

# **DELHI METRO RAIL CORPORATION LIMITED**



## **Bid for Licensing of Built-up Spaces at 2<sup>nd</sup> Floor of D-21 Corporate Park of Delhi Airport Metro Express Line**

**(Tender Document)  
Tender No. 3158**

**2015**

**Delhi Metro Rail Corporation Ltd.**

Metro Bhawan  
Fire Brigade Lane, Barakhamba Road  
New Delhi-11 00 01  
India

**Bid for Licensing of  
Built-up Spaces at 2<sup>nd</sup> Floor of D-21 Corporate Park of  
Delhi Airport Metro Express Line**

Name and address of the Bidder to whom issued:

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

Date of issue.....

Issued by.....

Tender Document Cost: Rs 21,000/- (Rupees Twenty one thousand only) inclusive of 5% DVAT, which is non refundable.

## **DISCLAIMER**

- I. This Tender Document for **“Licensing out Built -up Spaces at 2<sup>nd</sup> Floor of D-21 Corporate Park”** contains brief information about the available space, Qualification Requirements and the Selection process for the successful bidder. The purpose of the Tender document is to provide bidders with information to assist the formulation of their bid application (the ‘Bid’ ;).
- II. The information (‘Information’) contained in this Tender Document or subsequently provided to interested parties {the “Bidder(s)”}, in writing by or on behalf of Delhi Metro Rail Corporation Ltd. (DMRC) is provided to Bidder(s) on the terms and conditions set out in the Tender Document and any other terms and conditions subject to which such information is provided.
- III. This Tender Document does not purport to contain all the information that each Bidder may require. This Tender Document has been prepared with a view to provide the relevant information about the spaces available at D-21 Corporate Park. DMRC advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this TENDER Document and to obtain independent advice from appropriate sources. DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy; reliability or completeness of the information provided in this TENDER Document.
- IV. Intimation of discrepancies in the Tender Document, if any, may be given before the pre-bid meeting, by the Bidders, to the office of the DMRC. If DMRC receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the Tender document.
- V. Any character or requirement for the Built up spaces, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.
- VI. This Tender Document is not an agreement and is not an offer or invitation by DMRC to any party. The terms for development of built up spaces and the right of the successful Bidder shall be as set out in separate agreement executed between DMRC and the successful Bidder, broadly in the format set out herein.
- VII. DMRC reserves the right to accept or reject any or all Bids without assigning any reasons, thereof. DMRC shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Tender Document.

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**CHAPTER 1****INTRODUCTION**

- 1.1 Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) has completed the Phase I and Phase II of the Delhi Metro and is currently engaged in Phase III of the project. The Delhi Airport Metro Express Line is a Delhi Metro Line from New Delhi Metro Station to Dwarka Sector-21, linking the Indira Gandhi International Airport, Palam Airport, Dhaula Kaun, Shivaji Stadium. D-21 Corporate Park is in the vicinity of Dwarka Sector-21 and Dwarka Sector -8 Metro Stations. The line, also known as the Orange Line is now operated by Delhi Metro Rail Corporation (DMRC).
- 1.2 As part of its existing mandate Delhi Metro Rail Corporation (DMRC) has also undertaken value capture from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation, and on the other hand facilitating DMRC commuters by providing one stop solution for their needs. It also provides incentive for private sector participant developers. Through this Bid DMRC intends to select a 'Licensee' to take up on 'License basis' as mentioned in annexure-1 {built-up spaces at D-21 Corporate Park (2<sup>nd</sup> Floor)}.
- 1.3 D-21 Corporate Park is the depot of the Delhi Airport Metro Express Line (Dwarka Sec 21 – New Delhi). The approximate area available for licensing is here as under:

S.No.	Location	Approximate area (in Sqm)	Type of area
1	2 <sup>nd</sup> Floor	1223.29	Built up

- 1.4 The said area has prominent and spacious frontage and captive commuter base. This built up area, owing to its strategic location, shall present a unique opportunity for Office Space.
- 1.5 An information document covering the purpose of the license, details of space available at depot etc. may be downloaded from the website [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC).

## **CHAPTER 2**

### **NOTICE INVITING BID**

- 2.1. D-21 Corporate Park is the depot of the Delhi Airport Metro Express Line (Dwarka Sec 21 – New Delhi). The depot has approximately 1223.29 sqm area at Second Floor, which is proposed to be licensed out. The built-up space has prominent and spacious frontage and captive commuter base. This built-up area presents a unique opportunity for Office players.
- 2.2. DMRC invites E - Tenders from suitable Bidders 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. for selection of a Licensee to grant Licensing Rights of Built-up Spaces at D-21 Corporate Park on “*as is where is basis*” for commercial activities except banned list of usages as detailed in Annexure-11.
- a) The Bidder may be any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India or a combination of above in the form of Joint Venture (JV) or Consortium.
  - b) Bid by a JV/Consortium of firms: In case of a Bid by a JV/Consortium of firms, following shall be abide by, by the participant/s.-
    - i. No change in the ownership shall be permitted during the 25 years of the License period. However the change in the percentage stake of JV/Consortium members may be permitted after expiry of initial five years lock in period with the prior permission of DMRC.
    - ii. The Lead Member of the JV/Consortium shall maintain a minimum equity stake of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
    - iii. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
    - iv. All members of such entity shall be jointly and severally liable for the performance of License agreement.
    - v. The eligibility of all the members of JV/Consortium would be considered, in proportion of their share/ participation in the JV/Consortium.
  - c) A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.
  - d) The Bidders shall enclose with its application an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements.
- 2.3. DMRC shall receive Bids pursuant to this Tender Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall upload bids in accordance with such terms on or before the date specified in this document. The Bidders are advised to visit the DMRC premises at the site and

familiarise themselves with the proposed arrangements and all activities necessary in this regard.

