implementation of such instruction will be borne solely by the licensee. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instruction issued by DMRC fire officer, electrical inspector, Security officer or their authorized representatives from time to time.

6) 'As is where is basis'

That the LICENSEE will be licensed the said premises, equipments, installations, fittings and fixtures on 'as is where is basis' and the LICENSEE shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of DMRC in writing and when permitted by the LICENSEE the said additions and alterations shall be carried out by the LICENSEE at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the licensed premises and the same shall vest in DMRC.

7) Preparation of Premises

The LICENSEE must submit Preliminary Plans, Specifications and preliminary schedule as hereinafter defined, to DMRC within 20 days of taking over possession of premises from DMRC. DMRC will have the right to approve the LICENSEE's preliminary plans and specifications with such changes, as it may find necessary and compliance of all such changes and modifications in the preliminary plans as suggested by DMRC shall be mandatory. DMRC shall communicate its approval within a period of one month from the date of submissions. As used herein, Preliminary plans and specifications shall mean schematic development documents, which shall consist of:

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

- 7.1 General design notes
- 7.2 Single line floor plan
- 7.3 Reflected ceiling plan
- 7.4 Electrical and telephone outlet location plan
- 7.5 Furniture and equipment layout
- 7.6 Finish plan
- 7.7 Lighting, air-conditioning and miscellaneous electricity load required
- 7.8 Electrical wiring plan and telecommunication and data wiring.
- 7.9 HVAC (Heating, Ventilation and Air-Conditioning) drawing.

- 7.10 Precautions and standards for maintaining hygiene and cleanliness and disposal of solid waste and effluents.
- 7.11 Provisions and measures for fire safety and fire fighting.
- 7.12 Safety Procedures/standards during implementation and also during operation.

8) Hygiene

That the LICENSEE shall ensure that a high standard of hygiene is maintained in and around the site as required by the DMRC O&M administration /municipal authorities.

9) Infrastructure Facilities

- 9.1 DMRC will attempt to provide the services such as electricity, water, sewage, telephone etc; where committed in writing during the Bid application process subject to availability and technical feasibility. Any delay in provision or supply of the above-referred services shall not be a reason for reduction of license fees or deferring of the same on this account. In this case no water or drainage will be provided by the licensor inside any of the sites. In this case no water or drainage facility will be provided by the Licensor (DMRC).

9.2 Electricity

As per terms and conditions given in Annexure –IV . All costs associated with provision of electricity will be borne solely by the licensee. The Licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and costs associated in making provision of electricity.

9.3 Air-conditioning / Refrigeration Load

The LICENSEE shall indicate the estimated power/load requirement including air-conditioning / refrigeration load along with the electricity load distribution plan as part of the preliminary plan submissions. Air-conditioning /refrigeration within the said premises shall be arranged as required by the LICENSEE at his own cost after obtaining all written approvals from the electrical department of the licensor/ authorized representative.

9.4 Solid Waste

The LICENSEE will have to make arrangements for disposal of solid waste, which will be got removed from the premises on a daily basis to ensure perfect cleanliness. The Licensee will have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste will need to be expelled into a common dump or waste area provided /indicated by DMRC. If solid waste is found disposed off on DMRC land or premises a penalty/fine of Rs.2000/- will be imposed by DMRC for each occasion.

9.5 Water & Drainage (large users only, such as restaurants etc.)

No water will be provided by the licensor. No drainage facility will be provided by the Licensor (DMRC).

9.6 Telephone

DMRC may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility. The instrument, cables and connection will be obtained by the licensee from the telephone company at his own cost. DMRC reserves the right not to give such permission.

9.7 Parking

The parking facilities provided as part of the Station parking may be used and all charges, fees and rules will apply as applicable to the general public and the commuters.

9.8 Encroachment

The LICENSEE will strictly not encroach up common areas \ circulating areas or any other space, and restrict his operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine /

compensation @ Rs.500/- on the first occasion, Rs.2000/- on the second occasion and Rs. 3000/- on the third occasion will be imposed by DMRC. Thereafter DMRC reserves the right to revoke the license for breach of contract.

9.9 Security Arrangements

The LICENSEE will ensure safety and security of the allotted area. DMRC will not take any responsibility. However, in the event of any theft/loss of any nature, the licensee will indemnify and keep indemnified DMRC for any losses on this account.

10) Overall control

That the overall control and supervision of the premises shall remain vested with DMRC who will have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement. DMRC also reserves the right to enter the demised premises to repair and replace the fixtures provided by DMRC. IF any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper precautions as advised by DMRC will be taken by license. The loss due to obstruction so caused on the business of the licensee will not be borne by DMRC.

