

# DELHI METRO RAIL CORPORATION LIMITED



Bid Document No. IBS/05-15-27

Bids (e-tender) are invited for  
Licensing of Space for In-building Solutions  
(IBS) for Providing Shared Mobile (Cellular)  
Coverage (2G/3G/4G) in Tunnels and  
Underground Stations of ITO-Kashmere Gate  
(Line-6 Extension), Netaji Subhash Place-  
Azadpur (Line-7) and Naraina Vihar of DMRC  
Network

November- 2015

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

Cost of Bid Document- Rs.21,000/- (Non-Refundable)

Index

<b>1. Definitions</b> .....	<b>3</b>
<b>2. Notice Inviting Bid (E-Tender)</b> .....	<b>4</b>
<b>3. Disclaimer</b> .....	<b>7</b>
<b>4. Objective and Scope</b> .....	<b>8</b>
<b>5. Eligibility Criteria</b> .....	<b>12</b>
<b>6. General Terms for grant of License</b> .....	<b>13</b>
<b>7. Submission of Bids by Bidders</b> .....	<b>16</b>
<b>8. Evaluation of Bids</b> .....	<b>21</b>
<b>9. Miscellaneous</b> .....	<b>23</b>
<b>Annexure-1</b> .....	<b>24</b>
<i>Details of Location</i> .....	<b>24</b>
<b>Annexure-2</b> .....	<b>25</b>
<i>Letter comprising the Bid</i> .....	<b>25</b>
<b>Annexure-3</b> .....	<b>27</b>
<i>Details of the Bidder</i> .....	<b>27</b>
<b>Annexure-4</b> .....	<b>28</b>
<i>Power of Attorney of Bidder</i> .....	<b>28</b>
<b>Annexure-5</b> .....	<b>29</b>
<i>Consortium Agreement/Memorandum of Understanding</i> .....	<b>29</b>
<b>Annexure-6</b> .....	<b>31</b>
<i>Affidavit</i> .....	<b>31</b>
<b>Annexure-7</b> .....	<b>32</b>
<i>Undertaking for Responsibility</i> .....	<b>32</b>
<b>Annexure -8</b> .....	<b>33</b>
<i>Financial Bid</i> .....	<b>33</b>
<b>Annexure "9"</b> .....	<b>34</b>
<b>DRAFT LICENSE AGREEMENT</b> .....	<b>34</b>
<b>Annexure-9.1</b> .....	<b>57</b>
<b>Annexure-9.2</b> .....	<b>58</b>
Format of Bank Guarantee.....	58
<b>Annexure-9.3</b> .....	<b>61</b>
Material Specification for renovation/ refurbish of premises.....	61
<b>Annexure-9.4</b> .....	<b>69</b>
Rules and Guidelines for Release of Electric Power.....	69

## 1. Definitions

- 1.1. "Agreement" means the License Agreement to be executed between DMRC and the Selected Bidder.
- 1.2. "Applicable Laws" means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- 1.3. "Bid" means the documents in their entirety comprised in the Bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the Bid submitted by the successful Bidder (Licensee) in response to the Tender Notice in accordance with the provisions thereof. The words "Bid" and "Tender" are used synonymously.
- 1.4. "Bidder" means any eligible party, who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or Consortium, etc. who is submitting its Bid pursuant to Bid Document.
- 1.5. "Bid Security" means the refundable amount to be submitted by the Bidder along with RFP documents to DMRC.
- 1.6. "Commencement Date" means the date of commencement of License Agreement as defined in RFP document.
- 1.7. "License" means the grant of License by DMRC to the Licensee to utilize the Licensed Premises under terms and conditions of this Bid Document.
- 1.8. "Licensee" means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- 1.9. "License Fee" means the amount payable by the Licensee to DMRC for Licensed Spaces or Premises as per terms and conditions of the License Agreement along with other payable charges and any kind of Central or State Taxes, local levies, statutory dues, etc. as per prevalent law.
- 1.10. "License Period" means a period of six (6) years starting from the Commencement Date as specified in Bid Document.
- 1.11. "DMRC" means Delhi Metro Rail Corporation Limited.
- 1.12. "Interest Free Security Deposit / Performance Security" means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as security against performance of License Agreement.
- 1.13. "Licensed Premises" or "Licensed Space" means the bare space, on "as is where is basis", solely for the purpose of License as per terms and conditions of this Bid Document.
- 1.14. "Selected Bidder" means the Bidder who has been selected by DMRC, pursuant to the bidding process for award of License.

**2. Notice Inviting Bid (E-Tender)  
(NIT No.: 019/2015)**

- 2.1. Delhi, National Capital Region (NCR) which comprises of the Indian Capital New Delhi, along with its satellite towns is the most populous urban agglomeration in India. DMRC undertook the construction for MRTS and the first section of Phase-I was made operational on 25-12-2002. DMRC has since completed the construction of Phase-I & Phase-II network comprising of 141 stations and a network of around 193 km and has already put them under operation. Construction of DMRC Phase-III is in progress. As of today, DMRC network comprises of six operational lines with a ridership of around 2.5 million commuters per day.
- 2.2. DMRC invites Bids(through e-tendering process) from eligible Bidder(s), who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or Consortium, for selection of Licensee for Licensing space for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G) in following tunnel section and underground Station(s) of Delhi Metro Network as per terms and conditions of this Bid Document:
- a). Schedule-I: ITO-Kashmere Gate Section (Line 6 Extn.)
  - b). Schedule-II: Netaji Subhash Place-Azadpur (Line-7) Section and Naraina Vihar .
- 2.3. DMRC shall receive Bids (e-tender) pursuant to this Bid Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit Bids in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the DMRC premises at the stations / site and familiarise themselves with the proposed arrangements and all activities necessary in this regard.
- 2.4. Salient features of Bidding Process:
- a). DMRC has adopted two-packet Bidding Process for selection of a suitable highest Bidder for granting License as per bidding schedule.
  - b). For participation in e-tendering process, the Bidder(s) has to be registered on DMRC's e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). On registration they will be provided with a User ID and a password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid class-III digital signature. The Bid Document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory. If needed prospective Bidder can be imparted training on "online tendering process".
  - c). Schedule of Bidding Process-

1.	Cost of Bid Document (Non-Refundable)	Rs. 21,000/- (Rs.20,000/- + 5% DVAT) Cost of Bid Document shall be acceptable in the form of Demand Draft / Banker's Cheque in favour of "Delhi Metro Rail Corporation Ltd." payable at New Delhi.
2.	Bid Security	Schedule-I= Rs 4,40,000/- Schedule-II= Rs 3,55,000/-
3.	Sale of Bid Document	From 30.11.2015 to 30.12.2015 (upto 11:00 Hrs) e-tendering website <a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a>
4.	Last Date of receiving written queries by DMRC	15.12.2015
5.	Pre-Bid Conference	15.12.2015 at 15:00 Hrs. at Metro Bhawan
6.	DMRC's response to queries by	18.12.2015

7.	Last Date & Time of Submission (e-tender) of Bid online	30.12.2015 up to 15:00 Hrs
8.	Date & Time of Opening of Technical Bids online	30.12.2015 @ 15:05 Hrs
9.	Validity of Bid	Up to 180 days from the last date of submission of Bid.
10.	Authority and place for submission of Bid Document Cost and Bid Security	Office of- Dy. General Manager/ Property Business, 4 <sup>th</sup> Floor, B Wing, Metro Bhawan, Fire Bridge Lane, Barakhamba Road, New Delhi-110001.

- d). The cost of Bid Document and Bid Security shall be accepted in the form of Demand Draft/Pay Order/ Banker's Cheque in favour of "Delhi Metro Rail Corporation Ltd." payable at New Delhi. The cost of Bid Document and the Bid Security must be submitted, in original, on or before 1500Hrs of last date of sale of Bid Document to Dy. General Manager/ Property Business, 4<sup>th</sup> Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. Bidders who fail to submit the cost of Bid Document and the Bid Security in physical form on or before the prescribed date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from last date of submission of Bid.
- e). Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance for the prospective Bidders in this regard.
- f). The Bid submissions must be made online after uploading the mandatory scanned documents towards Cost of Bid Document, Bid Security and other documents as stated in Bid Document.
- g). Bidders shall note that the maximum file size that can be uploaded is 5MB. All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/space should be there in the uploaded file name.
- h). Bids received after Last Date & Time of Submission (e-tender) of Bid online shall not be accepted under any circumstances.
- i). In case of a Bid by a JV/Consortium of firms, following shall be abide by its members:
- i. The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
  - ii. Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash Security Deposit/Performance Security and or to terminate the License Agreement after 30 day notice.
  - iii. It is clarified that percentage stake of lead member of JV/Consortium members shall always be more than 51% during License Period. Lead member may be any member of JV/Consortium, provided its percentage stake in JV/Consortium is more than 51%.
  - iv. Minimum percentage stake of any member in JV/Consortium other than the lead member shall not be less than 26% during the tenure of the License Agreement.
  - v. Members of the JV/Consortium having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation

which means that their eligibility shall not be considered for evaluation of JV/Consortium.

- vi. All members of such entity shall be jointly and severally liable for the performance of License Agreement.
  - j). The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.
- 2.5. The Bids submitted without cost of Bid document by the Bidders shall be out rightly rejected. The Bids received after stipulated date and time of submission of RFP shall be rejected out rightly.
- 2.6. The Bidders are advised to keep in touch with e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) for updates.

### 3. Disclaimer

- 3.1. This Bid Document is not an offer but is an invitation by DMRC to the Bidders for participation in the e-bidding/e-tendering process for selection of Licensee. This Bid Document is provided with information that may be useful to Bidders in making their financial offers (Bids) pursuant to this Bid Document. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by DMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.
- 3.2. Information provided in this Bid Document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Intimation of discrepancies in the Bid Document, if any, may be given, by the Bidders, to the office of the DMRC, immediately, by the Bidders. If DMRC receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the Bid document.
- 3.3. This Bid Document may not be appropriate for all persons, and it is not possible for DMRC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in the Bid Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.
- 3.4. DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this Bid Document. DMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise arising in any way for participation in this Bid Stage.
- 3.5. The issue of this Bid Document does not imply that DMRC is bound to select a Bidder or to appoint the Preferred Bidder or Licensee, as the case may be, for the grant of License and DMRC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid. The Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this Bid Document shall be considered only if it is submitted in writing.

#### 4. Objective and Scope

##### 4.1. Objectives of Bid Document:

- a). Licensing space in DMRC network for use by Licensee for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G) in tunnels and underground Stations of ITO-Kashmere Gate Section (Line-6 Extn.), Netaji Subhash Place-Azadpur (Line-7) Section and Naraina Vihar.
- b). To augment non-operational revenue of DMRC through Licensing of Space.
- c). To provide mobile coverage in selected tunnel and underground station/section of DMRC.

##### 4.2. Scope-

- a) The Selected Bidder(s), shall be licensed with spaces, as detailed at Annexure-1, for Placement and Operation of Telecommunication Equipment for In-building Solutions ("IBS") for Providing Shared Mobile (Cellular) Coverage (of 2G/3G/4G only) in tunnels and underground Stations of ITO-Kashmere Gate Section (Line-6 Extn.), Netaji Subhash Place-Azadpur (Line-7) Section and Naraina Vihar (hereinafter referred to as "**Permitted Activity**") subject to the terms and conditions specified in the Bid Document/Draft License Agreement and the guidelines stipulated herein in relation to the Permitted Activity.
- b) The IBS as a concept shall be offered by a single operator whereby with single common infrastructure all existing and upcoming mobile operators can serve their customers in an easy and efficient manner. The said IBS shall offer shared In-Building Solutions for various types of telecom operators such as GSM/CDMA Technologies.
- c) The Selected Bidder shall be required to set up and manage the common shared IBS at the Licensed Premises. The Selected Bidder shall in turn provide the services of IBS to various telecom operators and other agencies that require the same in tunnel and underground station of the section by charging them appropriate licensee fee. The Selected Bidder in turn shall pay a fixed amount of monthly License Fee and other charges along with applicable taxes, quarterly in advance, to DMRC.
- d) The IBS provided by Selected Bidder shall-
  - i. Include all cellular standards such as GSM, CDMA, W-CDMA, and LTE. etc.
  - ii. The IBS coverage shall be provided through distributed antenna system and it shall be left to the Selected Bidder to decide on the technology solution fitted best to meet the coverage criteria keeping in view of the building profile and ground realities for mobile operators considering the commercial outflow to be paid by the mobile operators.
  - iii. The technical specifications of the technology solution to be adopted by the Selected Bidder should not be inferior to the technology being used by the individual mobile operators presently providing services in DMRC Network.
  - iv. Licensee shall make provision of one spare port at each licensed station to feed radio signal provided by the nominated agency of Delhi Police. Licensee shall provide RF signal for use by Delhi Police in the range of 800MHz frequency band (806-870 MHz) conforming to APCO P-25 Standards. In addition to mobile signal, mobile service provider shall also propagate this RF signal in tunnel and station area by using infrastructure meant for mobile coverage. For this purpose mobile service provider shall integrate and interface with the nominated agency of Delhi Police so as to have a reliable network and good voice quality throughout the tunnel and station area for Delhi Police wireless system. Licensee to liaison



with Delhi Police for license requirement for addition of the equipment in the existing network of Delhi Police. No extra payment shall be admissible to the Licensee to extend the Delhi Police wireless system to the underground network.

- v. For the purpose of Delhi Police Wireless System, Licensee may use Bi-directional Amplifier (BDA)/optical-RF repeater with following general specification to provide coverage

Parameter	Uplink	Downlink
Frequency Range	806-824MHz	851-869MHz
Operational Bandwidth	18MHz	18MHz
Typ. Tx-Rx Separation	45MHz	45MHz
RF Monitoring Ports	-30dBc	-30dBc
Pass Band Ripple	$\leq \pm 1.5$ dB	$\leq \pm 1.5$ dB
IP3	Comply to FCC-13dBm	Comply to FCC-13dBm
AGC Range	20dB	20dB
Noise Figure at Max. Gain	<5dB	<5Db
Spurious Emissions	$\leq -36$ dBm@9KHz-1GHz $\leq -36$ dBm@1KHz-12.75GHz	
VSWR	$\leq 1.5:1$	
Impedance	50 $\Omega$	
Bulk Delay	<6 micro-second	
MTBF	50000hrs	
Redundancy	Dual PSU	
Gain	As per design requirement	
Operating Temperature Range	-20~+55°C	
Power Supply	DMRC shall provide 230V A.C. voltage, if any other voltage conversion required, then it is to be provided by the Licensee.	