2.4. Salient features of Bidding Process:

- a) DMRC has adopted a single-stage Bidding Process for selection of a suitable highest bidder to grant Licensing Rights for the commercial activities inside built-up spaces available at 2<sup>nd</sup> floor of D-21 Corporate Park.
- b) Tender Document (non-transferable) can be downloaded from the web site [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC). Cost of Tender Document (Non-refundable) is Rupee Twenty One Thousand only (Rs.21,000/-) (including 5% DVAT). Tender Document cost shall be submitted in the form of Demand Draft / Pay Order drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of “Delhi Metro Rail Corporation Ltd” payable at New Delhi.
- c) The Bidder shall submit along with the Bid Application a bid security, amounting to Rs. 19,00,000/- (Rupees Nineteen Lakhs) only. The payment shall be made in the form of Demand Draft/ Pay Order drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of “Delhi Metro Rail Corporation Ltd” payable at New Delhi. ***The Application shall be summarily rejected if it is not accompanied with bid security.*** The bid security of the selected Bidder shall be adjusted against the Interest Free Security Deposit amount as per the License Agreement. The bid security of unsuccessful bidders shall be refunded after award of contract, without considering any interest, thereof. If the bidder withdraws his bid at any stage, his Bid Security amount shall be forfeited by DMRC.
- d) Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.
- e) Schedule of Bidding Process for tender:

Start of sale of Tender Document to Bidders	From 07/12/2015 to 06/01/2016 (upto 17:30 hrs.) on e-Tendering website <a href="http://www.Tenderwizard.com/DMRC">www.Tenderwizard.com/DMRC</a> Tender document can only be obtained after registration of Tenderer on the website <a href="http://www.Tenderwizard.com/DMRC">www.Tenderwizard.com/DMRC</a> . For further information on this regard bidders are advised to contact on 23417910-12 (ext:-534763), Help Tender wizard Desk no:-49424365
Cost of Tender Document (Non-refundable)	INR 21,000/- (inclusive of 5% DVAT) Non - Refundable (Demand Draft /Banker's cheque) in favour of “Delhi Metro Rail Corporation Ltd” payable at New Delhi.) Cost of Tender documents i.e, D.D./Banker's cheque, in original, shall be accepted only in the office of Dy.GM/PB –I, Delhi Metro Rail Corporation, 4th floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001 before opening of Tender and details have to be uploaded on the web-site upto 17:30 hours on 06/01/2016.
Site Visit	17/12/2015 at 11.00 hrs.
Pre-Bid Conference	18/12/2015 at 10.00 hrs. in Conference hall, 7th floor, Metro Bhawan, Barakhamba Road, New Delhi- 110001
Last date of receiving queries	17:30 hrs on 19/12/2015
DMRC's response to queries by	22/12/2015
Date & Time of Submission	Latest by 15.00 hrs of 07/01/2016

of Sealed Bids	
Date & Time of Opening of Bids	15.15 hrs on 07/01/2016
Validity of Bids	180 days from bid submission date

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

Stage of Activity	Time Period
Payment of Advance Quarterly License Fees and Interest Free Security Deposit/ Performance Security to DMRC by Licensee.	Within 45 days of issue of Letter of Acceptance
Vacant space to be handed over to Selected Bidder	Within 7 days of making the due payments in accordance with LOA.
Signing of License Agreement	Within 30 days of due handing over of space.

- 2.5 Addendum/Corrigendum, if any, will be placed on our website only time to time. Tender Document can also be downloaded from the website [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC) and may be submitted along with document cost at the time of submission of bids. **Late / delayed tender received after the stipulated date and time of submission of tender shall be rejected out rightly.**
- 2.6 DMRC has adopted a two packet Bidding Process to select suitable highest Bidder to grant licensing of built up space.
- 2.7 The Tenderers may obtain further information/ clarification, if any, in respect of Tender documents from the office of Dy.GM/PB – I, Delhi Metro Rail Corporation, 4th floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi.
- 2.8 The intending Tenderers must be registered on e-Tendering portal [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC). Those who are not registered on the e-Tendering portal shall be required to get registered beforehand. If needed they can be imparted training on ‘online Tendering process’. After registration the Tenderer will get user id and password. On login Tenderer can participate in Tendering process and can witness various activities of the process.
- 2.9 The authorized signatory of intending Tenderer, as per Power of Attorney (POA), must have valid *Class-III* digital signature. The Tender document can only be downloaded or uploaded using *Class-III* digital signature of the authorized signatory.
- 2.10 Tender submissions will be made online after uploading the mandatory scanned documents towards cost of Tender documents such as Demand Draft or Pay Order or Banker’s Cheque from a Scheduled commercial bank based in India and towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker’s Cheque from a Scheduled commercial bank based in India and other documents as stated in the Tender document.
- 2.11 Late Tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- 2.12 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No Tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.

- 2.13 Bidder shall note that the maximum file size that can be uploaded is 5 MB. All the uploaded files in Tender submission should be named properly and arrange systematically. No special character/space should be there in the uploaded file name.
- 2.14 The bidders are advised to keep in touch with e-Tendering portal [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC) for updates.

**General Manager/Property Business  
Delhi Metro Rail Corporation**



### **CHAPTER 3**

#### **ELIGIBILITY CRITERIA FOR TENDER BIDDERS**

- 3.1. Bidders shall have a minimum average gross turnover of Rs. 2,70,00,000/- (Rupee Two Crore Seventy Lakhs only) in last 3 (three) audited financial statements certified by a Chartered Accountant with stamp & signature. Here, gross turnover shall mean turnover from all/single (as applicable) sector(s) of business (es). The bidder shall upload audited financial statements including profit-loss account of last 3 financial years.
- 3.2. In case audited balance sheet of the last financial year is not made available by the bidder, they have to submit an affidavit certifying that 'The balance sheet has actually not been audited so far'. In such a case the financial data of previous 2 (two) audited financial years will be taken into consideration for evaluation (i.e, average of gross turnover of last 2 audited financial years will be considered). If audited balance sheet of last two preceding year other than the last year is not submitted, the bid shall be considered as non-responsive.
- 3.3. While calculating the updated value of turnover, escalation of 5% per annum shall be considered in India and 2% for foreign based firm. In case of a JV/ Consortium, the eligibility of all substantial members of JV/ Consortium would be considered, in proportion of their share/ participation in the JV/ consortium and the lead member shall have Minimum Cumulative Gross Turnover in immediately preceding 3 completed financial years more than 26% of required Minimum Cumulative Gross Turnover in immediately preceding 3 completed financial years for the respective bidding schedule(s).
- 3.4. The Bidder shall enclose following document along with its Bid:
  - a) The Certificate(s) from its statutory auditors with its Bid providing the information sought in clause 3.2 as per format given in Annexure-4.
  - b) Audited financial statements including Gross Turnover, Balance Sheet, Profit Loss Account, etc. for immediate preceding three (3) completed financial years [i.e. 2012-13, 2013-14 & 2014-15]. If audited financial statement for the last completed year 2014-15 is not available, the Bidder shall furnish a certificate from statutory auditor in this regard.
  - c) An undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements.