11) Services Provided by DMRC

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

12) Maintenance & Repairs

- 12.1 That the LICENSEE shall bear the cost of minor day-to-day repairs and maintenance. All major repairs due to constructional defects shall be the responsibility of DMRC. If the major repairs or maintenance required to be carried out by DMRC are not carried out within reasonable time, the LICENSEE will have the right to get the needful done **with prior written consent** of DMRC and deduct the cost thereof from the amount payable to DMRC.
- 12.2 Provided however, that the LICENSEE shall be at liberty, without any such consent as aforesaid, to have normal fixtures or fittings and electric appliances, installed in the Demised Premises. The LICENSEE shall be at liberty on the termination of this license to remove or take away such fixtures, fittings and electric appliances installed by it leaving the Demised Premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.
- 12.3 The LICENSEE shall pay a quarterly advance maintenance fee as per clause 4.0 sub clause 4.2 (B) of this agreement.
- 12.4 The said premises, which have been handed over to the licensee under this agreement, shall be kept in good condition and maintained properly by the licensee at their own cost. IF the property is not handed over in good condition as required under this agreement, DMRC reserves the right to seek exemplary damages and indemnification.

13) Alterations and Renovations

The LICENSEE will be allowed to carry out any alterations or renovations within the said premises but without in any way altering or damaging the main/shell structure of the said premises. **The LICENSEE will need to take prior written approval from DMRC through a written notice prior to commencement of any alteration works and if necessary DMRC reserves the right to ask for and review the renovation plan/drawings before providing consent.**

The LICENSEE will be responsible for the costs of removing debris from the premises and will be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs

incurred by DMRC including any extra security costs, which are caused by, or in connection with, the works will also be to the LICENSEE s account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by DMRC.

14) Signage

The LICENSEE will have the right to put up signages inside/or outside the premises only at the premises or site entrance. The signage may be illuminated or non illuminated at the LICENSEE s option, however it will need to confirm to all governmental laws, regulations or ordinance relevant thereto. The LICENSEE will need to obtain a written approval from DMRC by way of a notice before putting up any form of signage and DMRC reserves the right to refuse or to suggest an alternation to the same. The signage shape and location etc. are subject to architectural controls that may be issued by DMRC. Placement of Signages without the permission of DMRC or placement in non approved locations will attract a penalty of Rs.1000/- per signage on the first occasion and Rs.3000/- per signage on the second occasion. Thereafter DMRC may terminate the agreement with forfeiture of the (interest free) security deposit and advance license fees paid in its favour.

15) Additional space for Antenna and Other Utility Equipment

If any area in addition to the 'space' being licensed is required for installing any equipment related to provision of utilities, such as stand by generators, air-conditioning plants, water storage, Antenna etc and other related equipment, DMRC may provide such space, subject to availability and technical feasibility. **For additional space on the same level as the main licensed space, the rate will be calculated on pro rata basis of accepted rates i.e. license fees accepted for the main licensed space. If the space is given on the terrace or basement then license fee of 50% of the main license fee will be taken.**

The Licensee will need to ensure that the equipment does not interfere with the station installations and the Licensee will need to obtain prior written consent from DMRC for installing the equipment and for requesting DMRC to make available a suitable space/location for the same. DMRC reserves the right of refusal for installation of the equipment if it is of the opinion that the Licensees equipment will interfere with the station installations. **If licensee desires to create a mezzanine floor, the same may be permitted subject to technical feasibility and prior approval of the authorised representative of DMRC O&M administration. The license fees for such mezzanine area will be calculated and charged at 50% of the rate for the main area.**

16) Misuse

The licensee shall use the granted space under the agreement only for those services provided therein as permissible under DMRC O & M administration, except activities and banned items listed at annexure-III of this agreement and shall not use the same for any other purposes. In case, the licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and DMRC (Licensor) shall immediately terminate the said agreement. All liabilities for mis-user charges and mis-user proceedings; if so initiated shall be that of the licensee only. The Licensee will indemnify and keep indemnified DMRC for any losses/penalties on this account levied by any judicial/statutory authorities/courts.

17) Compliance with the Law

The premises and the fixtures and the appurtenances thereto (except those installed by DMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Demised premises. The LICENSEE at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. **The LICENSEE shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Delhi Fire department.**

18) Assignment and Subletting

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

19) Extension of License period

The License shall be for a period of 6 (six) years from the date of possession. Based on the first six years performance, extension may be granted for a further period of six (6) years but only on mutually agreed terms

and conditions. DMRC reserves the right not to give any further extension. The Licensee unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non extension of license by the DMRC.