- vi. No repeater equipment shall generally be installed in tunnels. Nevertheless, if it is unavoidable then repeaters can be provided within schedule of dimensions of tunnels. Power for the same has to be extended by the Licensee from licensed room. Any co-axial cable, power cable etc. has to meet the LSZH criteria for underground environment and has to be provided by the contractor.
- e) Maximum six operators (including nominated agency for RF signal for use by Delhi Police) shall be allowed as per this Bid Document to carry out the Permitted Activity. The Selected Bidder shall obtain prior permission from DMRC to include/exclude any service provider in the IBS. Inclusion of additional telecom operator, above limit of 6 (six), shall increase the License Fee by 20% for each new telecom operator. Additional space for increase in telecom operator may be provided on pro-rata basis as per availability and feasibility. The Licensee shall endeavour to have tie-ups with mobile service providers of Delhi NCR for the authority to receive their signals and propagate them. However tie-up with at least three (3) mobile service providers shall be mandatory. Further, the agreement between Licensee and the operators shall cease in case of termination of License Agreement entered between Licensee and DMRC.
- f) Some of the stations of the licensed sections may be under management of DMRC Project Wing as these stations are under construction. The access to such section/station and the rooms shall be provided to Licensee at least thirty (30) days before Revenue Operation Date ("ROD") of these stations. DMRC shall issue a Possession Letter for taking over the possession of location within ten days of the issuance of Letter of Possession. The ROD provided is tentative as it depends on sanction of section by CMRS. The final ROD shall be decided only after clearance by CMRS. The Licensee shall install all necessary cables (of Fire Retardant Low Smoke Zero

Halogen type only) and associated equipment for receiving signals of mobile service providers. In this regard certificates and test report of the manufacturer are to be submitted to DMRC.

- g) Licensee has to install all necessary cables (of FRLSZH type only), LCX & OFC in tunnel, cables and fixing of antenna in station and associated equipment for amplification of the signals in all areas of the underground stations and the approach ramp of the tunnel at its own cost, so as to provide seamless connectivity to the commuters travelling in the tunnels and underground station(s) of the Section. Cable trays and cable hangers for this purpose will be provided by DMRC against payment of one time capital cost and monthly fee. Licensee shall at their own cost and risk prepare cable tray and clamps etc. where such provision is not available. No claim or compensation on this account shall be entertained.
- h) The Licensed Space shall be utilised only by the Licensee or its associates/permitted operators as per Terms and Conditions of Bid Document/Draft License Agreement. In this regard, the Licensee shall obtain prior written permission for operators to operate at a particular site. If at any stage during License Period, it is found that the total operators at any location is more than permissible limit, license fee shall be charged at double the rate of license fee applicable for single operator at that location on pro-rata basis from the date of handing over of the location and all utility services shall remain disconnected till the extra operators vacate the Licensed Premises.
- i) The sites shall exclusively belong to the DMRC, without creating any right, title or interest of whatsoever nature in the said Licensed Premises in favour of the Licensee.
- j) Ensure regular interaction and provide all necessary logistic support to the mobile operators so that they can provide un-interrupted mobile coverage in all underground areas.
- k) The Licensee shall ensure compliance with permissible radiation limits for mobile towers/antennas as laid down by Municipal Corporation / State Government / Department of Telecommunications, etc. from time to time.
- l) The Selected Bidder shall be responsible for obtaining necessary permissions from Department of Telecommunications (DoT) and comply with all the guidelines issued by DoT from time to time and applicable law for undertaking the Permitted Activity in the Licensed Premises. Any law/instruction issued by Local Authority, in this regard, shall also be adhered to.
- m) The Selected Bidder shall first utilize the telecommunication infrastructure of DMRC on commercial terms wherever technically feasible first considering alternate facilities.
- n) To power up repeater inside tunnel, Licensee has to make up its own arrangements from licensed rooms.
- o) Licensee shall interface with Civil/Electrical/Signal & Telecom etc during execution of work. Licensee shall also attend progress review meeting held at site offices on regular basis.
- p) After completion of work as built drawings shall be submitted to DMRC.

**4.3.** Licensee shall be responsible for the following activities:

- a) The Licensee shall ensure that passengers using metro train services will get uninterrupted mobile coverage without any interruption in underground section as described in Scope of this document.
- b) The Licensee shall be licensed with space for Placement and Operation of Telecommunication Equipment for Providing Mobile (Cellular) Network (2G/3G/4G). For

the purpose of placement of equipment, the Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety & security concerns. If the whole plan or a part of plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision in plan(s) are required to be approved by DMRC.

- c) Designing of all units / structures to complement station architecture/design for installation of telecommunication equipment.
- d) Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the Licensed Premises only. Licensee shall prepare the plan for approval for DMRC.
- e) Appoint competent nodal officer to interact with nodal DMRC representative to bring clarity in understanding of spaces, coordinate and implement decisions taken.
- f) Operate, manage and maintain the entire Licensed Premises.
- g) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, DoT etc. at its own cost.
- h) Comply with all statutory requirements in connection with License Agreement.
- i) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- j) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
- k) All statutory taxes, local levies, statutory dues, etc. (except property tax which shall be borne by DMRC), payments and charges in respect of the Licensed Premises and the Permitted Activity including Service Tax and surcharge thereon, as applicable from time to time, shall be paid by the Licensee. .
- l) Licensee shall also adhere to procedure of DMRC regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-9.4 and Material Specification for renovation/ refurbish of premises as per Annexure-9.3

**5. Eligibility Criteria**

- 5.1. The Bidder must be registered with Department of Telecommunications, Government of India as authorized Infrastructure provider in IP-1 category.

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

## 6. General Terms for grant of License

- 6.1. The details of locations/stations and sections for Placement and Operation of Telecommunication Equipment for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G) in tunnels and underground Station(s) detailed at **Annexure-1**.
- 6.2. The Selected Bidder shall be licensed with space for Placement and Operation of Telecommunication Equipment for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G) in tunnels and underground Station(s) as detailed at Annexure-1. The area specified against each location is tentative for the subject Bid and may have variations from 10-15%. License Fee shall be charged based on the area handed over to the Licensee subsequent to issuance of Letter of Acceptance (LOA) and its payments.
- 6.3. Additional area/ locations may be provided to the Licensee based on availability and feasibility at the sole discretion of DMRC. In case of handing over of additional area at same location, no fitment period shall be provided. Interest free security deposit/ performance security shall also be updated for the additional area within 15 days from the date of handing over. The tenure of such addition area/ location shall be coterminous with the License Agreement.
- 6.4. The locations shall be handed over to Selected Bidder as defined in scope of work after receipt of full payment as stipulated in LOA/Possession Letter.
- 6.5. The agency engaged in installation of IBS must have experience of one year in managing In-Building Solutions (IBS) for providing shared Mobile coverage solutions for various types of telecom operators like GSM/CDMA in public areas.
- 6.6. **Tenure of License Agreement:** The License shall be for a period of six (6) years from the date of handing over of first lot of stations subsequent to issue of LOA. Tenure of the license period of the locations handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.
- 6.7. **Commencement of License Fee-** Fitment period shall commence from date of handing of the Licensed Premises. Fitment period of 30 days shall also be applicable in case of additional location or shifting of existing location during the License Period. The Licensee shall complete its fitment in all respects within the specified fitment period i.e. 30 days. The License Fee shall commence immediately after the expiry of fitment period for the concerned handed over station(s) and section(s) or Revenue Operation Date (ROD) whichever is later.
- 6.8. The Licensee shall pay to DMRC for Schedule-I & II, quarterly in advance, all payments requested as per details and rates indicated in the table below-

Sr	Item	Rate	Remarks
1.	License Fee for Space	(i) For Schedule-I: Rs. XXXXXXX/- Per SQM Per Month (Accepted rates of Selected Bidder) (ii) For Schedule-II: Rs. XXXXXXX/- Per SQM Per Month (Accepted rates of Selected Bidder)	License Fee for space provided in GSM/CDMA rooms License Fee shall be separately applicable for space provided for Microwave Tower.
2.	License Fee for Spaces on Cable Tray (Station & Tunnel) and for Indoor Antenna/Repeater	Rs. 13,913/- Per Station Per Month	
3.	Maintenance charges for Space including Supervision	Rs. 5,150/- Per Month per station	Entry in tunnel will be restricted to availability of Power

	Charges for tunnel entry.		Block in the section.
4.	Electrical Installation Charges including substation lease rent.	Rs 250/KVA/Month	
5.	Air-conditioning Maintenance Charges i.e. Operation and Maintenance charges for high end installations at stations	20% of Air-Conditioning charges per month	Monthly
6.	Air-Conditioning Charges	{{Total TR installed in GSM/CDMA room X 0.75 (Working TR)# X 1.494] KVA X 24 Hrs X (Number of Days in particular month) X (Unit charges as per concerned DISCOM}}	Considering 3 numbers of FCU working and 1 FCU standby.
7.	One time fixed charges for installation of FCU with all associated item	Rs 98,423/- per TR	(One Time non-refundable)
8.	Clamp of LCX cable in Tunnels	Rs 408/- per meter excluding taxes & duties	(One Time Lump Sum applicable for new installation)
9.	Refundable Electrical Consumption deposit (interest free)	Rs.1,500/KVA	
10.	Energy consumption charges (Energy consumption as per installed Energy Meter)	Rate of electricity for temporary or permanent electrical connection shall be charged as per concerned DISCOM prevalent tariff orders issued by DERC	
11.	E 1 Rates	As per BSNL/MTNL rates.	As applicable from time to time

- 6.9. The License Fee of Space, License Fee for Spaces on Cable Trays & for Indoor Antennas/Repeater and Maintenance charges for Space including Supervision Charges for tunnel entry shall be increased by 7% per annum on a compounding basis after completion of each year of License Period.
- 6.10. License Fee and other dues shall be payable quarterly in advance to DMRC, by the last working day of running quarter. The re-conciliation of License Fee and other dues shall be carried out annually. Based on re-conciliation, the adjustment of License Fee payable to DMRC shall be carried out along with payment of License Fee of next quarter.
- 6.11. **Air-Conditioning Charges:** The Air-Conditioning at the Licensed Premises inside the rooms (GSM/CDMA) shall be provided by DMRC at the cost of Licensee. The capital cost and other monthly charges for providing Air-Conditioning shall be payable by Licensee to DMRC.
- 6.12. **Interest Free Security Deposit/Performance Security-**
- 6.13. Selected Bidder shall submit Interest Free Security Deposit / Performance Security to DMRC equivalent to Annual License Fee applicable for final year of the License Agreement and based on area handed over to the Licensee. In case of subsequent handing over of

additional area to the Licensee, Interest Free Security Deposit/ Performance Security shall be updated as per updated area under possession of Licensee. The Interest Free Security Deposit/ Performance Security shall be acceptable in any one of the following forms:

- a). Bank Draft in favour of "DMRC Limited", payable at New Delhi from a Scheduled Commercial Bank based in India, or
  - b). Fixed Deposit Receipt of a Scheduled Commercial Bank / Post Office based in India duly pledged in favour of DMRC (styled as DMRC Ltd A/c.....), or
  - c). Irrevocable Bank Guarantee in the prescribed format (Annexure-9.2) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, from/with branches located in Delhi. The Bank Guarantee shall be valid at least for three years and shall be renewed before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be encashed by DMRC without any prior intimation. For last year of License Period, the Licensee shall submit the Bank Guarantee valid for remaining License Period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be encashed by DMRC.
- 6.14. In case of joint venture/Consortium, the Interest Free Security Deposit/Performance Security shall be submitted in the name of the JV/Consortium. However, splitting of the Interest Free Security Deposit/Performance Security (while ensuring the Interest Free Security Deposit/Performance Security is in the name of JV/Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their percentage stake in joint venture/Consortium is acceptable.
- 6.15. **'As is where is basis':** - The Licensee shall be licensed with the said Licensed Premises, equipment, installations, fittings and fixtures on 'as is where is basis' and the Licensee shall not make any additions or alterations in the Licensed Space, installations including electric installations and wiring without the prior permission of DMRC in writing and when permitted by the DMRC the said additions and alterations shall be carried out by the Licensee at own cost and shall not be entitled for any compensation for any additions/alterations carried out by them in the Licensed Premises and the same shall vest in DMRC. The Licensee shall install its own fixtures and equipment in the said Licensed Premises after duly obtaining all necessary approvals from the licensor, permissions and licenses from the Municipal Corporation, DoT and such other Statutory Authorities at its own cost and expense.
- 6.16. Service Tax and surcharge thereon, as applicable from time to time, shall be paid by the Licensee. The property tax applicable, if any, on the property of DMRC shall be borne by DMRC. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall have to be remitted along with the License Fee for onward remittance to the Government/Authority. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.
- 6.17. Payment of stamp duty on License Agreement or any other document to be executed in pursuance of this Bid shall be borne by Licensee.

## 7. Submission of Bids by Bidders

- 7.1. No Bidder shall submit more than one Bid for this Bid document.
- 7.2. The Bid Document is to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Bid Document, in the event of any conflict between them, the priority shall be in the following order:
- a). License Agreement
  - b). Bid Document;
- i.e. the License Agreement above shall prevail over Bid Document.
- 7.3. For participation in e-tendering process, the Bidder(s) has to be registered on DMRC's e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). On registration they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid class-III digital signature. The Bid Document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory. If needed prospective Bidder can be imparted training on "online tendering process".
- 7.4. The Bid should be furnished in the format at **Annexure 2 to 8**, clearly providing the details for fulfilling Eligibility Criteria. The Bid Documents shall be signed by the Bidder's Authorised Signatory.
- 7.5. Cost of Bid Document/RFP-Bidders is required to deposit non-refundable cost of Bid Document (as specified in Notice Inviting Bid/Tender) along with its Bid. The cost of Bid Document shall be acceptable in the form of Demand Draft/Pay Order in favour of "DMRC Ltd" payable at "Delhi". The cost of Bid Document shall be submitted in person by the specified date and time to "Dy. General Manager/ Property Business, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001". The Bids of the Bidders who fail to submit the cost of Bid Document in physical form on or before the prescribed date and time shall be summarily rejected.
- 7.6. Bid Security:-
- a). Bidders are required to deposit refundable Bid Security (as specified in Notice Inviting Bid/Tender) along with its Bid. The Bid Security shall be acceptable in the form of Demand Draft/Pay Order in favour of "DMRC Ltd" payable at "Delhi".
  - b). The Bid Security shall be submitted in person by the specified date and time to "Dy. General Manager/ Property Business, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001". Bidders who fail to submit the Bid Security in physical form on or before the prescribed date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from bid due date.
  - c). The Bid Security of unsuccessful Bidders shall be refunded after award of License, without considering any interest thereof. The Bid Security of the Selected Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security.
  - d). If the Selected Bidder withdraws/ alters his Bid at any stage, his Bid Security shall be forfeited by DMRC.
- 7.7. **Bid Variable:** The Bidder shall quote the rate of license fee per sqm per month "X" for Space in the bid form in both words as well as figures as given in **Annexure-8**. If there is a discrepancy between words and figures, the amount in words shall prevail.