## CHAPTER 4

### TERMS AND CONDITIONS

- 4.1. The License fee for commercial space shall commence after the expiry of ninety (90) days from the date of handing over of the space by DMRC and shall be charged till the termination/ completion of agreement.
- 4.2. The License Agreement shall be executed within thirty (30) days of handing over of space.
- 4.3. The vacant built-up, as mentioned in Annexure-1, shall be handed over for commercial activities within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance.
- 4.4. The successful bidder shall not claim any compensation on account of any variation in handing over of occupied space from that of the mentioned in the Annexure-1.
- 4.5. Subsequently, If Successful bidder/ Licensee applies for additional 'adjacent / same area' (even if for utility) upto 10% variation in Tendered area within fitment period, the same shall be provided on pro-rata basis, if found feasible, on sole discretion of DMRC. For area beyond this time frame and/or 10% variation range of Tendered area, the same shall be provided on negotiated / market rate, if found feasible, only on sole discretion of DMRC. DMRC is free to market, area beyond this time frame and/or 10% variation on open/limited/single Tender basis. The license fee for such additional space shall commence after expiry of 30 days from the date of handing over of space.
- 4.6. **Permissible Usage of Space:** Space can be put for any activity except banned list of usage mentioned in Annexure-11.
- 4.7. License Fees shall be payable in advance by the successful bidder to DMRC on quarterly basis before the commencement of respective quarter.
- 4.8. **Bid Variable:** The bidder has to specify license fees payable per square meter per month which shall be increased by 5% on compounding basis after completion of every year.
- 4.9. **Interest Free Security Deposit:**  
Successful bidder shall pay Interest Free Security Deposit to DMRC, equal to annual license fee payable. The Interest Free Security Deposit up to Rs.10 Lacs shall be accepted only in the form of Bank Draft / Pay Order in favour of DMRC Ltd. payable at New Delhi. However, if the amount of Interest Free Security Deposit/ performance Security exceeds Rs. 10 Lacs, initial Rs. 10 Lacs shall be paid in form of Bank Draft / Pay Order and for remaining amount exceeding Rs. 10 Lacs; minimum 50% in form of Bank Draft (upto a maximum of Rs. 50 Lacs) & balance amount in form of Bank Guarantee (BG) / Fixed Deposit Receipt (FDR).

The Bank Draft issued against Interest Free Security Deposit shall be in favour of DMRC payable at New Delhi from a Scheduled Commercial Bank based in India,

Fixed Deposit Receipt issued against Interest Free Security Deposit shall be of a Scheduled Commercial Bank based in India duly pledged in favour of DMRC. The FDR should be styled / in favour of DMRC Ltd A/c \_\_\_\_\_ Name of Licensee, and payable at New Delhi.

Irrevocable Bank Guarantee issued against Interest Free Security Deposit shall be in the prescribed format of DMRC issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, payable at its Branches located in Delhi/ NCR. The Bank Guarantee shall be valid at least for two year. The Bank Guarantee shall be renewed & extended before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked & encashed by DMRC without any prior intimation. For last year of license period, the Successful bidder shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Successful bidder shall be encashed by DMRC.

The interest free security deposit shall be escalated by 5% after completion of every year on compounding basis.

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

Interest Free Security Deposit / Performance Security will remain unchanged for a variation of (+/-) 10% from Tendered area, as there's possibility of minor variation in area during handing over.

#### **4.10. Tenure of License Agreement:**

- a) Licensing Rights of built-up spaces shall be for a period of twenty five (25) years, unless otherwise terminated by DMRC or surrendered by the successful bidder, in term of provisions of License Agreement. The tenure of License Agreement shall commence from the date of handing over of space. Tenure of the License Period of any space handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.
- b) There shall be a lock in period of five (5) years from the date of commencement of agreement. The Successful bidder shall have option to exit from the License Agreement immediately after completion of lock in period. For it, the Successful bidder shall have to issue 180 days prior notice to DMRC. Such prior notice intimation can be given after four and half (4 ½) years however option to exit will be available only after five (5) years. In this case, Security Deposit/ Performance Security of the Successful bidder shall be refunded after adjusting the dues, if any, to be payable by Successful bidder. In this case, Security Deposit of the successful bidder shall be refunded after adjusting the dues, if any, to be payable by the successful bidder. DMRC may also recover the balance outstanding dues, if are more than Interest Free

Security Deposit/ Performance Security, from the other contracts of successful bidder in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the successful bidder before successful bidder 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. Successful bidder shall have no claim for compensation or consideration / damages.

- c) If the successful bidder is desirous of terminating the license hereby created before expiry of the lock-in period, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to successful bidder in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of successful bidder in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the successful bidder before successful bidder 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. Successful bidder shall have no claim for compensation or consideration / damages.
- d) If the successful bidder is desirous of terminating the license after expiry of lock-in period without serving any intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such short / irregular intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the successful bidder after adjustment of license fee for period shorter than 180 days (grace 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 successful bidder in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before successful bidder 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. Successful bidder shall have no claim for compensation or consideration / damages.

4.11. The availability of Electrical Loads and Water/drainage for Space is mentioned in Annexure-1.

4.12. The property tax applicable, if any, on the property of DMRC shall be borne by DMRC.

4.13. Payment of stamp duty on agreement, if any, to be executed in pursuance of this Bid shall be borne by successful bidder.

4.14. All other statutory taxes, statutory dues, local levies including service tax as applicable, as applicable shall be charged extra and shall have to be remitted along with the License Fees

for onward remittance to the Government. The successful bidder shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License Agreement.