20) Surrender

The Licensee shall have the right to terminate the Agreement during the term by giving three (3) months notice in writing of his/her/their intentions. **In such a case the interest free security deposit and advance license fees paid till date will stand forfeited in favour of DMRC.** On expiry of the said period the agreement shall stand terminated.

Licensor will have the right to terminate this agreement in case of breach of any of the terms and conditions of this agreement. **The interest free security deposit and advance license fee paid till date will stand forfeited in favour of DMRC.**

21) Taxes And Other Statutory Dues

The LICENSEE shall pay all charges, assessments, water and electricity rates and charges and any other charges /fees that may be levied, assessed or charged against the said premises. The LICENCEE shall also pay the following charges as applicable:

- Legal documentation charges as pertaining to the License
- Stamp duty on each document under Indian Stamp Act 1820.
- Fees and other charges, as payable to appropriate authorities under law.
- Any taxes including **property tax (if applicable) on pro rata basis** and duties to statutory authorities. **Service tax** as applicable from time to time **will also be paid** by the licensee.
- Appropriate Charges towards insurance of the said premises throughout the license period including third party insurance

22) Insurance and Waiver of Liability

The LICENSEE will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the said 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.

23) Compliance with other acts

The 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 and it is agreed they shall at no point of time be or 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.

24) 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 unfair activities, demonstrations in the vicinity of the site.

25) Default by LICENSEE

The occurrence of any one or more of the following event shall constitute an event of default by the LICENSEE:

The failure by LICENSEE to observe or perform any of the covenants, conditions or provisions of the agreement, where such failure shall continue for a period of 15 working days, after receipt of written notice thereof by DMRC to the LICENSEE, provided however, that if the nature of the LICENSEE s default is such that it cannot be cured solely by payment of money and that more that 15 working days may be reasonably required for such cure, then the LICENSEE shall not be deemed to be in default if the LICENSEE shall

commence such cure within such 15 days period and shall thereafter diligently process such cure to completion;

- 25.1 The filing by or against the LICENSEE of a petition to have the LICENSEE adjudged bankrupt or a petition of re-organization or arrangement under any law relating to bankruptcy;
- 25.2 The appointment of a trustee or receiver to take possession of substantially all of LICENSEE s assets;
- 25.3 The attachment, execution or other judicial seizure of all of LICENSEE's assets.

26 DMRC's Remedies

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

27 Energy Supply Dispute

For resolving various disputes related to energy supply, clauses identical to those included in the POWER SUPPLY COMPANY agreement for such supplies would be included in the License agreement.

28 Other Penalty Clauses

Licensors reserve the right to impose the penalty on Licensee up to Rs.2000/- per offence on the following offence:-

- 28.1 Any staff of Licensee found in drunken condition/indulging in bad conduct.
- 28.2 Improper maintenance & defacement of Metro Property.
- 28.3 Misbehavior with staff and commuters of DMRC.
- 28.4 Not following safety and security norms as may be indicated by authorized representative of DMRC.
- 28.5 Any staff of the Licensee found without uniform and ID Card and /or found creating nuisance on duty.
- 28.6 Not following the instructions issued by DMRC authorities from time to time.

29 Conciliation and Arbitration

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.

All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this service agreement shall in the first place be referred to a sole conciliator appointed / nominated by GM / Director DMRC on receipt of such requests from either party. The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings. Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in the para below. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

Arbitration Procedure

If the efforts, to resolve all or any of the disputes through conciliation fails, then such disputes shall be referred within 30 days to a Sole Arbitrator who would be nominated by Director, Delhi Metro Rail

Corporation Limited. The venue of such arbitration shall be at Delhi/ New Delhi. The award of the sole Arbitrator shall be binding on all parties. The cost of Arbitration shall be borne by the respective parties. There will be no objection if conciliator / or sole arbitrator nominated / appointed is an employee of DMRC.

Rules governing Arbitration Proceedings

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act, as amended from time to time including provisions in force at the time the reference is made.

Jurisdiction of Courts

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

30 Notices

That any notice or correspondence under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorised representative giving such notice. All activities including day to day management, billing, cancellation/termination/surrender etc. will be carried out from the office of the General Manager (O) DMRC or by his duly authorized representative. For all matters in connection with the commissioning and operation of the shop the nodal officer will be the General Manager (O). All Notice shall be addressed as follows:

If to DMRC at

General Manager (O),
4th Floor, Metro Bhawan,
Fire Brigade Lane
Barakhamba Road
New Delhi-110001

If to the LICENSEE at

As indicated in page 1. of agreement.