- 7.8. The Bid shall be submitted by the Bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this Bid Document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this Bid Document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same due date as mentioned in the Bid Document. The offer of Bidder, who does not fulfill the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with its Bid an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors.
- 7.9. **Technical Bid:** The Bidder shall upload scanned copies of, subject to minimum of, following documents in Technical Bid -
- a). Bid Document Cost.
  - b). Bid Security along with details of Bided Schedule(s)/Station(s)/Section(s).
  - c). Annexure-2 ((On Official letterhead of the Bidder)
  - d). Documentary evidence authenticating that Bidder is registered with Department of Telecommunication, Government of India as authorised Infrastructure Provider in IP-1 Category.
  - e). Documentary evidence authenticating its proof of experience which the Bidder has claimed in respect of Eligibility Criteria.
  - f). Annexure-3
  - g). Annexure-4
  - h). Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate and copy of partnership deed in case of the Partnership Firm.
  - i). In case of JV/Consortium, Annexure-5, 6 and 7.
  - j). Self-attested copies of the PAN Card and Service Tax Registration Certificate (of lead member in case of JV/Consortium). In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.
  - k). Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account/Balance Sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the companies Act.
  - l). Copy of the complete Request for Proposal (RFP)/ Bid Document including Draft License Agreement (Annexure-9) and Addenda/ Corrigenda (if any) duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.
- 7.10. **Financial Bid:** - The Bidder shall quote the Bid Variable as rate of "License Fee per sqm per month "X" for Space" in the Financial Bid form in both words as well as figures as given in Annexure-8. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 7.11. The documents including this Bid Document and all attached documents, provided by DMRC shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and DMRC shall not return to the Bidders any Bid, document or any information provided along therewith.

- 7.12. **Cost of Bidding:** The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 7.13. **Site visit and verification of information:** Bidders are encouraged to submit their respective Bids after visiting DMRC premises and ascertaining themselves with the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for provision of placement of equipments, access to station / site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- 7.14. **Pre-Bid Conference:** - The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Bid/Tender. During course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. DMRC shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC's point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant.
- 7.15. It shall be deemed that by submitting a Bid, the Bidder has:
- a). made a complete and careful examination of the bidding documents;
  - b). received all relevant information from DMRC;
  - c). accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in RFP document;
  - d). satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the License Agreement in accordance with the bidding documents and performance of all of its obligations thereunder;
  - e). acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
  - f). acknowledged that it does not have a Conflict of Interest; and
  - g). agreed to be bound by the undertakings provided by it under and in terms hereof.
- 7.16. DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.
- 7.17. **Verification and Disqualification:** DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of DMRC thereunder.
- 7.18. **Amendment of Bid Document/RFP-**
- a). At any time prior to the Bid Due Date, DMRC may, for any reason, modify the Bid Document by the issuance of Addenda / Corrigenda.

- b). Any Addendum / Corrigendum issued hereunder shall be uploaded on e-tendering web portal i.e. [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC)
- c). In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Bid Due Date.
- d). The Bidders are requested to get in touch with e-tendering web portal i.e. [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) for all updates on the Bid Document such as addendums, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc

#### 7.19. **Preparation and Submission of Bids**

- a). **Format and Signing of Bid:** The Bidder shall provide all the information sought under this Bid Document as per the format.
- b). The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- c). The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) in electronic format only with digital signatures and after uploading the mandatory scanned documents towards cost of Bid Document and towards Bid Security and other documents as required in the Bid Document. The cost of Bid Document & Bid Security must be submitted with DMRC in form of Demand Draft or Pay Order as per stipulated date & time (NIB).
- d). The Bidder has to produce the original documents as and when required by DMRC. The failure of the Bidder to furnish the said original documents will entail summarily rejection of its Bid.
- e). Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
- f). The Bidders should carefully note the following instructions:
  - i). The Bidders should ensure that the complete RFP Document has been downloaded.
  - ii). The printout of Bid/RFP Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on website. The print should be legible and indelible.
  - iii). In case of any correction/addition/alteration/omission in the Bid/RFP Document, as made available by DMRC, observed at any stage, the Bid shall be treated as non-responsive and shall be rejected out-rightly.

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

7.21. Notwithstanding anything contained in this Bid document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time

without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

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

## 8. Evaluation of Bids

### 8.1. Bid Opening:

- a). The Technical Package of all Bidders who have submitted a valid Bid Security and cost of RFP document shall be opened on stipulated date and time at e-tendering web portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). Bidders may visit web-site [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) to know latest Technical Opening information after completion of opening process. If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the DMRC, the next official working day shall be deemed as the date of opening of Technical Bid. The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.
- b). On opening of the Bid, DMRC will first check the cost of RFP Document and Bid Security through online mode by cross verifying with the hard copy submitted.
- c). If the documents do not meet the requirements of the DMRC, a note will be recorded accordingly by the Bid Opening Authority.
- d). The digitally signed Financial Bid which Bidders have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial Bid of only those Bidders whose submissions are found substantially responsive and eligibly compliant to the RFP conditions will be opened. The time of opening of Financial Bid shall be informed through website only. Bidders can visit to website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) for further information.

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

### 8.3. Selection of Bidder who qualifies the Eligibility Criteria:

- a). A bidder can bid/quote for any number of Schedules identified at Annexure 1. The technically eligible Bidder, who quotes the highest rate of License Fee of Space for a Schedule, shall be treated as the highest bidder for that Schedule. The Bid of only technically eligible highest Bidder of each Schedule shall be considered for further evaluation of Bid by DMRC.
- b). After selection, Letter of Acceptance (the "**LOA**") shall be issued, in duplicate, by DMRC to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in token of acceptance and acknowledgement of LOA. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.
- c). Selected Bidder shall be required to submit required Interest Free Security Deposit/ Performance Security within thirty days (30) of issue of LOA without consideration of any interest and up to 45 days with 2% flat interest on balance unpaid amount remaining after 30 days. If the Selected Bidder fails to submit Performance Security within 30 days of the issue of LOA, unless extended by DMRC at its sole discretion or deposit the required dues as mentioned in LOA along with interest (if any) maximum within 45 days of issue of LOA, the LOA shall stand cancelled and amount of Bid Security shall be forfeited by DMRC. The Selected Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.
- d). The Licensed Premises shall be handed over to Selected Bidder within 10 (ten) days of issue of Possession Letter.

- e). Selected Bidder shall be required to pay advance license fee for 1st quarter ("Advance License Fee") within thirty days (30) of handing over of the concerned Licensed Premises.
- f). After acknowledgement of the LOA and payment of dues in accordance with LOA, the Selected Bidder shall execute the License Agreement within 45 days of payment of dues as per LOA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

## 9. Miscellaneous

- 9.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Even in such cases where DMRC asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.
- 9.2. During License Period, all disputes between the Selected Bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement (**Annexure-9**) after signing the License Agreement.
- 9.3. DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a). suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b). consult with any Bidder in order to receive clarification or further information;
  - c). retain any information and/ or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - d). independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 9.4. It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**Details of Location****Schedule-I**

SL NO	Section	Tunnel Description		Stations	Area in Sqm (Tentative)	Tentative ROD
		Tunnel Section	Approx. Tunnel Length (m)			
1	ITO - Kashmere Gate (Line-6 Extn.)			ITO	25	Already in operation
2		ITO- Delhi Gate	1112	Delhi Gate (DLIG)	25	31.03.2016
3		Delhi Gate-Jama Masjid	1244	Jama Masjid (JAMD)	25	
4		-Jama Masjid -Lal Quila	937	Lal Quila (LLQA)	25	
5		Lal Quila - Kashmere Gate (Line-6)	1588	Kashmere Gate (KG) (Line-6)	25	

**Schedule-II**

SL NO	Section	Tunnel Description		Stations	Area in Sqm (Tentative)	Tentative ROD
		Tunnel Section	Approx. Tunnel Length (m)			
1	Azad Pur – Netaji Subhash Place (Line-7)	Ramp-	380			31.03.2016
2		Azad Pur – Shalimar Bagh	1702	Azad Pur	25	
3		Shalimar Bagh-Netaji Subhash Place	1560	Shalimar Bagh	25	
4		Ramp	195	Netaji Subhash	25	
5	Naraina (Line-7)	Ramp	284			30.09.2016
6		Naraina		Naraina	25	
7		Ramp	362			



**Letter comprising the Bid**

(On Official letterhead of the Bidder)

No:

Dated:

To,

General Manager (Operations),  
4th Floor, B Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110001.

Sub: Bid for Licensing space in DMRC network for use by Licensee for Placement and Operation of Telecommunication Equipments for Providing Mobile (Cellular) Network (2G/3G/4G) by in Tunnel and Underground Station/Section.

Dear Sir,

With reference to your Bid Document Number -----, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for Licensing space in DMRC network for use by Licensee for Placement and Operation of Telecommunication Equipments for Providing Mobile (Cellular) Network (2G/3G/4G) by in Tunnel and Underground Station/Section at selected Delhi Metro stations. The Bid is unconditional and unqualified.

1. I/ We acknowledge that DMRC shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to DMRC any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of DMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum / Corrigendum, if any, issued by DMRC; and
  - (b) I/ We do not have any conflict of interest in accordance with provisions of the RFP document; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DMRC; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above

subject, without incurring any liability to the Bidders, in accordance with provisions of the RFP document.

6. I/ We acknowledge and undertake that I/We fulfil the Eligibility Criteria. I/We have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed in RFP document.
7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License and the terms and implementation thereof.
8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
9. I/ We have studied all the Bidding Documents carefully and also surveyed the DMRC stations. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License.
10. I/ We offer Bid Security to DMRC in accordance with the RFP Document. The documents accompanying the Bid, as specified in RFP, have been submitted in a separate envelope.
11. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the license as mentioned in above subject is not awarded to me/us or our Bid is not opened or rejected.
12. The Financial Offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft License Agreement (Annexure-9), addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
13. I/ We agree and undertake to abide by all the terms and conditions of the Bid Document.
14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License Period in accordance with the Agreement.
15. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
16. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith. .
17. I / We declare that the submitted Bid Documents are same as available on e-tender web portal i.e. [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). I / We have not made any modification / corrections / additions etc. in the Bid Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the Bid Documents. In case at any stage, it is found that there is any difference in the downloaded Bid Documents from the original Bid Documents available at DMRC's website, DMRC shall have the absolute right to reject my/ our bid or terminate the License Agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid Document.

Yours

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

Place: Name and seal of Bidder

**Details of the Bidder**

1. (a) Name :
- (b) Country of incorporation :
- (c) Address of the corporate headquarters :
- (d) Address of registered office in India :  
(in case of foreign Companies)
2. Details of individual(s) who shall serve as the point of contact/ communication for DMRC within the Company:
- (a) Name :
- (b) Designation :
- (c) Company :
- (d) Address :
- (e) Telephone Number :
- (f) Fax Number :
- (g) E-Mail Address :
3. In case of JV/ Consortium:
- a. The information above (1 & 2) shall be provided for all the members of the JV.
- b. Information regarding role of each member :

Sl. No.	Name of Member	Percentage stake in the JV/ Consortium	Role*
1			
2			
3			

Signed.....

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

**Power of Attorney of Bidder**

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

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

For

\_\_\_\_\_

Accepted

\_\_\_\_\_ (signature)

(Name, Title and Address) of the Attorney

Note: -

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

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

### Consortium Agreement/Memorandum of Understanding

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

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this \_\_\_\_ day of \_\_\_\_\_, 2015.

BETWEEN

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having Corporate Identification Number \_\_\_\_\_ and its Registered Office at \_\_\_\_\_ acting through its \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the 'Lead Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 2013 and having Corporate Identification Number \_\_\_\_\_ and its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the 'Participant member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 2013 and having Corporate Identification Number \_\_\_\_\_ and its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the third PART]

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

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

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

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the Licensed Premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of \_\_\_\_\_ in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for awarding the Bid to

the Consortium so that the Consortium may take up the aforesaid license, in case the Consortium turns out to be the successful Bidder in the bid being invited by DMRC for the said purpose.

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the bid for the said Bid process for \_\_\_\_\_executing the Project.
4. That the Consortium have agreed to nominate \_\_\_\_ as the Lead Member who shall be authorized to represent the Consortium for all intents and purposes for dealing with the DMRC or its representatives and for submitting the Bid as well as doing all other acts and things necessary for submission of Bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose which shall be legally binding on all the members of the Consortium who shall be jointly and severally responsible for the performance and obligations in relation to the bid submitted to DMRC and execution of the Project.
5. The Consortium further authorizes the Lead Member to represent the Consortium for all correspondence and communications with the DMRC and any notice or communication served upon the Lead Member shall be deemed to be notice or communication to the Consortium.
6. That the share-holding of the members of the Consortium for this specified purpose shall be as follows:
  - (i) The Lead Member shall have \_\_\_\_per cent (\_\_\_%) of share-holding with reference to the Consortium for the specified Project.
  - (ii) The Participant Member shall have \_\_\_\_ (\_\_\_%) of share-holding with reference to the Consortium for the specified Project. That in case to meet the requirements of Bid Documents or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said Project.
8. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified Project.
9. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation execution of the Project if awarded to the Consortium in the Memorandum & Articles of Association of the Consortium to be got incorporated by the members of the Consortium to meet the requirements and stipulations of DMRC.

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

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

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

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

Affidavit

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

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

- 1.0. I say that I am the authorised signatory of .....(insert name of company/consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
- 2.0. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Request For Proposal ('RFP') for licensing of ..... and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
- 3.0. I say that, we hereby also authorise and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
- 4.0. I say that if any point of time including the License Period, in case DMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.
- 5.0. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
- 6.0. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

VERIFICATION:-

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

Verified at ....., on this ..... day of.....,2015.

DEPONENT

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

Undertaking for Responsibility

\_\_\_\_\_ as a lead member of the consortium of \_\_\_\_\_ companies - namely \_\_\_\_\_ (Complete name with address) jointly & severely undertake the responsibility in regards to the License Agreement with DMRC in respect of Licensing of \_\_\_\_\_:-

1. That, we solely undertake that \_\_\_\_\_ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License Agreement pertaining to \_\_\_\_\_ with DMRC.
2. That, all Consortium members are jointly or severely responsible for all commitments / liabilities/ dues etc to DMRC.
3. That, we further confirm that, the stake holding of lead member- \_\_\_\_\_ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members ensure that there shall be no change in the stake holding of the members of the Consortium during the tenure of License Agreement.
4. We also confirm that our consortium was made on Dt. \_\_\_\_\_, for seeking licensing rights of \_\_\_\_\_ and in support of which a copy of our Board Resolution is attached with this Undertaking.

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

- Witness
- 1.
  - 2.



**Financial Bid**

(To be submitted by the Bidder on his Letterhead)

1. Name of the Bid/RFP : Licensing of Space for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G) in Tunnel and Underground Section/Station Line-6 Extension (ITO-KG) of DMRC Network.
2. Tender No. : IBS/05-15-XX
3. Tenure of License : Six(6) years
4. I / We hereby offer the following rate of License Fee, in Rupees per square meter per month for Licensing of Space for Placement and Operation of Telecommunication Equipments for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G) in Tunnel and Underground Section/Station for following schedule(s), payable to DMRC as specified in the Bid/RFP Document.