- 4.15. For carrying out the fit-outs, finishing works etc., the Licensee would be permitted a rent free period of ninety (90) days from the date of handing over of the space. The successful bidder shall have to complete in all respects the development of all the Commercial space Licensed, within a period of ninety (90) days from the date of 'handing over' of the space by DMRC under the License Agreement.
- 4.16. The successful bidder shall be entitled to sub-license the built up spaces. However, for any such sub-license the following guiding principles shall be scrupulously observed.
- a) The successful bidder shall be entitled to sub-license, the Licensed Built up Spaces, during the subsistence of the License period with a clear stipulation that sub-licenses granted shall terminate simultaneously with the termination of the License Agreement, including on sooner termination of the License Period for any reason whatsoever.
  - b) All contracts, agreements or arrangements with sub-licensees shall specifically stipulate this covenant of termination of the sub-licensee's rights, and further that the successful bidder / sub-licensee shall not have any claim or seek any compensation from DMRC for any such termination.
  - c) The successful bidder (Licensee) shall prepare a draft standard format of the sub-license agreement, which he/she/they shall be required to sign with the sub-licensees for the use of the Licensed Built-up Spaces based on terms and condition of License Agreement between DMRC and successful bidder. The format of standard Sub-License Agreement shall be approved by DMRC before execution of any sub-license to third party. In case of any deviation from the above-mentioned standard draft sub-license agreements, the successful bidder shall obtain the prior written consent and approval of DMRC before entering into an agreement with a sub-licensee. DMRC reserves the sole right not to give consent/approval to such a request and no compensation or claim on this account shall be entertained.
- 4.17. The successful bidder may be allowed for amalgamation of licensed space with the prior permission of DMRC. In this case, no damage to load bearing/ structural member and any service/utility shall be permitted.
- 4.18. The power supply is available from DMRC power network and detail of available load is mentioned at Annexure -1. However, if additional electrical load is required by the successful bidder, the same may be arranged by DMRC, if feasible, at the cost and space of successful bidder.

If Licensee desires to achieve their extra air-conditioning requirement through provision of VRV/ package AC, then the same will have to be provided by Licensee at his own cost subject to technical feasibility of electrical load / space for pipeline / equipment installation. DMRC would try to consider request of Licensee provided it is feasible.

4.19. For any addition & alteration to the existing floor plan, structure, utilities, etc., the successful bidder shall be solely responsible for obtaining all necessary prior permissions/ approvals from the concerned bodies/ departments. DMRC shall restrain itself only up to forwarding/ applying for obtaining the permission/ approval from the other bodies/ departments. All other liaisoning, risk & cost in this regard shall be borne by the successful bidder.

4.20. The necessary fire protection system for existing accommodation has been provided by DMRC. Underground two (2) no. of water tank of 100 KL capacity for fire safety has been provided at D-21 Corporate Park. Other equipments including booster pump have also been installed.

Any augmentation to existing fire protection system, if required for licensed space as per norms of DMRC and Delhi Fire Services, shall be done by the successful bidder at his own risk & cost after obtaining necessary approval from DMRC as well as Delhi Fire Services.

## CHAPTER 5

### **SUBMISSION & EVALUTION OF BIDS BY BIDDERS**

- 5.1. No Bidder shall submit more than one Bid for this Tender Document.
- 5.2. Notwithstanding anything to the contrary contained in this Tender Document, the detailed terms specified in the draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 5.3. The Bid should be furnished in the format at Annexure 2-6, clearly indicating the financial offer in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 5.4. **Bid Variable:** The bidder has to quote license fees in both words as well as figures payable per month per sqm area of built-up space which shall be increased by 5% on compounding basis after completion of every year. If there is a discrepancy between words and figures, the amount quoted in words shall prevail.
- 5.5. **Bid Security:** TENDER Bidders have to deposit, along with its Bid, a refundable bid security amounting to Rs. 19,00,000/- (Rupees Nineteen Lakhs) only. The Bid Security shall be payable in the form of a Demand Draft/ Pay Order drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi. The bid offer shall be valid for a period not less than One Hundred Eighty (180) days from bid due date. The bid security of the selected Bidder shall be adjusted against the Interest Free Security Deposit due as per the License Agreement. The bid security of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. If the bidder withdraws his bid at any stage, his Bid Security amount shall be forfeited by DMRC.
- 5.6. The Bidder should submit a Power of Attorney as per the format at Annexure-5, authorising the signatory of the Bid to commit the Bidder.
- 5.7. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be made in English language.
- 5.8. 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 document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same date as mentioned in the Tender Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with their Bid an undertaking stating that all

the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors have been provided.

- 5.9. Technical Bid: The Bidder shall on or before the date and time given in the Notice Inviting Tender, upload his Tender on e-Tendering portal [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC). The Bidder shall ensure that a receipt is obtained for the submission of their Tender. Such receipt is being issued free of charge. The Bidder shall upload scanned copies of, subject to maximum of, following documents in Technical Bid:
- a.) Tender Document Cost deposit slip.
  - b.) Bid Security submission slip.
  - c.) Annexure-2 (On Official letterhead of the Bidder)
  - d.) Annexure-3
  - e.) Annexure-4
  - f.) Annexure-5
  - g.) Annexure-6
  - 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- 7, 8 and 9.
  - 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 Tender Document including Draft License Agreement (Annexure-12) and Addendum/ Corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of terms and conditions set out therein.
  - m.) In addition, a declaration by the bidders, as per Annexure -10, must be submitted stating that the Tender document has been downloaded from official website of e-Tendering portal [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC) and no changes, whatsoever, have been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.
- 5.10. Financial Bid: The financial bid shall be filled in the Bill of Quantity (BOQ) format available on [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC).
- 5.11. The documents including this Tender Document and all attached documents, provided by DMRC shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and DMRC shall not return to the Bidders any Bid, document or any information provided along therewith.

- 5.12. The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.
- 5.13. **Cost of Bidding:** The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 5.14. **Space visit and verification of information:** Bidders are advised to submit their respective Bids after visiting DMRC Space and ascertaining themselves the conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to station/ space, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- 5.15. 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 Tender Document;
  - d) satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the license agreement in accordance with the bidding documents and performance of all of its obligations there under;
  - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
  - f) acknowledged that it does not have a Conflict of Interest; and
  - g) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 5.16. 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 TENDER or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.
- 5.17. **Verification and Disqualification:** DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Document or the Bidding Document and the Bidder shall, when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve

the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of DMRC there under.