**** The Draft license agreement along with terms and conditions is only indicative and are subject to corrections and modifications.**

Annexure – II

PLANS OF METRO STATION SITES.

(Giving tentative Locations & Sizes.)

S.No.	Name of Station
1	Inderlok
2	Punjabi Bagh
3	Shivaji Park
4	Madipur
5	Paschim Vihar East
6	Paschim Vihar West
7	Peeragarhi
8	Udyog Nagar
9	Surajmal Stadium
10	Nangloi
11	Nangloi Rly Stn
12	Rajdhani Park
13	Mundka

Bidders/Applicants who propose to download and use this Bid application document **are required to collect the location plans for the above station shops from the office of the General Manager (O)**, DMRC Ltd, 4th Floor, Right Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110001, from 1500 hrs to 1700 hrs on all working days, free of cost. The plans are to be duly signed and submitted at the time of auction. All shops offered on license basis are on “**as is where is basis**”

Annexure – III

LIST OF USAGES BANNED

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Storage and Sale of liquor and alcohol based drinks or beverages.
4. Sale of tobacco and tobacco products.
5. Gas/Coal based cooking strictly prohibited.
6. ATM/Retail Banking

Annexure – IV**General Terms and conditions for provision of Electricity in Elevated Section.**

- a) DMRC will provide Power Supply of Single Phase, 230V, 50Hz for a max. connected load up to 5 KVA. Electrical load requirements exceeding 5 KVA will be given on 3- Phase 415V, 50Hz subject to availability and technical feasibility.
- b) The power supply will be extended by licensee from DMRC's distribution boards which are located in station premises. The length of cable etc., to be provided by the licensee from distribution board (to be nominated by DMRC) shall depend upon location of his shop/stall/kiosk.
- c) Licensee will have to take power supply from DMRC's Distribution Board to the licensed premises at his cost by carrying out G.I. conduit wiring cabling. Licensee shall use FRLS copper cable, which will be taken inside a GI rigid conduit pipe. The GI rigid conduit pipe shall be suitably clamped and earthed as per DMRC's requirement.
- d) Licensee will also do wiring within his shop/stall/kiosk 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).
- e) Licensee will have to provide a low voltage switch-board with MCBs & ELCB's of required capacity with an Electronic Meter having provision of MDI, TOD, etc. of required capacity at his cost. The energy meter shall be sealed by DMRC and not to be tampered by Licensee in any circumstances.
- f) 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.
- g) DMRC shall not be providing any standby power supply from station dg set or UPS.

- h) Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be permitted to use standby UPS/Invertor system with maintenance free battery. The load of such standby UPS/Invertor system will also be taken as a part of total connected load.
- i) The total demand load & total connected load shall be treated as same; licensee will have to pay applicable demand charges as per the total connected load only.
- j) 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.
- k) Licensee shall use reputed Brand/ make of electrical wiring and switch gear items. The entire work shall be carried by the Electrical Contractor/Agency at licensee's cost. DMRC's representative may inspect and supervise the work.
- l) 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.
- m) Licensee will not be allowed to provide room heating appliance of any kind.
- n) The power shall be supplied normally at the rate of 0.5KVA/sq. m. of space licensed out. Minimum load to be given shall be 2KVA on which the demand charges as applicable shall be paid by the licensee. Additional power up to 5KVA on single phase and thereafter on three phase system if required by the licensee will be supplied, subject to availability at an additional cost and conditions to be stipulated by DMRC.
- o) The Energy consumed shall be charged based on Energy Meter Reading (KVAH) which shall be taken once in a month on a nominated day by the DMRC's representative. 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 by DMRC.
- p) The Tariff for electricity to be charged from licensee shall be as per DERC's latest regulations and amendments thereto from time to time.
- q) Licensee shall be required to sign 'back to back' agreement with DMRC on the lines, DMRC would be signing/have signed with electricity distribution company for supply of electricity.
- r) The charges/deposits (such as advance energy charges, refundable consumption deposit etc) will be, as decided by DERC/DMRC as the case may be.
- s) In case, the licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when licensee pays necessary penalty as per DERC norms and removes excess load. **On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.**
- t) In case, the licensee is found **mis-using electricity or tampering with the energy meter**, a token **penalty of Rs. 1000/-** will be charged from him **along with disconnection** of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.
- u) The licensee is required to submit, electrical installation test report, Declaration cum agreement along with the requested documents and application cum agreement form for LT connection. The drafts of these documents will be provided at the time of signing the agreement with the successful bidder and will be part of the License agreement as attachments to this annexure.