## Schedule-I

SL NO	Section	Station	Approximate Area in Sqm	License Fee for Space Per Sqm Per Month	
				In Figures	In words
			GSM/CDMA Room		
1	ITO - Kashmere Gate (Line-6)	ITO	25		
2		Delhi Gate	25		
3		Jama Masjid	25		
4		LalQuila	25		
5		Kashmere Gate (Line-6)	25		

## Schedule-II

SL NO	Section	Station	Approximate Area in Sqm	License Fee for Space Per Sqm Per Month	
				In Figures	In words
			GSM/CDMA Room		
1	Azad Pur- Nataji Subhash Place (Line-7) And Naraina Vihar	Azad Pur (Line-7)	25		
2		Shalimar Bagh	25		
3		Netaji Subhash Place (Line-7)	25		
4		Naraina Vihar	25		

Signature, Name, Designation &amp; Seal of the Bidder

Date:

Place:

Note: - If there is a discrepancy between words and figures, the amount in words shall prevail.

**DRAFT LICENSE AGREEMENT**

(License Agreement No.....)

THIS AGREEMENT entered into at Delhi on this the \_\_\_\_\_ day of \_\_\_\_\_ 2015,

between

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

AND

M/s -----, a Company incorporated under the provisions of [Companies Act, 1956 OR Companies Act, 2013] and having its Registered office at -----, (hereinafter referred to as the '**Licensee**' which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second Party**

**WHEREAS**

- a) DMRC is engaged in the business of constructing, operating & maintaining Mass Rapid Transport Network. DMRC, with a view to augment its non-operating revenue, had invited Bids (E-Tender) from the eligible parties for Placement and Operation of Telecommunication Equipment for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G) ("**Permitted Activity**") in the premises tunnel and underground Station(s) ITO-Kashmere Gate (Line-6 Extn.) Section / Azadpur-Netaji Subhash Place (Line-7) Section and Naraina Vihar Station of DMRC ("**Project**") as detailed at **Annexure-9.1** (hereinafter referred to as "**Licensed Premises**").
- b) Pursuant to evaluation of the bids received, DMRC has accepted the bid of M/s .....and has issued M/s .....a Letter of Acceptance bearing No. \_\_\_\_\_ dated \_\_\_\_\_ ("**LOA**"), requiring *inter alia*, the execution of this License Agreement.
- c) Based on Terms and Conditions of Bid Document and after due inspection and verification of the building and Licensed Premises and understanding all the Terms and Conditions of this Agreement and other documents relating to the competency and all other relevant records, the Licensee is satisfied in all respects with regards to the right and authority of the Licensor to enter into this Agreement.
- d) Accordingly, DMRC has agreed to provide Licensee the Licensed Premises for undertaking the Project and, on the terms and conditions contained in this License Agreement.
- e) The Licensee has represented that it has obtained requisite permissions and authority as per applicable law to undertake the Project at the Licensed Premises. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the Licensed Premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics, and safety & security concerns.
- f) The DMRC has accordingly agreed to provide the Licensed Premises on license to the Licensee for carrying out the Project on the terms and conditions contained in this Agreement .Each individually a "**Party**" hereto, and collectively the "**Parties**".

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

**1. Definitions-**

- 1.1. **"Agreement"** means this License Agreement executed between DMRC and Selected Bidder and includes the LOA, Bid Document, any amendments, annexures and any other document forming part of the Bidding Process hereto made in accordance with the provisions hereof.
- 1.2. **"Applicable Laws"** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time and applicable to this License Agreement. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- 1.3. **"Applicable Permits"** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws, in connection with the Permitted Activity and the Licensed Premises during the subsistence of this Agreement.
- 1.4. **"Bid"** means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the Bid submitted by the successful Bidder (Licensee) in response to the Tender Notice in accordance with the provisions thereof. The words "Bid" and "Tender" are used synonymously.
- 1.5. **"Bid Security"** means the refundable amount to be submitted by the Bidder along with RFP documents to DMRC
- 1.6. **"Commencement Date"** means the date of handing over of first lot of stations or date of deemed handing over whichever is earlier of stations for installation of Telecommunication Equipment.
- 1.7. **"Damages"** shall mean any claim of DMRC against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which DMRC shall be entitled to claim and adjust the Performance Security.
- 1.8. **"DMRC"** means Delhi Metro Rail Corporation Limited.
- 1.9. "Fit-out Period" means the period of 30 (Thirty) days from the date of handing over of the Licensed Premises for carrying out fit out activities in order to operationalise the Licensed Spaces.
- 1.10. **"Interest Free Security Deposit/Performance Security"** means interest free amount/BG to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a guarantee against the performance of the License Agreement.
- 1.11. **"License"** means the grant of License by DMRC to the Licensee to utilize the Licensed Premises under terms and conditions of this Bid Document.
- 1.12. **"Licensee"** means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- 1.13. **"License Fee"** means the amount payable by the Licensee to DMRC against licensing of space as per terms and conditions of the License Agreement along with other payable charges and any kind of Central or State Taxes, local levies, statutory dues, etc. as per prevalent law.
- 1.14. **"License Period"** means a period of six (6) years starting from the commencement date as specified in Bid Document.
- 1.15. **"Licensed Premises"** or **"Licensed Space"** means the built up space, on "as is where is basis", solely for Placement and Operation of Telecommunication Equipment to Provide Mobile (Cellular) Network (2G/3G/4G), more particularly described at **annexure 9.1**.

## 2. Objective and Scope

2.1. Objectives of License Agreement are set herewith:

- a). Licensing of the Licensed Premises for use by Licensee for In-building Solution (IBS) for providing shared Mobile (Cellular) Network (2G/3G/4G) in Tunnel and Underground Station/Section.
- b). To augment non-operational revenue of DMRC through Licensing of Space.
- c). To provide mobile coverage in selected tunnel and underground station(s)/section(s) of DMRC

2.2. **Scope-**

- a) Notwithstanding anything stated herein, the license over the Licensed Premises granted under this Agreement is only for Placement and Operation of Telecommunication Equipment for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage ( of 2G, 3G & 4G only) in Tunnel and Underground Section/Station
- b) The In-Building Solutions as a concept shall be offered by a single operator whereby with single common infrastructure all existing and upcoming mobile operators can serve their customers in an easy and efficient manner. The said IBS shall offer shared In-Building Solutions for various types of telecom operators such as GSM/CDMA Technologies.
- c) The Licensee shall be required to set up and manage the common shared In-Building Solutions in the tunnels and underground stations of ITO-Kashmere Gate Section (Line-6 Extn.) / Azadpur-Netaji Subhash Place (Line-7) Section and Naraina Vihar Station. The Licensee shall ensure that passengers using metro train services will get uninterrupted mobile coverage in tunnels and underground stations.
- d) The Licensee shall pay a fixed amount of monthly License Fee and other charges along with applicable taxes, quarterly in advance, as per the terms of this Agreement to DMRC.
- e) The Licensee has the option to appoint maximum six (6) telecom operators to carry out the Permitted Activity within the Licensed Premises. The Licensee shall ensure any agreement or understanding executed between the Licensee and other telecom operators shall strictly adhere to compliances of this Agreement executed between DMRC and Licensee.
- f) The IBS provided by the Licensee shall-
  - i. Include all cellular standards such as GSM, CDMA, W-CDMA, LTE, etc.
  - ii. The IBS coverage shall be provided through Distributed Antenna System and it shall be left to the Licensee to decide on the technology solution fitted best to meet the coverage criteria keeping in view of the building profile and ground realities for mobile operators considering the commercial outflow to be paid by the mobile operators.
  - iii. The technical specifications of the technology solution to be adopted by the Licensee should not be inferior to the technology being used by the individual mobile operators presently providing services in DMRC Network.
  - iv. Licensee shall make provision of one spare port at each station to feed radio signal provided by the nominated agency of Delhi Police. Licensee shall provide RF signal for use by Delhi Police in the range of 800MHz frequency band (806-870 MHz) conforming to APCO P-25 Standards. In addition to mobile signal, Mobile service

provider shall also propagate this RF signal in tunnel and station area by using infrastructure meant for mobile coverage. For this purpose mobile service provider shall integrate and interface with the nominated agency of Delhi Police so as to have a reliable network and good voice quality throughout the tunnel and station area for Police wireless system. Licensee to liaison with Delhi Police for license requirement for addition of the equipment in the existing network of Delhi Police. No extra payment shall be admissible to the Licensee to extend the police wireless system to the DMRC underground network.

- v. For the purpose of Police Wireless System, Licensee may use Bi-directional Amplifier (BDA)/optical-RF repeater with following general specification to provide coverage

Parameter	Uplink	Downlink
Frequency Range	806-824MHz	851-869MHz
Operational Bandwidth	18MHz	18MHz
Typ. Tx-Rx Separation	45MHz	45MHz
RF Monitoring Ports	-30dBc	-30dBc
Pass Band Ripple	$\leq \pm 1.5$ dB	$\leq \pm 1.5$ dB
IP3	Comply to FCC-13dBm	Comply to FCC-13dBm
AGC Range	20dB	20dB
Noise Figure at Max. Gain	<5dB	<5dB
Spurious Emissions	$\leq -36$ dBm@9KHz-1GHz $\leq -36$ dBm@1KHz-12.75GHz	
VSWR	$\leq 1.5:1$	
Impedance	50 $\Omega$	
Bulk Delay	<6 micro-second	
MTBF	50000hrs	
Redundancy	Dual PSU	
Gain	As per design requirement	
Operating Temperature Range	-20~+55°C	
Power Supply	DMRC shall provide 230V A.C. voltage, if any other voltage conversion required, then it is to be provided by the Licensee.	

- vi. No repeater equipment shall generally be installed in tunnels. Nevertheless, if it is unavoidable then repeaters can be provided within schedule of dimensions of tunnels. Power for the same has to be extended by the Licensee from Licensed Space. Any co-axial cable, power cable etc. has to meet the LSZH criteria for underground environment and has to be provided by the contractor.
- g) Maximum six operators (including nominated agency for RF signal for use by Delhi Police) shall be allowed as per this License Agreement. The Licensee shall obtain prior permission from DMRC to include/exclude any service provider in the IBS. Inclusion of additional telecom operator, above limit of 6 (six), shall increase the License Fee by 20% for each new telecom operator. Additional space for increase in telecom operator may be provided on pro-rata basis as per availability and feasibility. The Licensee shall endeavour to have tie-ups with mobile service providers of Delhi NCR for the authority to receive their signals and propagate them. However tie-up with at least three (3) mobile service providers is mandatory.
- h) Some of the stations of the Licensed Sections may be under management of DMRC Project as these stations are under constructions. The access to such section/station and the rooms shall be provided to Licensee at least thirty (30) days before Revenue Operation Date (ROD) of these stations. DMRC shall issue a Letter of Intent for taking over the possession of location within ten days of the issuance of LOI. In the absence of taking over, the respective location shall be deemed handed over on the tenth day of issuance of Letter of Intent. The ROD provided is tentative as it depends on sanction of section by CMRS. The final ROD shall be decided only after clearance by CMRS.

- i) The Licensee shall install all necessary cables of Fire Retardant Low Smoke Zero Halogen type only) and associated equipment for receiving signals of mobile service providers. In this regard certificates and test report of the manufacturer are to be submitted to DMRC.
- j) Licensee have to install all necessary cables (of FRLSZH type only), LCX & OFC in tunnel, cables and fixing of antenna in stations and associated equipment for amplification of the signals in all underground areas of the underground stations and the approach ramp of the station at its own cost, so as to provide seamless connectivity to the commuters travelling in the tunnels and underground stations of the Section. Cable trays and cables hangers for this purpose will be provided by DMRC against payment of one time capital cost and monthly fee. Licensee shall at their own cost and risk prepare cable tray and clamps etc. where such provision is not available. No claim or compensation on this account shall be entertained.
- k) The Licensed Space shall be utilised only by the Licensee or its associates/permitted operators as per terms and conditions of this Agreement. In this regard, the Licensee shall obtain prior written permission for operators to operate at a particular site. If at any stage during License Period, it is found that the total operators at any location is more than permissible limits, License Fee shall be charged at double the rate of License Fee applicable for permitting by DMRC single operator at that location on pro-rata basis from the date of handing over of the location and all utility services shall remain disconnected till the extra operator(s) vacate the Licensed Premises.
- l) The sites shall exclusively belong to the DMRC, without creating any right, title or interest of whatsoever nature in the said Licensed Premises in favour of the Licensee.
- m) Licensee shall ensure regular interaction and provide all necessary logistic support to the mobile operators so that they can provide un-interrupted mobile coverage in all underground areas.
- n) The Licensee shall ensure compliance with permissible radiation limits for mobile towers/antennas as laid down by Municipal Corporation / State Government / Department of Telecommunications etc from time to time.
- o) The Licensee shall be responsible for obtaining necessary permissions from Department of Telecommunications (DOT) and comply with all the guidelines issued by DoT from time to time. Any Law/Instruction issued by local authority, in this regard, shall also be adhered to.
- p) The Licensee shall first utilize the telecommunication infrastructure of DMRC on commercial terms wherever technically feasible before considering alternate facilities.
- q) To power up repeaters inside tunnel, Licensee has to make up its own arrangements from Licensed Space.
- r) The sites shall exclusively belong to the DMRC, without creating any right, title or interest of whatsoever nature in the said Licensed Premises in favour of the Licensee.
- s) The Licensee shall ensure compliance with permissible radiation limits for mobile towers/antennas as laid down by Municipal Corporation / State Government / Department of Telecommunications from time to time.
- t) Licensee shall interface with Civil/Electrical/Signal & Telecom etc during execution of work. Licensee shall also attend progress review meeting held at site offices on regular basis.
- u) After completion of work, as built-up drawings shall be submitted to DMRC.

2.3. The Licensee hereby covenants as follows:-

- a. Licensee hereby assumes responsibility for Providing Shared Mobile (Cellular) Network (2G/3G/4G) in tunnel and underground stations of ITO-Kashmere Gate (Line-6 Extn.) Section / Azadpur-Netaji Subhash Place (Line-7) Section and Naraina Vihar Station of Delhi Metro by Placement and Operation of Telecommunication Equipments for In-building Solutions (IBS) in tunnel and underground Stations at DMRC as detailed at Annexure-9.1. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the Licensed Premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics and safety & security concerns.
- b. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from DMRC in this regard.
- c. The Licensee confirms having examined the potential locations at Selected Metro Stations in detail and fully understands and comprehends the technical requirements for Placement and Operation of telecommunication equipment for providing and enhancement of Mobile Signals (2G/3G/4G). The Licensee also confirms full satisfaction as to the business viability of licensing premises at the Metro Stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to DMRC under this License Agreement.
- c. Licensee shall also adhere to-
  - i. Procedure of DMRC regarding release of electric supply and specification of materials to be used for electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-9.4.
  - ii. Fire retardant Material for renovation/ refurbish of premises as per Specification at Annexure-9.3
- e. That DMRC and Licensee represent and warrant that they are empowered, authorized and able to enter into this Agreement.