**5.18. Amendment/s in Tender Document:**

- a) At any time prior to the Due Date for submission of bid, DMRC may, for any reason, modify the Tender Document by the issuance of Addenda/ Corrigenda.
- b) Any Addendum/ Corrigendum issued hereunder shall be uploaded on [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 submission Due Date.

**5.19. Preparation and Submission of Bids:**

- a) **Format and Signing of Bid:** The Bidder shall provide all the information sought under this Tender Document as per the format/s.
- b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- c) The Bidders who have down loaded the Tender Document from the DMRC's website, should carefully note the following instructions:
  - i. The Bidders should ensure that the complete Tender Document has been downloaded.
  - ii. The printout of Tender Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on DMRC's website. The print should be legible and indelible.
  - iii. The downloaded Tender Documents should have tamperproof binding. Loose/ spiral bound Tender Documents shall be rejected out-rightly.
  - iv. In case of any correction/addition/alteration/omission in the Tender Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

**5.20. Uploading of Application:** Bidder shall upload the Application in the formats specified in Annexures together with the documents specified above.

5.21. All correspondence shall be address to:

**General Manager/Property Business,  
2<sup>nd</sup> Floor, 'A' Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110 001**

5.22. Bid documents submitted by fax, telex, telegram, mail or e-mail shall not be entertained and shall be summarily rejected. Bid documents received after the due date shall be

summarily rejected. Applications received without due bid security amount shall be summarily rejected.

- 5.23. **Bid Submission Date:** The Bid should be uploaded before due date and time as detailed in this Tender document. Any bid application received after due date and time as prescribed in Tender document shall be summarily rejected.
- 5.24. DMRC shall open the Technical Bids on the Due Date of Bid Submission, at the place & time specified in this document and in the presence of the Bidders who choose to attend. DMRC will subsequently examine and evaluate the Technical Bids in accordance with the Eligibility Criteria set out in this Tender document.
- 5.25. The Financial Bid shall be opened on a subsequent date after evaluation of Technical eligibility. Financial Bids of only those Bidders whose submissions are found to fulfil the eligibility criteria as stipulated in chapter-3 above, shall be opened. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.
- 5.26. To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 5.27. **Evaluation of Bid:** The evaluation and assessment for the selection of the Bidder shall be based on the Bid Variable i.e. the rate of License Fee quoted by the Bidder. The Technically Eligible Bidder, quoting the highest rate of License fee per Sqm per month, shall be the highest Bidder whose offer shall be evaluated and assessed by DMRC.
- 5.28. After evaluation of Bids, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DMRC to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. 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.
- 5.29. Successful Bidder is required to deposit advance quarterly Licensee Fee along with the required Interest Free Security Deposit (with/ without penal interest, as applicable) within stipulated time as mentioned in Letter of Acceptance. After expiry of time period as mentioned in Letter of Acceptance, the same shall stand cancelled and amount of bid security shall stand forfeited in favour of DMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.
- 5.30. After acknowledgement of the LOA and deposit of dues as mentioned above, the Selected Bidder shall execute the License Agreement within the period prescribed in

Tender Document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

- 5.31. Notwithstanding anything contained in this Tender Document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that DMRC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 5.32. **Confidentiality:** Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DMRC in relation to, or matters arising out of, or concerning the Bidding Process. DMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. DMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DMRC or as may be required by law or in connection with any legal process.

**CHAPTER – 6****INSTRUCTIONS TO APPLICANTS**

- 6.1 All information covering the purpose of the license, details of space available etc. may be downloaded from the website [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC).
- 6.2 This Tender Document does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations and analysis and to check the Accuracy, reliability and completeness of the information in this Tender Application Form before participating in the Tender process. DMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of DMRC Ltd. Applicants are required to read carefully the contents of this document & to provide the required information. Applicants may be single firms or may be members of a consortium.
- 6.3 It shall however be noted, that DMRC will not discuss any aspect of the selection process. However, DMRC may display name of successful Tenderer on DMRC's website. Applicants will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by DMRC and that DMRC's decisions are without any right of appeal/litigation, whatsoever. Applicants are advised that the selection process will be entirely at the discretion of DMRC.
- 6.4 For any query from Applicants, DMRC reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that DMRC have not responded to any query or not provided any clarification. *Applicants may clearly note the date and time of uploading of Tender. No late or delayed Tender will be accepted. However DMRC may ask for any supplementary information, if deemed so.*
- 6.5 Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, DMRC may annul the award. Further, the Applicant may be blacklisted for participation in any future Tender of DMRC. In such a case DMRC shall forfeit the EMD (if any) and Security Deposit (if any) held with DMRC. The Tenderers are required to download the addendum, post bid queries etc. from e-Tendering portal [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC).
- 6.6 **Amendment to Tender Documents:** - During the Tender period, DMRC may issue further instructions to Tenderers or any modifications to existing Tender documents in the form of an addendum. Such amendment/corrigendum in the form of an addendum/corrigendum will be uploaded on the e-Tendering portal [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC) within the date given in NIT which shall be available for all the prospective Tenderers who have purchased/downloaded the Tender document in the Tender period.
- 6.7 Tenderer shall, on or before the date and time given in the Notice of Invitation to Tender, upload his Tender on e-Tendering portal [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC). The Tenderer

shall ensure that a receipt is obtained for the submission of his Tender, such receipt being issued free of charge. In addition a declaration by the bidders as per Annexure – 10 must be submitted stating that the Tender document has been downloaded from official website of e-Tendering portal [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC) and no changes, what so ever, has been made by the bidder. **Bids received without the declaration are also liable to be rejected at any stage.**