Declaration

I _____, son/daughter/wife of _____ resident of _____, (hereinafter referred to as the "Applicant", which term shall mean

and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under :

Or

_____, a company incorporated under the provision of the companies Act 1956, a sole proprietorship, a partnership having its registered office at _____ (hereinafter referred as "Applicant", which expression

shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Applicant is an occupant of the premises No. _____ at _____ having taken the premises from DMRC on the terms and conditions agreed

to with DMRC which include that DMRC may supply electricity as a part of the lease or license of the premises,

based on the commercial arrangement.

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

The Applicant hereby agrees and undertakes:

1. that the Applicant desires to have and agrees with DMRC to take supply of energy for the abovementioned 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 DERC's Tariff Schedule and the Miscellaneous charges for supply as may be in force from time to time, including Advance Consumption Deposit etc.
2. that the Applicant shall have no Objection for the DISCOMs to carry out Inspections of the Applicant's Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.

3. that DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. that the applicant shall pay the full amount mentioned in the Monthly/Bi-Monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly/Bi-Monthly Bill. Licensee shall provide Test Report/ Calibration Report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary by DMRC.
5. that all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. that the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. that DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. that all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rules, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. to pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
10. to indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
11. to be bound by DMRC's conditions of supply, the provisions of Delhi Electricity Reform Act, 2000, all Regulations framed by the Delhi Electricity Regulatory Commission including but not limited to Delhi Electricity Regulatory Commission (Performance Standards-Meeting & Billing), Regulations, 2002, Tariff Orders, and any other law, if and as amended and applicable from time being in force.
12. that DMRC shall not be responsible for any interruption/diminution of supply.
- 13.

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

DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant by carrying out G.I. conduit wiring cabling. Licensee shall use FRLS copper cable, which will be taken inside a GI rigid conduit pipe. The GI rigid conduit pipe shall be suitably clamped and earthed as per DMRC's requirement. Approval to the layouts/ schemes/ details shall be taken from DMRC O&M wing.

Licensee will also do wiring within his shop/stall/kiosk by using GI conduit or fire resistance PVC. 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).

Only FRLS cable of required size shall be used for tapping off supply from DMRC fixed supply to licensee premises.

DMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10kVA, Electrical load requirement exceeding 5 kVA will be given on 3-phase, 415V, 50Hz subject to availability.

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.

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

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

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.

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

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

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

The power shall be supplied normally at the rate of 0.5 KVA/sq. m. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 5 KVA on single phase and thereafter on three phase system if required by the Licensee will be supplied subject to availability and technical feasibility at an additional cost and conditions to be stipulated by DMRC.

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

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

14. that the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
15. that the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purpose.
16. that the supply shall not be extended/sublet to any other premises.
17. that the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
18. that DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. that DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Applicant's name.
20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
21. that DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of statutory requirements and/or in consequence of a legally binding

order by statutory authority(ies)/Court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.

- 22. that all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold /disconnect supply, as the case may be, and forfeit the advance consumption deposit.
- 23. The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and a licensee but that of a commercial arrangement where the applicant has taken on lease/license a premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

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

Signature of Applicant

_____ (Full name)

Date :

Place:

Signed and delivered in the presence of:

Witness:

- 1. Signature _____
 Full Name _____
 Complete Address _____
 Phone No. _____
- 2. Signature _____
 Full Name _____
 Complete Address _____
 Phone No. _____

List of Documents to be submitted along with the application for new connection

Category	
-----------------	--

Non-Domestic Low Tension/ Mixed Load High Tension	<ol style="list-style-type: none"> 1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant. 2. Proof of allotment of the space/area leased out by DMRC in the form of the following: Allotment/possession letters, Lease deed, General Power of Attorney together with proof of ownership of the executor.
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1 Applicable in case of a company.

Electrical Installation Test Report

Name & Address of the Licensee :

Location :

Shop/Kiosk/Stall No. :

:

Energy Meter S. No. & Make :
(Manufacturer's test report is to be enclosed)

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 earthings have been removed from our end & the installation is fit for energizing.

I will be responsible on behalf of Licensee for non-compliance of any of the above.

Seal & Signature of the Licensee

Seal & Signature of Electrical Contractor
(Holding Valid License from NCT of Delhi)