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

- a) The Licensee shall ensure that passengers using metro train services will get uninterrupted mobile coverage in underground section as describe in scope of the document.
- b) The Licensee shall operate the Licensed Space for Providing Mobile Cellular Network 2G, 3G&4G only by Placement and Operation of Telecommunication Equipment. The Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety & security concerns. If the (part of) plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision in plans are required to be approved by DMRC.
- c) Designing of all units / structures to complement station architecture design for installation of telecommunication equipment.

- d) Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the Licensed Premises only. Licensee shall prepare the plan for approval from DMRC.
- e) Appoint competent nodal officer to interact with concerned DMRC representative to bring clarity in understanding of spaces, coordinate and implement decisions taken.
- f) Operate, manage and maintain the entire Licensed Premises.
- g) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, DoT etc. at its own cost.
- h) Comply with all statutory requirements in connection with License Agreement.
- i) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- j) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
- k) Service Tax and surcharge thereon, as applicable from time to time, shall be paid by the Licensee. Payment of all statutory taxes, local levies, statutory dues, etc. (except property tax which shall be borne by DMRC) as and when due.
- l) Licensee shall also adhere to procedure of DMRC regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-9.4 and Material Specification for renovation/ refurbish of Licensed Premises as per Annexure-9.3

### **3. Disclaimer**

- 3.1. The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.
- 3.2. The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed business prospects from providing and enhancing mobile (cellular) signals and that it will be fully responsible for all its assessment in this regard.
- 3.3. The Licensee confirms having seen / visited / assessed the identified locations of the Metro Stations and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 3.4. The Licensee also confirms that it has fully analysed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.

- 4. Licensed Premises:** - DMRC hereby agrees to provide a part of its premises on license basis to the Licensee solely for Placement and Operation of Telecommunication Equipment for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G) in tunnel and underground Stations of ITO-Kashmere Gate (Line-6 Extn.) / Azadpur-Netaji Subhash Place (Line-7) Section and Naraina Vihar Station. The detail of the Licensed Premises is provided at Annexure-9.1.

### **5. Tenure of License**

- 5.1. Commencement Date- License Agreement shall commence from date of handing over of first lot of stations.
- 5.2. License Agreement shall be valid for a period of six (06) years starting from the Commencement Date, unless otherwise terminated as provided in Termination clause.



- 5.3. The tenure of License for any station handed over subsequently shall be co-terminus with the stations handed over in first lot.

## 6. License Fee

- 6.1. Licensee shall prepare and submit the design/layout plan of placement of Telecommunication Equipment for approval of DMRC. DMRC shall consider the approval in accordance with procedure given in Regulations for Preparation and Utilisation of Licensed Premises of this Agreement.

- 9.5. **Commencement of License Fee-** License Fee shall commence after fitment period of 30 days or Revenue Operation Date (ROD), whichever is later, of concern station. Fitment period shall commence from date of handing over of the Licensed Premises. Fitment period of 30 days shall also be applicable in case of additional location or shifting of existing location during the License Period for placement and operation of telecommunication. The Licensee shall complete its fitment in all respects within this specified fitment period. The License Fee shall commence immediately after the expiry of fitment period for the concerned handed over station(s) and section(s) or Revenue Operation Date (ROD), whichever is later.

- 6.2. The Licensee shall pay to DMRC for Schedule I & II, on quarterly basis, all payments requested as per details and rates indicated in the table below-

Sr	Item	Rate	Remarks
1.	License Fee for Space	(i) Schedule-I: Rs. XXXXXXX/- Per SQM Per Month (Accepted rates of Selected Bidder)  (ii) Schedule-II: Rs. XXXXXXX/- Per SQM Per Month (Accepted rates of Selected Bidder)	License Fee for space provided in GSM/CDMA rooms  License Fee shall be separately applicable for space provided for Microwave Tower.
2.	License Fee for Spaces on Cable Tray (Station & Tunnel) and for Indoor Antenna/Repeater	Rs. 13,913/- Per Station Per Month	
3.	Maintenance charges for Space including Supervision Charges for tunnel entry.	Rs. 5,150/- Per Month per station	Entry in tunnel will be restricted to availability of Power Block in the section.
4.	Electrical Installation Charges including substation lease rent.	Rs 250/KVA/Month	
5.	Air-conditioning Maintenance Charges i.e. Operation and Maintenance charges for high end installations at stations	20% of Air-Conditioning charges per month	Monthly
6.	Air-Conditioning Charges	{[Total TR installed in GSM/CDMA room X 0.75 (Working TR)# X 1.494] KVA X 24 Hrs X (Number of Days in particular month) X (Unit charges as per concerned DISCOM)}	# Considering 3 numbers of FCU working and 1 FCU standby.
7.	One time fixed charges for installation of FCU with all	Rs 98,423/- per TR	(One Time non-refundable)

Sr	Item	Rate	Remarks
	associated item		
8.	Clamp of LCX cable in Tunnels	Rs 408/- per meter excluding taxes & duties	(One Time Lump Sum applicable for new installations only)
9.	Refundable Electrical Consumption (interest free) deposit	Rs.1,500/KVA	
10.	Energy consumption charges (Energy consumption as per installed Energy Meter)	Rate of electricity for temporary or permanent electrical connection shall be charged as per concerned DISCOM prevalent tariff orders issued by DERC	
11.	E 1 Rates	As per BSNL/MTNL rates.	As applicable from time to time

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

#### 7. Payment Terms :-

- 7.1. The License Fee and other dues shall be payable quarterly in advance to DMRC, by the last working day of running quarter. However, the first quarterly fixed License Fee shall be payable within thirty (30) days from the date of issue of Possession Letter. License Fee shall be charged on the actual area handed over to Licensee.
- 7.2. The License Fee of Space, License Fee for Spaces on Cable Trays & for Indoor Antennas/Repeater and Maintenance charges for Space including Supervision Charges for tunnel entry shall be increased by 7% per annum on a compounding basis after completion of each year of License Period.
- 7.3. The Licensee voluntarily and unequivocally agrees to make all payments to DMRC as may be due before the due date, without waiting for any formal advice from DMRC.
- 7.4. The reconciliation of License Fee and other dues shall be carried out annually. Based on reconciliation, the adjustment of License Fee payable to DMRC shall be carried out along with payment of next quarter's License Fee.
- 7.5. The payment of dues should preferably be made/credited by RTGS/NEFT/ECS mode to DMRC. The details for DMRC's account for e-payment shall be provided separately. Licensee may submit the dues in the form of Demand Draft/ Cheque in favour of DMRC Ltd.
- 7.6. Non-payment of License Fee and other dues.
  - a) Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in this Agreement. Besides, the Licensee shall pay an interest of 18 percent per annum on the amounts of License Fee and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue on compounding on monthly rolling basis until the License Fee and other dues are finally paid. Such interest shall be charged on outstanding dues for the actual days (s) of delay in payment.
  - b) Licensee shall periodically advise the details of payments made to DMRC. In the case of non-submission of such details, initially Third party dues

- i.e. statutory dues / liabilities shall be settled (mandatory liabilities of DMRC), then others dues / liabilities like electricity, OMC etc, and lastly License Fee shall be accounted for.
- c) The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from DMRC.
- d) In case payment is not made by due date, a 15 day notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, DMRC shall be entitled to terminate the License with 30 day notice and shall be free to forfeit Interest Free Security Deposit/Performance Security after adjustment of all dues what so ever and take such other action available to it under this Agreement and as per Law. The utilities being provided to the Licensee may be disconnected if the Licensee fails to deposit the outstanding dues.
- i. Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of Licensee's Event of Default Notice, along with a written request in the matter. The utility services including electric supply to the Licensed Premises shall be discontinued on the 16<sup>th</sup> day of issuance of notice.
- ii. The Licensee shall vacate the Licensed Premises within 30 days of termination of this Agreement. A certificate from concerned Station Manager or its authorized representative in proof of Licensee having vacated the Licensed Premises will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Managers or its authorized representative shall not be entertained.
- iii. Interest Free Security Deposit/Performance Security shall be forfeited on termination of contract after adjustment of all the dues what so ever. Balance outstanding dues, if remaining after adjustment of outstanding dues from interest free Security Deposit / Performance Security, shall be recovered from the Licensee.
- 7.7. In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage, the dues remain outstanding for the period of more than 60 days, this Agreement shall stand automatically terminated without giving any notice to the Licensee and Interest Free Performance Security shall stand forfeited.
- 7.8. In case of non vacation of Licensed Premises within stipulated period after termination on account of non-payment of License Fee and other dues, the Licensee voluntarily agrees to permit the Licensor "to disconnect all utility services including electric supply to the Licensed Premises and to seal the Licensed Premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.

## **8. Interest Free Security Deposit / Performance Security**

- 8.1. The Licensee shall submit Interest Free Security Deposit / Performance Security to DMRC equivalent to Annual License Fee applicable for final year of the License Agreement and based on area under possession of Licensee as on date of submission of Interest Free Security Deposit/ performance security. In case of subsequent handing over of additional area to the Licensee, Interest Free Security Deposit/ Performance Security shall be updated as per updated area under possession of Licensee. The Interest Free Security Deposit/ Performance Security shall be acceptable in any one of the following forms:
- a) Bank Draft in favour of "DMRC Limited", payable at New Delhi from a Scheduled Commercial Bank based in India, or
- b) Fixed Deposit Receipt of a Scheduled Commercial Bank / Post Office based in India duly pledged in favour of DMRC (styled as DMRC Ltd A/c.....), or
- c) Irrevocable Bank Guarantee in the prescribed format (Annexure-9.2) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, from/with branches located in Delhi. The Bank Guarantee

shall be valid at least for three years and shall be renewed before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be encashed by DMRC without any prior intimation. For last year of License Period, the Licensee shall submit the Bank Guarantee valid for remaining License Period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be encashed by DMRC.

- 8.2. In case of Joint Venture/Consortium, the Interest Free Security Deposit/Performance Security shall be submitted in the name of the JV/Consortium. However, splitting of the Interest Free Security Deposit/Performance Security (while ensuring the Interest Free Security Deposit/Performance Security is in the name of JV/Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their percentage stake in joint venture/Consortium is permissible.
- 8.3. DMRC reserves the right for deduction of dues from Licensee's Interest Free Security Deposit / Performance Security for: -
- a) Any amount imposed as a fine by DMRC for irregularities committed by the Licensee.
  - b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
  - c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
  - d) Any outstanding payment/ claims of DMRC which remain due after completion of relevant actions as per agreement.
- 8.4. Once the amount as above is debited, the Licensee shall replenish the Security Deposit / Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee's Event of Default.

## **9. Taxes and Other Statutory Dues-**

- 9.1. Service Tax and surcharge thereon, as applicable from time to time, shall be paid by the Licensee.
- 9.2. The property tax on the property of DMRC and MCD tax, if applicable shall be borne by DMRC.
- 9.3. All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fee for onward remittance to the Government. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.
- 9.4. Payment of stamp duty on agreement, if any, to be executed in pursuance of this agreement shall be borne by Licensee.
- 9.5. Appropriate Charges towards insurance of the said Licensed Premises throughout the License Period including third party insurance.

## **10. Regulations for Preparation and Utilisation of Licensed Premises-**

- 10.1. **'As is where is basis':** - The Licensee shall be provided with license for the said Licensed Premises, equipment, installations, fittings and fixtures on 'as is where is basis' and the Licensee shall not make any additions or alterations in the Licensed Space, installations including electric installations and wiring without the prior permission of DMRC in writing and when permitted by the DMRC the said additions and alterations shall be carried out by the Licensee at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the Licensed Premises and the same shall vest in DMRC. The Licensee shall install its own fixtures and equipment in the said Licensed Premises after duly

- obtaining all necessary approvals from the Licensor, permissions and licenses from the Municipal Corporation, DOT and such other Statutory Authorities at its own cost and expense.
- 10.2. The agency engaged in installation of IBS must have experience of one year in managing In-Building Solutions (IBS) for providing shared Mobile coverage solutions for various types of telecom operators like GSM/CDMA in public areas.
- 10.3. The Licensee shall submit Layout plan of space showing placement of equipment/tower/mast for approval of DMRC before installation of equipment at the Licensed Space.
- 10.4. **Approval of Plan:** All the sites proposed by the Licensee in the plan shall be subject to approval by DMRC with regard to
- a) Structural stability,
  - b) operational feasibility,
  - c) aesthetics,
  - d) Safety & security concerns.
- 10.5. If the plan does not conform to the requirement of this Agreement, DMRC may reject the plans / proposals, duly specifying the reason(s) thereof. In such case, Licensee shall resubmit its plan/ proposal after incorporating necessary modification for approval.
- 10.6. Alterations and Renovations: -
- a) The Licensee will be allowed to carry out any alterations or renovations within the said Licensed Premises but without altering or damaging the main/shell structure of the said premises. The Licensee shall need to take prior written approval from DMRC through a written notice prior to commencement of any alteration works and if necessary DMRC reserves the right to ask for and review the renovation plan/drawings before providing consent.
  - b) The Licensee shall be responsible for the costs of removing debris from the Licensed Premises and will be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by DMRC including any extra security costs, which are caused by, or in connection with, the works will also be to the Licensee's account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by DMRC.
- 10.7. If any approval is required to be taken from any local authority for installation of such telecommunication equipment, the same is the sole responsibility of the Licensee. Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and DMRC shall not be liable or responsible for any of the act or omissions committed on the part of the Licensee.
- 10.8. In case of any damage to DMRC property during installation, for actual costs whatsoever for restoration to its original position will be recovered from the Licensee and same will not be challenged in whatever manner.
- 10.9. The Licensee shall at their own risk and cost prepare the cable trays and clamps etc where such provision is not available. No claim or compensation on this account will be entertained by the licensor.
- 10.10. Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. Any physical damage or injury to the commuters or passer-byes due to lapses on the part of the Licensee shall be the sole responsibility of the Licensee only and DMRC will have no legal

- obligations or liability towards the injured. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property, it shall constitute Material Breach of Contract and considered Licensee's Event of Default that shall entitle DMRC to terminate this Agreement with 30 days written notice.
- 10.11. Access to stations for the purpose of placement and installation of equipments and its maintenance shall be regulated by the office of the Chief Engineer/Property Business and the Licensee is required to take necessary permissions in this regard from the office of Chief Engineer/Property Business as per extant policy of DMRC. It is clarified that the permission to the Licensee shall not be unduly denied.
- 10.12. Licensee shall ensure that equipment installed does not interfere with the sensitive electronic equipment installed inside the station and tunnel by DMRC including TETRA based train radio system. If any interference is noticed, than the Licensee shall take all necessary steps at his own risk and cost to remove such interference. Failure to do so within a period of 2 (two) working days authorizes the Licensor to take all necessary steps to prevent this interference at the risk and cost of the Licensee. In addition a penalty of Rs. 5000/- for each occasion of interference may be imposed by the Licensor. Test reports and any other supportive documentation as may be required/ requested by DMRC, will have to be supplied immediately. A clearance certificate has to be obtained from the signal and telecom department of DMRC to this effect.
- 10.13. **Solid Waste or waste:** - A separate area may be earmarked within the Licensed Premises for the purpose of storage, which has proper system for extrication pollutants and waste materials. The Licensee shall have to make arrangements for disposal of solid waste, which will be got removed from the Licensed Premises on a daily basis to ensure perfect cleanliness. The Licensee shall have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste will need to be expelled into a common dump or waste area provided /indicated by DMRC. If solid waste is found disposed off on DMRC land or Licensed Premises a penalty/fine of Rs. 5000/- will be imposed by DMRC for each occasion.
- 10.14. No advertisement/branding in any format shall be allowed. If at any point of time, Licensee is found to be advertising at any location in any format, a penalty of Rs 25,000/- per location per instance shall be imposed on Licensee. However, Licensee can put a signage of size 1.5 ft X 3 ft at any location in its Licensed Space only showing generic name of the Licensee. The signage may be illuminated or non-illuminated at the Licensee's option. The Licensee shall need to obtain a prior written approval from DMRC before putting up any form of signage. DMRC reserves the right of refuse or to suggest an alternation to the same. The signage shape and location etc. shall be subject to architectural controls that may be issued by DMRC.
- 10.15. The Licensee shall submit details along with contact details of his authorized representative(s) which shall be available at the Metro Station(s), at a short notice, for inspection of spaces including measurement of area, failing which inspection done by DMRC official(s) shall be final and binding to the Licensee.
- 10.16. Licensee shall at its own expense and cost employ/engage suitable personnel for providing efficient services in respect of storage and operation of the said products and services in the said Licensed Premises.
- 10.17. Licensee shall appoint a Manager/ Supervisor whose scope of services shall be as follows;
- a) Supervise the operations in the said Licensed Premises.
  - b) They shall be responsible for cleanliness and hygiene in the said Licensed Premises and to ensure that the services are conducted in a clean, proper and efficient manner.