- 6.8 **Submission of Tenders:** - The completed Bids shall be accepted only up to the date and time as specified in NIT. Bids have to be submitted online on the website [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC). The Bidders shall furnish the information strictly as per the formats given in the Tender documents without any ambiguity. The DMRC shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid. The Bidder has to submit the Cost of TENDER Bid Document and Bid Security in the DD/ Banker's Cheque in Original, failing which Bid shall be summarily rejected.
- 6.9 **Late Tenders:** - Tenders have to be uploaded on e-Tendering portal [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC) before the due date and time of Tender submission. The Tender security and cost of Tender documents shall be submitted to Assistant Manager in the office of Dy. General Manager/ Property Business, Delhi Metro Rail Corporation 'B'- Wing, 4th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi.110001. It shall be the responsibility of the bidder / Tenderer to ensure that his Tender security and cost of Tender documents reaches the designated officer (Assistant Manager / Property Business) before the dead line for submission. Tenders received after due date and time of submission shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the Tender submission. The Tenderers are advised to upload their submissions well before the due date and time of Tender submission to avoid any problems and last minute rush. DMRC shall not be responsible for Tender security and Tender cost delivered to any other place / person in DMRC (like Tapal / DAK section etc) other than the designated officer and does not reach the designated officer before the dead line for submission. The DMRC may, at his discretion, extend the deadline for submission of Tenders by issuing an amendment, in which case all rights and obligations of DMRC and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 6.10 **Modification, Substitution and Withdrawal of Tenders:** - A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted. No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof. Withdrawal of Tender during the specified period shall result in forfeiture of Tender security.
- 6.11 **Tender Opening:-**The Tenders shall be opened online by the opening committee on due date and time of Tender opening. The Tender security will be checked and details will be read out for the information of representative of Tenderers. Technical package of those Tenderers who have not submitted Tender security shall not be opened. Tender which is accompanied by an unacceptable or fraudulent Tender Security shall be considered as non – compliant and rejected. The Technical Package of all the Tenderers shall be opened

in the presence of Tenderers or their representatives who choose to attend on date & time as mentioned in Tender document in the office Dy.GM / Property Business, DMRC, 4th floor, B -Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi – 110001. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the DMRC, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered. The details will be read out for the information of representative of Tenderers, present at the time of opening of Tender. On opening of the Tender, it will be checked if they contain Pre – Qualification, Technical & Financial Packages. Pre – Qualification & Technical packages of the Tenderers not containing financial package shall not be opened. DMRC shall prepare a record of opening of the, Pre – Qualification, Technical & Financial Packages, which shall include, the name of bidder and whether there is a withdrawal, substitution or modification; alternative proposals, and presence or absence of a Tender security. The Tenderers representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The Tenderers name, details of the Tender security and such other details as the DMRC, at his discretion, may consider appropriate will be announced at the time of Tender opening. The sealed financial package will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those Tenderers whose submissions are found substantially responsive and technically compliant as will be opened. The time of opening of financial package shall be informed separately to only the Tenderers who have qualified during Pre – Qualification and Technical evaluation stages and Tenderers can be present to witness opening of Financial Package.

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

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

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

- b.) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of DMRC there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern; and
- c.) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

*If a Tenderer does not accept the correction of errors as outlined above, his Tender will be rejected and the Tender security forfeited. The Tenderers are required to download the addendum, post bid queries etc. from e-Tendering portal [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC).*

- 6.14 **Amendment to Tender Documents:** - During the Tender period, DMRC may issue further instructions to Tenderers or any modifications to existing Tender documents in the form of an addendum. Such amendment/corrigendum in the form of an addendum / corrigendum will be uploaded on the e-Tendering portal addendum/corrigendum will be uploaded on the e-Tendering portal [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC) within the date given in NIT which shall be available for all the prospective Tenderers who have purchased the Tender document in the Tender period.

**CHAPTER 7**

**MISCELLANEOUS**

- 7.1 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.
- 7.2 DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) retain any information and/ or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 7.4 The Tender Document and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Tender Document, in the event of any conflict between them, the priority shall be in the following order:
1. License Agreement
  2. Tender Document;
- i.e. the License Agreement above shall prevail over Tender Document.

## **CHAPTER 8**

### **DEFINITIONS**

- a. **“Agreement”** means the License Agreement to be executed between DMRC and the Selected Bidder in the format approved by DMRC and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- b. **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- c. **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “Built-up Space” during the subsistence of this Agreement.
- d. **“Bidder”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or consortium etc.
- e. **“As is where is basis”** means LICENSEE shall be licensed the said built-up space, equipments, installations, fittings and fixtures on ‘as is where is basis’ and the LICENSEE shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of DMRC in writing and when permitted by the LICENSOR the said additions and alterations shall be carried out by the LICENSEE at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the licensed Built-up Space rather LICENSEE shall be required to hand over the licensed Built up Space in original condition at the end of license period.
- f. **“Bid”** means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the Bid Notice in accordance with the provisions thereof.
- g. **“Bidder”** is the Bidder who is fulfilling the criteria laid down in Tender Document.
- h. **“Bid Security”** means the refundable amount to be submitted by the shortlisted Bidder (Bidder) along with Tender document to DMRC.
- i. **“Built-up Spaces”** means built-up spaces namely the Specified Area in D-21 Corporate Park for commercial development on license basis by DMRC to the licensee under and in accordance with this License Agreement.
- j. **“License”** means the licensing rights granted by DMRC to the Selected Bidder for commercial activity (excluding banned list of usage of premises) inside built-up spaces at

specified locations at D-21 Corporate Park, based on the terms and conditions of the License Agreement.

- k. **“Commencement Date or Handover Date”** means the date on which vacant built-up spaces is handed over by DMRC to the licensee, in accordance with the terms of this agreement.
- l. **“Licensee”** means the Selected Bidder, who has executed the license agreement with DMRC pursuant to bidding process for carrying out commercial activities (excluding banned list of usage of premises) at specified locations of D-21 Corporate Park.
- m. **“License Fee”** means the amount payable by the licensee to DMRC as per rates offered by the Selected Bidder for its commercial utilization and accepted by DMRC for Built up space to be paid by the Licensee along with other DMRC charges and any kind of Central or State Taxes, local levies, statutory dues, etc that may be payable by the licensee as per prevalent law.
- n. **“Sub Licensee”** means all person/ agency with whom Licensee has executed sub license agreement as per terms and conditions of license agreement executed between DMRC and the Licensee, for commercial utilization of the built-up space.
- o. **“DMRC”** means Delhi Metro Rail Corporation Limited, A joint venture of Govt. of India and Govt. of National Capital Territory of Delhi incorporated under the Companies Act, 1956.
- p. **“Interest Free Security Deposit/ Performance Guarantee”** means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- q. **“License Period”** means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Agreement.
- r. **“Selected Bidder”** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.
- s. **“Damages”** shall mean any claim of DMRC against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which DMRC shall be entitled to claim and adjust the Security Deposit/ Performance Guarantee.
- t. **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- u. **“Tax”** means and includes all taxes, fees, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.