- c) Employ and engage as their own employees, trained, skilled and qualified staff and endeavour to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
  - d) Ensure that fire detection and suppression measures were installed inside the Licensed Premises and kept in good working condition. The Fire Office/authorized personnel of the Licensor shall have unfettered access to the said Licensed Premises, for inspection/checking of fire detection and suppression measures etc. The instructions issued by the Licensor's fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the fire officer/authorized personnel of the Licensor shall be borne solely by the Licensee.
  - e) Licensee should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The Licensee should also ensure that all notified statutory provisions and standards are observed in this regard.
- 10.18. DMRC's covenants and represents that it has good and marketable title to the said Licensed Premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's use of the Licensed Premises, or the rights granted to the Licensee hereunder:
- a) DMRC covenants and represents that it has full and complete authority to enter into this License Agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in this Agreement, the Licensee shall peacefully and quietly enjoy the Licensed Premises without hindrance or disturbance by DMRC or by any other person claiming by, through or under DMRC.
  - b) That on the Licensee paying the License Fee hereby reserved and observing and performing the several covenants and stipulations on its part and the conditions herein contained shall peacefully hold and enjoy the Licensed Premises throughout the License Period without any interruptions by the DMRC or by any person or persons claiming through under or in trust for him.
  - c) That the overall control and supervision of the Licensed Premises shall remain vested with DMRC who shall have the right to inspect the whole or part of the Licensed Premises as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of this Agreement. DMRC also reserves the right to enter the Licensed Premises to repair and replace the fixtures provided by DMRC. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by DMRC shall be done by Licensee.
- 10.19. The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the Licensed Premises for security/fire checks by security/fire officers of the Licensor and also agrees to comply with all directives as may be given from time to time by the security/fire officers of the Licensor. Non-compliance may be treated as Licensee's Event of Default.
- 10.20. Licensee shall install equipment and its fixtures conforming to international standards of high quality as per guidelines of DOT, TERM, etc.

## **11. Maintenance and Repair of Licensed Premises**

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

Ensure that fire detection and suppression measures installed inside the Licensed Premises are kept in good working condition.

- 11.2. Licensee shall bear the cost of minor day-to-day repairs and maintenance. All major repairs, attributable to DMRC due to inherent constructional defects in DMRC structure, shall be the responsibility of DMRC. If the major repairs or maintenance required to be carried out by DMRC are not carried out within reasonable time, the Licensee will have the right to get the needful done and deduct the cost thereof from the amount payable to DMRC.
- 11.3. The Licensee shall carry out all checks and maintenance or repair works with adequate advance notice in such a planned manner that there is minimal disruption of the operations of the Station.
- 11.4. Licensee shall be at liberty on the termination of this License to remove or take away such fixtures, fittings and electric appliances installed by it upon leaving the Licensed Premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.
- 11.5. The said Licensed Premises, which have been handed over to the Licensee under this Agreement, shall be kept in good condition and maintained properly by the Licensee at their own cost. If the property is not handed over in good condition as required under this Agreement, DMRC reserves the right to seek exemplary damages and indemnification.
- 11.6. Further, DMRC can impose the fine on Licensee up to Rs.5,000/- per offence per instance on the following offenses:
- a) Any staff of Licensee found in drunken condition / indulging in bad conduct.
  - b) Any staff of the Licensee found creating nuisance on duty
  - c) Improper maintenance & defacement of the Metro Property.
  - d) Dishonour of drafts and Cheques given by Licensee in favour of DMRC.
  - e) Misbehaviour with staff and commuters of DMRC.
  - f) Not following safety and security norms as may be indicated by authorized representative of DMRC.
- 11.7. The amount of penalty shall become double the specified amount after five years from the date of commencement of License Agreement.
- 11.8. The option to impose fine, penalty, etc. under this License Agreement shall be exercised by DMRC official not below the rank of Dy.HOD.

## **12. DMRC's Infrastructure/ Facilities -**

- 12.1. Electrical Specifications and Procedure for Release of Electric Power Supply- Electrical Specifications
- a) Electricity supply will be provided as per terms and conditions indicated in Annexure – 9.4. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of equipment in the Licensed Space under this Agreement. Licensee shall use energy efficient equipment. Licensee shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.
  - b) Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company / Agency would levy on such a customer, had the Licensee obtained supply directly from Electricity Company / Distribution Company / Agency. DERC policy and Electricity Act (as amended from time to time) shall be applicable.



- c) All fittings/ erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters, electrical MDI/TOD, etc. are to be installed as per DMRC's specifications.
- d) DMRC may provide electricity at the point nearest to the required location on payment of required charges as specified in Annexure-9.4. The Licensee may also undertake electrical works for extension of power from nominated source under DMRC supervision and complying all codal provisions & DMRC specifications. The Licensee shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" (Annexure-9.4) as amended from time to time.
- e) In case of restricted availability of power supply/breakdown, the station power requirements would get first priority and this may result in restriction/restoring of power supply to the Licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of DMRC or such causes where the supply of DMRC is affected by a cause or causes over which DMRC has no control, DMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- 12.2. **Water & Drainage facility:** - No water and drainage facility will be provided by the DMRC.
- 12.3. **Telephone:**-DMRC may give permission for installation of cables for telephone/ telecommunication equipment subject to technical feasibility.
- 12.4. **Parking:** - The parking facilities provided as part of the Station parking may be used and all charges, fees and rules will apply as applicable to the general public and the commuters.
- 12.5. **Encroachment:** - The Licensee shall strictly not encroach upon common areas / circulating areas or any other space, and restrict its operation to Licensed Space. If any encroachment has been found at any location, the License Fee of such encroached area shall be charged at double the rate of License Fee applicable on that date from the date of previous inspection in which the space was found as per approved plan or date of handing over, whichever is later and shall be charged till a vacation certificate of that encroached area from the concerned Station Manager or its authorized representative is submitted to DMRC or the encroached space is got approved from the DMRC, whichever is later.
- 12.6. **Re-connection Charges:** - The Licensee voluntarily agrees to make all payments as may be demanded by the Licensor towards reconnection of utilities including electricity supply which may have been disconnected by the Licensor for whatsoever reasons. The Licensee undertakes not to seek any claim, compensation, consideration or damages due to such disconnection and reconnection.
- 12.7. **Security Arrangement:** - The Licensee shall ensure safety and security of its equipment installed at the Licensed Premises. DMRC in any case will not take any responsibility and claim and compensation of Licensee shall not be entertained in this regard.
- 12.8. **Services Provided by DMRC:** - Reasonable security services for the station building, cleaning, trash removal and washing of the station building premises, Adequate Lighting in the common areas and exterior lighting outside the station building. In the event that any one of the services provided for by DMRC may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, DMRC shall not be liable to the Licensee therefore, provided however that DMRC shall use its best efforts to restore such services as soon as reasonably possible.
- 13. Force Majeure-**
- 13.1. Neither DMRC nor Licensee shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following

events resulting in material adverse effect, shall constitute force majeure events ("**Force Majeure Events**"):

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

The License Fee for the portion affected due to Force Majeure shall be exempted for the affected period on pro-rata basis if the period of Force Majeure persists for more than 7 days.

13.2. Such Force Majeure occurrence shall be notified by the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure occurrence ("the **Affected Party**") to the other party within 15 days of such occurrence and shall notify the other party the following in reasonable detail:

- a. The nature and extent of the Force Majeure Event;
- b. The estimated Force Majeure Period;
- d. The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event ;
- e. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby ; and
- f. Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

13.3. If such Force Majeure continues for a period of 3 (three) months, the Affected Party may be entitled to, though not being obliged, to terminate this Agreement by giving a notice of one week to the other party and interest free Security Deposits/Performance Security shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.

**14. Material Breach of Contract / Events of Default** - Following shall be considered Material Breach of the Contract by Licensee ("**Licensee's Events of Default**" or "**Material Breach of Contract**"):-

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

- 14.2. The Licensee shall maintain the validity of certificates required in Technical Requirements of Bid Document during the License Period, failing which it shall be treated as a Material Breach of Contract.
- 14.3. If at any time during the subsistence of the License Agreement, there is non-conformity to the License Agreement or to norms of regulatory authorities, or any time during the License Agreement, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates this Agreement.
- 14.4. If the Licensee fails to pay License Fee or other amounts payable by Licensee within stipulated period.
- 14.5. If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.
- 14.6. If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/ commuters or loss to DMRC property.
- 14.7. If Licensee is in violation of any clause of this Agreement and after due written notice from DMRC fails to cure the Default to the satisfaction of DMRC.
- 14.8. 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 (Fifteen) 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 than 15 (Fifteen) 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 (Fifteen) working days period and shall thereafter diligently process such cure to completion.
- 15.9 a) The filing by or against the Licensee of a petition to have the Licensee adjudged bankrupt or a petition of re-organization or arrangement under any law relating to bankruptcy;
- a) The appointment of a trustee or receiver to take possession of substantially all of Licensee's assets;
- b) The attachment, execution or other judicial seizure of all of Licensee's assets.

**15. Termination: -**

- 15.1. If any of the above Material Breach of Contract and Licensee's Events of Default happens, then:-
- a) DMRC, after giving due notice to the Licensee to cure the default, shall be entitled to terminate this Agreement. For the avoidance of doubt, it is clarified that the cure period available to the Licensee shall be as provided in various clauses and sub-clauses of this Agreement.
- b) In consequent to termination of License Agreement on Licensee's Event of Default, the Interest Free Security Deposit/Performance Security shall be forfeited in favour of DMRC after adjustment of all dues what so ever. Balance outstanding dues, if remaining after adjustment of outstanding dues from interest free Security Deposit / Performance Security, shall be recovered from the Licensee.
- 15.2. On operational exigency ground, DMRC reserves the right to partially or fully withdraw any Licensed Premises by giving 3(three) months advance notice. DMRC shall endeavour to provide alternate premises, if available and acceptable to the Licensee. However, if Licensee is not willing to shift their equipment to the alternate premises due to any reason, the respective Licensed Premises shall be treated as withdrawn/terminated by DMRC and the respective Interest Free Security Deposit/ Performance Security shall be adjusted against outstanding dues in next invoice or refunded after adjustment of outstanding dues in case of

termination of this Agreement. The Licensee shall be bound to vacate the Licensed Premises within the given time period at its own expenses. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

15.3. **Surrender:** - If the Licensee is desirous of terminating or surrendering the License hereby created before the expiry of the License Period -

- a) It shall give to DMRC 180 day notice in writing of its intention to terminate the License and on the expiry of said period, the Agreement shall stand terminated. In this case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. DMRC may also recover balance outstanding dues, if are more than Interest Free Security Deposit / Performance Security, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/Performance Security, shall be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property. DMRC shall be free to dispose-of the property/goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration /damages
- b) If the Licensee is desirous of terminating the license, after expiry of lock-in period (if any), without serving any intimation period or shorter intimation period than 180 days. The agreement shall deemed to be terminated on completion of such improper intimation period. In such cases, the interest free Security Deposit/Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest free security Deposit/performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than interest free security deposit/performance security, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property. DMRC shall be free to dispose –off the property /goods in whatsoever manner as it deems fit .Licensee shall have no claim for compensation or consideration /damages.

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

- 16.1. **Handing over on Termination / Completion / Surrender:** In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall hand over the vacant spaces to concerned Station Manager or its authorized representative in the good condition except for reasonable wear and tear and acts of God and nature. Licensee shall remove all the equipment, fixtures, panels, etc. from DMRC Licensed Premises within 30 days of issue of termination letter, failing which these structures, equipment, fixtures, panels, etc. shall become property of DMRC. If the Licensed Premises are not handed over in good condition as required under this, DMRC reserves the right to seek exemplary damages and indemnification.
- 16.2. The utility services to the Licensed Premises shall be discontinued on the date of termination of License Agreement.
- 16.3. If, the Licensee fails to vacate the Licensed Space / Premises within a grace period of 30 days of termination / surrender / natural completion of the Agreement, penalty of twice the prevalent monthly License Fee shall be chargeable for occupation beyond this 30 day period & to enable DMRC to dispose-off the property& goods from the premises. And after lapse of this 30 days grace period, DMRC shall take over goods / property treating at NIL value, even if it is under lock & key; and shall be free to dispose-off the property in whatsoever manner as it deems fit. Licensee shall have no claim and compensation or consideration / damages after completion of grace period. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit /

Performance Security available with DMRC. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period, if any.

- 16.4. 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
- 16.5. Consequent to issue of termination letter, the said Licensed Premises will become free of all encumbrances for re-marketing.

## 17. Dispute Resolution

- 17.1. **Arbitration:** All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Director, DMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is upto Rs.50 Lakhs and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakhs. DMRC shall provide a panel of three Arbitrators which may also include DMRC officers for the claims upto Rs.50 Lakhs and a panel of five Arbitrators which may also include DMRC officers for claims of more than Rs.50 Lakhs. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. DMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.
- 17.2. The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Delhi / New Delhi. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.
- 17.3. **Rules governing Arbitration Proceedings:** The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to DMRC as per the License Agreement.
- 17.4. **Jurisdiction of Courts:** The Court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this Agreement.

## 18. Miscellaneous

- 18.1. **Insurance and Waiver of Liability-** The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in DMRC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the Agreement. The Licensee shall submit to DMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold DMRC harmless against any liability, losses, damages, claims, expenses suffered by DMRC because of such default by the Licensee.
- 18.2. The Licensee shall comply with all the provisions of Labour Laws & regulations in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.

- 18.3. The Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines regarding advertisement/display. DMRC will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.
- 18.4. The Licensee will not ask for any claim or seek any compensation from DMRC if any installation of equipments at licensed premises at any station is not permitted due to court order/local laws/civil authorities.
- 18.5. The Licensee hereby indemnifythe DMRC against any loss, damage or liabilities (including attorney's fees) arising as a result of any act of omission or commission on its part or on part of its personnel or/and in respect of non-observance of any statutory requirements or/and non observance of any condition which relates to this agreement Agreement.
- 18.6. The Licensee hereby agrees that DMRC shall have no responsibility as regards Licensee's 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.
- 18.7. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said Licensed Premises. Licensee hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said Licensed Premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Property Business Wing of DMRC in accordance with DMRC's policies regulations prevalent at that time.
- 18.8. That no tenancy/sub-tenancy is being created by DMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -
- a) That the Licensee shall not have or claim any interest in the said Licensed Premises as a tenant/ sub-tenant or otherwise:
  - b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by DMRC in favour of Licensee in or in respect of the said Licensed Premises, except to carry out their activities over the granted space under this License Agreement; and
  - c) That the rights, which Licensee shall have in relation to the said Licensed Premises, are only those set out in this Agreement.
- 18.9. The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on 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 to business to be operated by Licensee at the said Licensed Premises.
- 18.10. Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.

- 18.11. **Employees conduct:** The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 45 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of equipment installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further, within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to DMRC. All the Licensee's personnel shall be required to possess ID card while working in DMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
- 18.12. **Misuse:** - The Licensee shall use the granted space under the Agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said Licensed Premises for any other purposes the License shall be deemed to have been misused and DMRC (Licensor) shall immediately terminate the Agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the Licensee only. The Licensee shall indemnify and keep indemnified DMRC for any losses on this account.
- 18.13. **Compliance with the Law:** - The Licensed Premises and the fixtures and the appurtenances thereto (except those installed by DMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Licensed Premises. The Licensee at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Delhi Fire department. The Licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the O/o Dy-Chief Engineer/Property Business i.e. Property Business Cell, DMRC. Non – compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi-judicial body / authority. The same shall be the responsibility of Licensee.
- 18.14. **Transfer:** - The Licensee, during the tenure of this Agreement shall not transfer, assign or part with the Licensed Premises or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the Licensor, nor shall they be entitled to allow any person to occupy the Licensed Premises or to use any part thereof save with the prior permission in writing of the Licensor except otherwise provided in this Agreement.

## 19. Notices

- 19.1. That any notice to be served upon DMRC shall be sufficiently served and given if delivered to- "Chief Engineer/Property Business, 2<sup>nd</sup> Floor, A Wing, Metro Bhawan, Fire Bridge Lane, Barakhamba Road, New Delhi-110 001"
- 19.2. That any notice which may be required to be served upon the Licensee, shall be deemed to be served and given to the Licensee if delivered by Registered /Speed Post/Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensor.
- 19.3. That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the Chief Engineer/Property Business or by his duly authorized representative.

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

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

.....-.....-2016

.....-.....- 2016

(.....)

Authorized Signatory.

FOR AND ON BEHALF OF DELHI METRO  
RAIL CORPORATION LIMITED

FOR AND ON BEHALF OF LICENSEE

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

-----  
DMRC

-----  
LICENSEE



Annexure-9.1

Details of Licensed Premises and Stations

Sr.No.	Station	Location of Premises	Area

**Format of Bank Guarantee**

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks with branches located in Delhi only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. \_\_\_\_\_ dated \_\_\_\_\_

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of Bank) having its Head / Registered office at \_\_\_\_\_ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

The Delhi Metro Rail Corporation Limited (hereinafter called "DMRC"), having its office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS: -

1. DMRC, with a view to augment its revenues through non-tariff measures and to part finance its project, had earlier invited Request for Proposal (RFP) for assigning \_\_\_\_\_ (name of work).
2. The Licensee shall \_\_\_\_\_ (name of work) in DMRC stations as specified in this Agreement at its own cost.
3. DMRC has agreed to provide to the Licensee the premises on "as is where is basis", on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of \_\_\_\_\_ years from \_\_\_\_\_, unless otherwise terminated/surrendered earlier or extended further.
5. The tender offer submitted by M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ has been accepted by DMRC vide LOA No. \_\_\_\_\_ dated \_\_\_\_\_.
6. As per the terms of the above mentioned LOA, the Licensee is required to \_\_\_\_\_ on the sites handed over/approved to the Licensee for the duration of the License.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.
8. The Licensee shall also: -
  - a) bear and pay all expenses, costs and charges incurred in the fulfilment of all its obligations under the License Agreement; and
  - b) not assign or create any lien or encumbrance on the License hereby granted or on the whole or any part of the Project Facility nor transfer, lease/ License or part possession therewith save and except as expressly permitted by the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) i.e. equivalent to six months of License fee duly escalated as per provisions of the License Agreement, as security for the performance and

fulfilment of all its responsibilities and obligations as per the License Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.

10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only).

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:—

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount and stating that the Bank Guarantee provided by the Licensee has been forfeited.
2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
3. Any such demand made on the Guarantor by DMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honoured by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.
4. This Guarantee shall be irrevocable, valid and remain in full force till the end of the License Period, or for such extended period as may be mutually agreed between DMRC and the Licensee, and shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the License Period subject to fulfilment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.
5. This Guarantee is unconditional and irrevocable till such time DMRC discharges this guarantee by issuing a letter to the Guarantor in this behalf.
6. The Guarantor undertakes to pay the amount mentioned herein as principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
7. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.
8. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
9. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the bank as a Principal Debtor in the first instance without proceeding against

the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee's liabilities.

- 10. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
- 11. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
- 12. The Courts at Delhi shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.
- 13. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee
- 14. This guarantee shall come into effect forthwith and shall remain in force upto \_\_\_\_\_ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing. This Guarantee is valid for a period of \_\_\_\_\_ Months from the date of signing. The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of License Agreement.

IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.

For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

I.D. No.: \_\_\_\_\_

Stamp/Seal of the Bank: \_\_\_\_\_

Signed, Sealed and Delivered  
for and on behalf of the Bank  
by the above named \_\_\_\_\_

In the presence of:

Witness-1

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**Annexure-9.3****Material Specification for renovation/ refurbish of premises**

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
1	VITRIFIED TILES	Kajaria
		H&R Johnson (India)
		Naveen
		Somany
		Orient
		R K Ceramics
		Restile Ceramics Limited
		Asian Grando India Ltd
		Oasis (Maaarbomax Group)
		Euro Tiles
		Oracle Granito Limited (Marbitto Vitrified Tiles
		Nitco
2	CERAMIC TILES/PORCELAIN TILES	Kajaria
		Bell Ceramaics
		H&R Johnson (India)
		Mitco
		Regency Ceramics Ltd
		Somany
		Orient
		Kanzai Ceramic
		Raja Tiles
		Mridul Enterprises
		Italia
		Euro Tiles
		Hindustan Tiles
3	TERRAZZO TILES	Nitco
		Hindustan Tiles
4	TACTILE	Pelican Ceramic Industries Pvt Limited
		UniStone Products (India) Pvt Ltd
		NimcoPretab Ltd
5	PVC FLOORS	Armstrong World Industries (India) Pvt Ltd
		Gerfloor India
		Tarken
		VeeKayPolycoats Limited
6	RAISED FLOORS	Hewelson/Kingspan Access Floors
		United Access Floors/United Insulation
		Uniflair
		Unifloor
		Acons
7	WOODEN FLOORS	Armstrong World Industriaies (India) Pvt Ltd
		Action Tesa (Action Buildwell)
		Pergo

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
8	PU COATAED FLOORS	Cipy Polyurethanes
		H C Associaates
		Pidilite
		Shalimar Paints
		Sika
9	GRC PAVING TILES	Unistone
		Nimco Prefab
		Hindustan Tiles
10	PAVERS & CHEQUERED TILES	UniStone Products (India) Pvt Ltd
		CCC Builders Merchant Delhi Pvt Ltd
		Nimco Prefab
		Hindustan Tiles
		Terra Firma (Now Terra Firma GRC & Concrete Industries)
		Nilco
		Hindustan Tiles
		Ultra Tiles
		OrasieGranito Limited (Marbitto Vitrified Tiles)
11	MOSAIC TILES	Bisazza (Glass Mosaic Tiles)
		Mirdul Enterprises
		Italia
		Kenzai
		Opio
		Eon Ceramics
12	EMULSION PAINTS	ICI Dulux
		Modi Industries
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
Sherwin Williams Paints		
13	SYNTHETIC ENAMELS	ICI Dulux
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints
14	TEXTURE PAINTS	Spectrum
		Unitjile
		BarkeliteHylam (Surface Texture Division) "Heritage" Paints

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
		Texfin Products (M/s Niko)
		Acro Paints
		Birla
		ICI Dulux
		NCL AL TEK
		Kamdhenu Paints
		Bizzar
		Sherwin Williams Paints
15	POL YURETHANE PAINTS	MRF Paints
		Nerolac
		H C Associates
		Modi Industries Ltd (Paint Section)
16	WALL CARE PUTTY	J.K. White
		Unistone
		Birla (Aditya Birla Group)
		Shalimar Paints
		Gyproc Wall Putty (Saint Gobam)
17	GLASS 9Float / Toughened)	Float Glass India Ltd (Asahi float)
		Asahi Float (AIS)
		Modigaurd
		Glaverbel
		Saint Gobam
		Sejat
18	STRUCTURAL GLAZING FABRICATORS	PERMASTEELISA (INDIA) PRIVATE LIMITED
		Alufit (INDIA) Pvt Ltd
		SP Fabricators Pvt Ltd
		Alpro India
		AshooDecore (India) PvtLtd
		Innovators
		Façade India Testing Inc
19	ALUMINIMUM COMPOSITE PANEL	AlucoBond
		ReynobondMarketedd through Kawneer India Stockists HECTAFINE CONSTECH INDIA PVT LTD)
		ALPOLIC (A Mitsubishi product)
		Alsgtrong
		Alex Panels
		AL STONE INTERNATIONAL
		Aludecor Lamination Pvt Ltd
		Alupan Composite Panels Pvt Ltd
20	GRC PRODUCTS (GARC Screen Panels etc.)	UniStone Products (India) Pvt Ltd
		Hindustan
		TERRA FIRMA GRC & CONCRETE Industries
21	WAX PLASTER	Unifile India Pvt Ltd
		Oikos India Pvt Ltd
		Acro Paints

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
22	GYPBOARD CEILINGS	Gyproc (Saint Gobain)
		Lafarge Boral Gypsum India Pvt Ltd
23	CALCIUM SILICAATE BOARD	Promat
		Hilux
		Acon Pan
		Aeroline
24	SS MS / GI POWDER COATED CEILING	Hunter Douglas
		Armstrong
		Durfum
25	ADHESIVES FOR TILES	Pidilite
		Araldite (Huntsman Advanced Materials)
		Toyo Ferrous Crete (P) Ltd
		SumanyEzy Grout
		MYK Laticrete
		Maper
		Unistone Ultimate Tile Adhesive
26	TILE JOINT FILLER	Bal Adhesives and Grouts
		"Roff Rainbow Tile mate" of Roff Construction Chemicals Pvt Ltd
		Winsil 20/ malibu-tech
		Silicon Sealant of GE Bayer Silicone
		"Zentrival FM" of MC-Bauchemie (India) Pvt Ltd
		MYK Laticrete
		Toyo Ferrous Crete (P) Ltd
		Mapei
Unistone Super Grout		
27	POLY SULPHIDE SEALANTS	Pidilite
		STP Limited
		Sika
		CICO
		BASF
		FOSROC
		SWC
28	SILICONE SEALANTS	GE Bayer Silicones
		Dow Corning
		Sika
		McCoy Soudat
29	SILICON WATER REPELLANT SOLUTION	GE Bayer Silicons
		Metroark
		STP Limited
		MC Bauchemnic
		Choksey Chemicals
30	POL YURETHANE SEALANTS	3M
		SIKA
		McCoy Soudal
31	PLYWOOD	DuroplySharda Ply Wood Industries



Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		SwastikPlyboard Ltd (Swati Plyboard)
		Merino
32	BLOCKBOARD	Duroply-Sharda Ply wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		Merino
33	LAMINATE	Decolam / Decolite (A Bakelite Hylam Product)
		Formica Corporation
		Sundek International Decorative Laminates
		BAKELITE HYLAM LTD
		Greentam Asia Pacific Pvt Ltd
		Merino
		Virgo Lam (M/s Virgo Industries)
34	PRE-LAMINATED PARTICLES BOARD	Novopan (GVK Group)
		Ecoboard
		Action Tesa (Action Buildwell)
		Bhutan Board
35	FLUSH DOORS	Kanchan Ply
		SwastikPlyboard Ltd (Swati Plyboard)
		Kutty's
		Diamond Flush Doors/Star Metal Forms P Ltd
		RaaVeeta
		Alpro Panels
36	COMPACT LAMINATION DOORS	Merino
		Greenlam Asia Pacific Pvt Ltd sturdy rest rooms and cubicals
		Green Ply wood
37	PRESSED STEEL DOOR FRAMES	Agew Steel Manufactures Pvt Ltd
		SenHarvic Windows Private Limited
		Oaynus
38	FIRE DOORS	Signum Fire Protection (I) Pvt Ltd
		Godrej & Royce Manufacturing Company Limited
		Radiant Fire Protection Engineers Pvt Ltd.
		NAVAIR International Ltd
		Sehgal&Sehgal
		ShaktiMet
39	SANITARYWARAE	Hardware
		Cera
		Roca
		Pafryware

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
		Euro
		Somany
40	SANITARY & BATH FITTINGS	Mayur/Othello
		Jaquar and Company Pvt Ltd
		Kohler
		Kingsion (Plastocraft Sanitary India Pvt Ltd)
		Cauret
		Marc
41	FRAMELESS GLASS PARTITION FIXTURES	Dorma
		Hafele
		Dorset
		Dline
		Insta Hardware
		Hardwya
42	SPIDER FITTINGS/PATCH FITTINGS	Ozone
		Kitch
		Dunex
		Dline
43	ANCHOR FASTENERS	Hilti India
		BOSCH FISCHER
		Canon Fasteners
		Axel
		Boun Group
44	STONE GLADDING CLAMPS	Hilti India Pvt Ltd
		BOSCH FISCHER
		Canon Fasteners
		Boun Group
45	DOOR HARDWARE	Dorma
		Hafele
		Dorset
		Dline
		Hardwyn
		Ozone
		Heffich India Pvt Ltd
46	DRAINAGE PIPES	TirupatiPlastomatics
		Duraline
		Rex
47	DUCTILE IRON PIPES	Electro steel
		Jindal (Hissar)
48	CAST IRON ( A ) S/S PIPES & FITTINGS (IS:1536) Kesoram	Kesoram
		KDPL
		NECCO
		HEPCO
49	GI & MS PIPES (IS: 1239 PART I & II, IS:	Jindal (Hissar)
		Surya