- v. **“Termination”** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this License Agreement.
- w. **“Termination Date”** means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier.
- x. **“Change in Law” means the occurrence or coming into force of any of the following after the date of signing this Agreement:**
  - a) The enactment of any new Indian law
  - b) The repeal, modification or re-enactment of any existing Indian law
  - c) Any change in the rate of any Tax

Provided that Change in Law shall not include:

- i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)
- ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.

Details of Built-up Space offered for Licensing			
S. No.	Floor Location	Carpet Area (in sqm)	Availability
			Electric Load (KW)
1	Second (2 <sup>nd</sup> ) Floor of D-21 Corporate Park	1223.29	150.20

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

**Note-2:** All built-up spaces offered on license basis are available on “as is where is basis”.

**Note-3:** All Built-up spaces can be utilized for any activity except the activities specified in banned list as detailed in Annexure-11.

**Letter Comprising the Bid**  
(On Official letterhead of the Bidder)

No:

Dated:

**General Manager/Property Business,  
2<sup>nd</sup> Floor, A Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110001**

**Sub: Bid for Licensing Rights of built-up & spaces at 2<sup>nd</sup> floor of D-21 Corporate Park of Delhi Airport Metro Express Line.**

Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for commercial activities in built-up spaces on fixed License Fees basis **at D-21 Corporate Park**. The Bid is unconditional and unqualified.

1. I/ We acknowledge that DMRC shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to DMRC any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of DMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum/ Corrigendum, if any, issued by DMRC; and
  - (b) I/ We do not have any conflict of interest in accordance with provisions of the Tender document; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the tender document, in respect of any Bid or tender document issued by or any agreement entered into with DMRC; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- (e) the undertakings given by me/us along with the Application in response to the Tender for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Tender document.
6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
7. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
8. I/ We have studied all the Bidding Documents carefully and also surveyed the DMRC Space. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
9. I/ We offer due Bid Security to DMRC in accordance with the Tender Document. The documents accompanying the Bid, as specified in Tender Document, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender Document, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

12. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.
13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
14. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Tender.
15. I/ We hereby submit bid documents i.e. tender documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

*(Following declaration is to be submitted only by the Bidders who have downloaded the Tender document from [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC))*

I / We declare that the submitted tender documents are same as available on [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC). I / We have not made any modification / corrections / additions etc. in the Tender Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the Tender Documents. In case at any stage, it is found that there is any difference in the downloaded Tender Documents from the original Tender Documents available at [www.Tenderwizard.com/DMRC](http://www.Tenderwizard.com/DMRC), DMRC shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

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

Yours

**(Signature, name and designation of the Authorised signatory)**

**Name and seal of Bidder/Lead Member**

**Date:**

**Place:**

**General Information of the Bidder**

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

Sl. No.	Name of Member	Proportion of Equity to be held in the Consortium	Role*
1			
2			
3			

\* Specify whether Lead Member / Ordinary Member

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

**Annexure-4**

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

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of Bidder], and certify that the cumulative turnover of M/s \_\_\_\_\_ (Name of the Applicant) from the Business of advertisement alone in the last 3 completed financial year is Rs. \_\_\_\_\_.

Year wise details of Gross Annual Turnover from the business of advertisement alone are as under:

Name of Bidder or member of JV	Turnover		
	20__-__	20__-__	20__-__
Name of Bidder or member(1) of JV			
Name of Bidder or member(2) of JV			
Name of Bidder or member(3) of JV			
<b>TOTAL</b>			

Name & address of Applicant's Bankers:

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

- Note:
- (i) Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor of the applicants.
  - (ii) Gross Annual Turnover from all sectors of business for each member of JV shall be indicated separately without consideration of ratio of participation in the current Tender.

**Annexure-5**

**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:**

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 36 fulfillment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2. It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

**Financial Bid**

**Name of the Bid:** Bid for Licensing out Built-up Spaces at 2<sup>nd</sup> floor of **D-21 Corporate Park**.

**Period of License:** Twenty five (25) years with a Lock in period of five (5) years.

*The financial bid is need to be filled in the **Bill of Quantity (BOQ)** format available on [www.Tenderwizard/DMRC](http://www.Tenderwizard/DMRC) .*



**Consortium Agreement/Memorandum of Understanding**

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

BETWEEN

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

AND

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

AND

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

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited  
Bids for the "Licensing of Built-up spaces at 2<sup>nd</sup> floor of **D-21 Corporate Park** 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 themselves.

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for “Licensing of Built-up spaces at 2<sup>nd</sup> floor of **D-21 Corporate Park** 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 “built-up spaces”. “Built -up spaces” in case the Consortium turns out to be the successful bidder in the bid being invited by DMRC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for “Licensing of Built-up spaces at 2<sup>nd</sup> floor of **D-21 Corporate Park** .
4. That the Consortium have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
5. That the share holding of the members of the Consortium for this specified purpose shall be as follows:
  - (i) The Lead Member shall have \_\_\_\_\_per cent (\_\_\_\_%) of share holding with reference to the Consortium for this specified license agreement.
  - (ii) The Participant Member shall have \_\_\_\_\_ (\_\_\_\_%) of share holding with reference to the Consortium for this specified license agreement.
6. That in case to meet the requirements of bid documents or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the

requirements and stipulations of DMRC.