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
	3589)	SwastikPlyboard Ltd (Swati Plyboard)
		Prakash
50	GI FITTING MALLEABLE (IS: 1879 PART 1 TO X)	Zoloto
		Unik
		"R"
		KS
		DRP
51	UPVC PIPES & FITTINGS (IS: 4985- 1981)	Finolex
		Supreme
		Prince
		Polypack
		Jindal Plast (India)
52	CPVC PIPES & FITTINGS	Flowguard - Astral
		Ajay
		Ashirwad
53	STONEWARE PIPES 7 GULLY TRAPS (IS:651)	Perfect
		Anand
		R.K.
		Priya
54	RCC DSPIPES (IS:458)	Pragati
		Jain Spun
		Daya Spun
		Usha
55	COPPER PIPES & FITTINGS	Mehta Tubes
		Rajoo
		Maxflow
56	HOPE PIPES & FITTINGS	Gebreti
		Reliance (hasti)
		Nosif
57	STAINLESS STEEL PIPES	Remi
		Jyooti Apex
		Kamdhenu
58	PPR PIPES & FITTINGS	Supreme
		Prince
		Uro-Allwin
59	POLYBUSYLENE (PB) PIPES & FITTINGS	Georg Fischer
		Flexalen
60	MODIFIED BITUMINOUS MEMBRANE ROOF WATERPROOFING	Multiplas Standard of Integrated Waterproofing Membrane Limited / SUPER THERMOLAY/POLYFLEX of STP Limited
		"LOTUS-3" of the Structural Waterproofing Co. Limited
		Sika
		Kemco
		KrytonBuildmat
		MBT
		FOSROC
61	INTEGRAL	KrytonBuildmat

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
	CRYSTALLINE WATERPROOFING METHOD	Penetron Mapei Vandex International Ltd
62	POWDER COATINGS	Berger Nerocoat Jenson & Nicholson Jatun Radiant anodisersPvt Ltd
63	ALUMINIUM SECTIONS	Hindustan Aluminium Jindal Aluminium Ltd Bhoruka Bharat Aluminium Company Limited/vedanta BALCO Hindalco
64	HOLLOW SECTIONS, PIPES	Surya Pipes Hi - Tech pipes JSW JSPL Bihar (Bihar Tubes Ltd)
65	M.S. TUBES/ SECTIONS	Tata Metal Liyod Metal NSL Limited Bihar Tube Ltd Swastik Pipes Ltd JSW ISPAT Rana
66	SS WORKS	Dharam Industries (FABRINOX) Ozone Jindal Stainless (JSL)
67	ROOFING SHEETS	Roof fit ( Fibre Glass Roofing, Metal Roofing, galvalume Sheets) Wonder sheets (3 layer - UPVC Wonder Sheets Pro ) I Loyd Insulations India Limited
68	METAL ROOFS	"TRACDEK" Interarch Building Products Pvt Ltd (Metal Roofing Sheet) TATA Bluescope (Metal coated and Pre-painted Sheets " Zinalume" "Colortionedd")
69	POLYCARBONAIC SHEETS	"Lexan" (SABIC Innovative Plastics) Danpalon
70	TENSILE FABRIC	Fenan Mehler

**Annexure-9.4****Rules and Guidelines for Release of Electric Power**

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of DMRC station; availing power supply from outside agencies in DMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available DMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, Applicant's may however, provide UPS / Inverter at their cost if they so desire. Installation of DG set is not permitted.
3. Underground metro stations are already air-conditioned and hence separate AC for these are not required. In underground stations, installation of window / split AC are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis, further work shall be done by Applicant. However, for elevated stations Applicant may provide AC at his own cost conforming to detailed specifications attached at Annexure-E.
4. DMRC will attempt to provide electricity at the point nearest to location; Applicant is required to pay the cost of electrical works required for extension of power from DMRC panel / DB up to site on actual basis + DMRC service charges @15%. Alternatively, Applicant may also undertake electrical work for extension of power from nominated source under DMRC supervision and complying all codal provisions as listed in DMRC specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
5. DMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
  - a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
  - b) Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.
6. Applicant shall extend power supply from this Meter box at his own cost. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises in Annexure-D. Applicant is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-F. The work executed by Applicant shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.
7. At the end of the contract (pre-mature surrender/termination, natural completion, etc.), all cable, pre-paid meter, connected software, etc. shall be sole property of DMRC. The Applicant voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
8. Mode of power supply: If Applicant desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.
9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
10. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.

11. In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled. Format of application for temporary and permanent connection and lists of documents required are attached at Annexure- A& B.
12. Tariff: Rate of electricity shall be charged from Applicant at which concerned DISCOM would be charging, had they obtained electric connection from them.

**Annexure -9.4 A**

## Format of Application for Temporary Power Supply

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

## Procedure

1. After ensuring lying of cable and meter box as per stipulations Applicant shall apply to concerned PD / PB department in above form.
2. Electrical Department shall release temporary electric connection after verification.
3. Applicant to ensure that rules and specifications for electrical works, fire safety requirements have been understood by them and necessary approval wherever required has been taken / applied for.

## Format of Application for Permanent Power Supply

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

## Procedure

1. After ensuring completion of all electrical works as per stipulations and completion of all safety requirements i.e. Fire safety, clearance by local fire service etc. Applicant shall apply to concerned PD / PB department in above form.
2. Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.



## Electrical Installation Test Report

SN	Description	Details
1	Name & Address of the Applicant	
2	Location	
3	Shop / Unipay Payment (Kiosk) Machine / Stall No.	
4	Connected Load	
5	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 earthing have been removed from our end & the installation is fit for energizing.

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

Seal & Signature of the Applicant

Seal & Signature of Electrical Contractor

(Holding Valid License )

## Specifications for Electrical Works

1. Applicant is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of DMRC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Applicant. The Applicant hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station, load up to 10 KVA shall be given in single phase & in case of underground stations, load upto 5KVA shall be given. Above this, it shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at DMRC end.
3. Cables upto 6 Sq.mm will be of copper conductor and above 6 Sq.mm Aluminium conductors may be used. However in case of underground station, use of Aluminium conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load, four core cables along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations, 2 separate earth wire of 8 SWG copper conductors shall be used.
4. For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations, all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS6724.
5. The meter along with MCB & ELCB box will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB are required in case of three phases. ELCB, cables, MCB rating for main connection shall be as per Table- 1.
6. Use of any PVC material is not permitted in the underground stations
7. Applicant will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
8. All materials specification must follow standards, codes and specification as used by DMRC in the E&M works.
9. In case, the Applicant draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Applicant pays necessary penalty as per DERC norms and removes excess load.
10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and Signage's in signage's panel shall also be FRLSZH in case of UG stations.
12. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

Table: 1 -- Rating of Electric Items

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

## List of Approved Makes

SN	Item	Approved Makes
1.	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked
2.	GI Conduit Accessories	Confirming to BIS as per approved samples
3.	Copper Conductor FRLS, PVC insulated wires	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
4.	Copper Conductor FRLSZH , PVC insulated wires	Polycab, Ducab Dubai, Cords Cables, KEI.
5.	FRLS Cables	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
6.	FRLSZH , PVC Cables	Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.
7.	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider)
8.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder
9.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schnieder
10.	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati.
11.	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton

### Specification of Air Conditioner

Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-22 suitable for wall mounting and conforming to following specifications. Split AC shall be preferably five star rated. Approved makes are Hitachi / O-general / Daikin / Carrier.

#### General Technical Requirements

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.
2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-22 with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS:10617 part (1)-1983 (amendment 1 & 2). Rotary compressor shall be covered by manufacturers test certificate.
3. The air conditioners shall be complete with automatic temperature control and cut - in and cut-out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS:11338:1985.
4. The filter pads provided shall be washable.
5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-enamelled finish preceded by undercoat of anti-corrosive primer paint phosphating and through cleaning of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings are also acceptable in lieu of stove enamelled finish.
6. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.
7. Maximum power consumption of the split air conditioners shall be at capacity rating test conditions.
8. Galvanized sheet shall conform to IS:277/2003.
9. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 mtrs length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
10. Refrigerant used shall be Freon-22.
11. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.
12. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test requirement for Grade V-O as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.
13. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.

14. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed(Three speeds) and setting up of temperature.
15. Installation of pipes, Insulation and cables beyond 6Mtrs, if required:
  - i. Suction line copper pipe of 0.70mm thickness.
  - ii. Liquid line copper pipe of 0.70mm thickness.
  - iii. Expanded polyethylene foam or other suitable insulation tubing for suction line copper pipe.
  - iv. Drain pipe (15mm die flexible PVC pipe).
  - v. Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect both the units with each other.
16. Installation: Location of ODU is to be finalized after approval from DMRC. The installation at site shall comprise the following work:
  - i. Mounting/Fitting indoor & outdoor units at the respective locations.
  - ii. (Laying refrigerant piping and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
  - iii. Insulating the suction pipe with expanded polyethylene foam 5mm tubing or other suitable.
  - iv. Laying 15mm drain pipe to throw out the condensate water being formed in the indoor unit and connecting it to station drain.
  - v. Leak testing the entire system.
  - vi. Charging Refrigerant gas in the unit.
  - vii. Suitable electric wiring between indoor and outdoor, upto switch AT location of indoor unit. Switch/Socket/Plug is also included.

## Fire Safety Requirements

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

Table - 1

<p>TYPE &amp; SPECIFICATAION: BIS approved stored pressure extinguisher as per IS 15683:2006 and of type 'A', 'BC' or 'ABC' conforming to risk protection as per IS 2190:1992. (Kg and Litres can be converted in same ratio i. e. 5Kg = 9 Litres)</p> <p>Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity:-</p>		
AREA		
Up to 10 Sq. m.	Above 10Sq. m. and below 50 Sq. m.	Above 50 Sq. m. and below 100 Sq. m.
One Fire Extinguisher of 2 KG capacity	One Fire extinguisher of 4 KG capacity	Two Fire extinguishers, one of 5 KG and another of 9 Litres Water Type

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

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

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

## Declaration

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

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

OR

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

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

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

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. that the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants' Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.
3. that DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. that the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly./Bi-monthly Bill. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Applicant to recalibrate the Energy Meter whenever considered necessary.
5. that all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. that the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. that DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.



8. that all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. to pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
10. to indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
11. to be bound by DMRC's conditions of supply, and all applicable acts and rules.
12. that DMRC shall not be responsible for any interruption/diminution of supply.
13. Others
  - 13.1 Applicant will have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
  - 13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/schemes/details shall be taken from DMRC O&M wing.
  - 13.3 Only FRLS cable of required size shall be used for tapping off supply from DMRC fixed supply to Applicant premises in rigid GI Conduit pipe.
  - 13.4 Applicant will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/capping. The Applicant shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per DMRC's approval).
  - 13.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a maximum connected load up to 10kW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.
  - 13.6 Applicant shall be given only normal power supply available in station premises. Applicant may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
  - 13.7 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be the permitted to use standby UPS/Inverter system will also be taken as a part of total connected load.
  - 13.8 The Total Demand Load& Total Connected load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected Load Only.
  - 13.9 Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.

- 13.10 Applicant shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Applicant's cost shall carry the entire work. DMRC's representative may inspect and supervise the work.
- 13.11 Applicant shall provide proper earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Applicant. Every shop/property Development area must have enough Fire Extinguishers as stipulated.
- 13.12 Applicant will not be allowed to provide Room Heating appliance of any kind.
- 13.13. The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Applicant. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Applicant will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
- 13.14. In case, Applicant draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Applicant pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free Performance Guarantee.
- 13.15 In case, the Applicant is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.
14. that the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
15. that the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.
16. that the supply shall not be extended/sublet to any other premises.
17. that the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
18. that DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. that DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.
20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
21. that DMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for

the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.

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

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

Date:

Place:

Signature of Applicant

(Full name)

Signed and delivered in the presence of:

Witness 1

Witness 2

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Full Name\_\_\_\_\_

Full Name\_\_\_\_\_

Complete Address \_\_\_\_\_

Complete Address\_\_\_\_\_

Phone No.\_\_\_\_\_

Phone No.\_\_\_\_\_

List of Documents to be submitted along with Declaration

- 1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant.
- 2. Proof of allotment of the space/area leased out by DMRC in the form of the following:
  - a) Allotment/possession letters, Lease deed
  - b) General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}

## DECLARATION

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

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

OR

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

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

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

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. that the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants' Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.
3. that DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. that the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly./Bi-monthly Bill. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Applicant to recalibrate the Energy Meter whenever considered necessary.
5. that all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. that the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. that DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.

8. that all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. to pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
10. to indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
11. to be bound by DMRC's conditions of supply, and all applicable acts and rules.
12. that DMRC shall not be responsible for any interruption/diminution of supply.
13. Others
  - 13.1 From the DMRC DB to main MCB / MCB of shops only XLPE insulated armoured copper conductor LSZH cables shall be used. Applicant will have to provide a Low voltage switch-board with MCBs & ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
  - 13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/ schemes/ details shall be taken from DMRC O&M wing. The Applicant hereby voluntarily and unequivocally agrees not to seek any claim, damage, compensating or any other consideration what so ever on account of time and cost associated in making provision of electricity.
  - 13.3 That the use of any PVC material is not permitted in the underground stations.
  - 13.4 Applicant will also do wiring within his shop/stall/KIOSK by using GI conduit. The Applicant shall use FRZHLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).
  - 13.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a max connected load up to 10 KW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.
  - 13.6 Applicant shall be given only normal power supply available in station premises. Applicant may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
  - 13.7 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be the permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system will also be taken as a part of total connected load.
  - 13.8 The Total Demand Load & Total Connected load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected load only.

- 13.9 Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.
- 13.10 Applicant shall provide proper earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Applicant.
- 13.11 Fire Extinguisher: Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
- 13.12 Applicant will not be allowed to provide Room Heating appliance of any kind.
- 13.13 The power shall be supplied normally at the rate of 0.2 KVA/sq. m. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Applicant. Additional power up to 5 KVA on single phase and thereafter on three phase system if required by the Applicant will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
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- 13.15 In case, the Applicant is found mis-using Electricity or tampering with the Energy meter, a token penalty of Rs.1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.
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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.
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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.

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

Date:

Place:

Signature of Applicant

(Full name)

Signed and delivered in the presence of:

Witness 1

Witness 2

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Full Name\_\_\_\_\_

Full Name\_\_\_\_\_

Complete Address \_\_\_\_\_

Complete Address\_\_\_\_\_

Phone No.\_\_\_\_\_

Phone No.\_\_\_\_\_

List of Documents to be submitted along with Declaration

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  - a) Allotment/possession letters, Lease deed
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