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

1. ( \_\_\_\_\_ )  
Authorized Signatory  
( \_\_\_\_\_ )  
For (Name of company)

2. ( \_\_\_\_\_ )  
Authorized Signatory  
( \_\_\_\_\_ )  
For (Name of company)

3. ( \_\_\_\_\_ )  
Authorized Signatory  
( \_\_\_\_\_ )  
For (Name of company)

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

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

**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. I say that I am the authorised signatory of .....(insert name of company/  
consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am  
duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and  
depose this Affidavit on behalf of the bidder/consortium member.
2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail  
Corporation’s (hereinafter referred to as “DMRC”) Tender Document for licensing of  
built-up spaces at 2<sup>nd</sup> floor of **D-21 Corporate Park** and I further state that all the said  
information submitted by us is accurate, true and correct and is based on our records  
available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to  
furnish any information, which may be requested by DMRC to verify our credentials/  
information provided by us under this Bid and as may be deemed necessary by DMRC.
4. I say that if any point of time including the License period, in case DMRC requests any  
further/ additional information regarding our financial and/or technical capabilities, or any  
other relevant information, we shall promptly and immediately make available such  
information accurately and correctly to the satisfaction of DMRC.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading  
information by us in our Tender Document shall entitle us to be disqualified from the  
Tendering process for the said project. The costs and risks for such disqualification shall  
be entirely borne by us.
6. I state that all the terms and conditions of the Tender Document have been duly complied  
with.

DEPONENT

**VERIFICATION:-**

I, the above named deponent, do verify that the contents of paragraphs 1 to 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.....,2014.

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 & severally undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing of Built-up spaces:-

1. That, we Solely undertake that \_\_\_\_\_ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to built-up spaces at 2<sup>nd</sup> floor of **D-21 Corporate Park** with DMRC.
2. That, all consortium members are jointly or severally 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, insure that there shall be no change in the stake holding of all parties in the initial 5 (five) years lock in period of license agreement.
4. We also confirm that our consortium was made on Dt. \_\_\_\_\_, for seeking licensing rights of DMRC built-up spaces at 2<sup>nd</sup> floor of **D-21 Corporate Park** and in support of which a copy of our Board Resolution is attached with this Undertaking.

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

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

Witness      1.  
                  2.

**Undertaking For Downloaded Tender Document**

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

Company Name \_\_\_\_\_  
Name \_\_\_\_\_  
Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Postal Address \_\_\_\_\_  
E-Mail ID \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_

Company Seal:

**LIST OF USAGES BANNED/ NEGATIVE LIST**

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Sale of liquor and alcohol based drinks or beverages.
4. Sale of tobacco and tobacco products.
5. ATM
6. Coal/Gas based cooking strictly prohibited.
7. Advertisement at any location and in any format.
8. Banqueting and similar activities.
9. Restaurant, food courts, etc. except for local/ limited use as per prior approval of DMRC

**CHAPTER: 1****DRAFT LICENSE AGREEMENT**

Agreement No \_\_\_\_\_ of Year \_\_\_\_\_

THIS AGREEMENT is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2015 at Delhi  
 BY AND BETWEEN

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

**AND**

M/s. \_\_\_\_\_, having its registered office at \_\_\_\_\_, hereinafter called “**Licensee**” (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second party**.

**WHEREAS**

- a) DMRC, with a view to augment its revenues through non-operating measures, had invited open bids from the interested parties. After consideration of the offers, DMRC has selected M/s. \_\_\_\_\_ as “Licensee” for assigning Licensing rights of Built-up Spaces as given in Annexure-I at D-21 Corporate Park hereinafter called “**Licensed Space**”, on “as is where basis is”.
- b) DMRC has agreed to provide to the Licensee, the Licensing Rights of Licensed Space (pre identified by DMRC) on “as is where is basis”, on payment of License Fee and other charges to DMRC on the terms and conditions hereunder contained in this License Agreement.
- c) Licensee shall use, develop, manage, operate, maintain, market and sub-license Licensed Space (through proper sub-license Agreement) licensed to them at DMRC depot as specified in this Agreement at its own cost.

NOW THEREFORE, in lieu of the mutual promise and consideration set out herein DMRC and the Licensee (hereinafter collectively called “**Parties**”) witnessed and hereby agree as follows:

- A. The several documents forming this Agreement are to be read as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, in the event of any conflict, discrepancy or ambiguity between them, the priority of documents shall be in the order :
  - i. This Agreement
  - ii. Letter of Acceptance No. \_\_\_\_\_, Dt. \_\_\_\_\_.
  - iii. The written clarifications and addenda issued to the Bidders

iv. Any other document of DMRC and Licensee forming part of the Bidding Process.

B. The Licensee hereby covenants as follows: -

- i. Licensee hereby assumes responsibility for the Licensed Space of DMRC at 2<sup>nd</sup> floor of D-21 Corporate Park as given in Annexure-I. Licensee shall be responsible to manage, operate, maintain, use, market and sub-license the Licensed Space as specified in this Agreement at its own cost.
- ii. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from DMRC in this regard.
- iii. The Licensee confirms having examined the potential locations inside D-21 Corporate Park in detail and fully understands and comprehends the technical requirements of the built-up structure. The Licensee also confirms full satisfaction as to the business viability of licensing the Licensed Space inside the depot and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to DMRC under this License Agreement.

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

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

.....-2015

.....- 2015

(.....)

FOR AND ON BEHALF OF  
DELHI METRO RAIL  
CORPORATION LIMITED

(.....)

Authorized Signatory  
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

**DEFINITIONS**

- a) **“Agreement”** means the License Agreement to be executed between DMRC and the Selected Bidder in the format approved by DMRC and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- b) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- c) **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “Built-up structure” during the subsistence of this Agreement.
- d) **“As is where is basis”** means License of the said built-up space including all equipments, installations, fittings and fixtures is given on ‘as is where is basis’. The LICENSEE may make additions or alterations in the licensed space, carry out various installations including electric installations and wiring, with the prior permission of DMRC in writing at its own cost. Licensee shall not be entitled for any compensation with regard to additions carried out by them in the licensed built-up space. LICENSEE shall be required to hand over the Licensed Space at the end of license period.
- e) **“Bid”** means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the Bid Notice in accordance with the provisions thereof.
- f) **“Bidder”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or consortium etc.
- g) **“Bid Security”** means the refundable amount to be submitted by the Bidder along with TENDER documents to DMRC.
- h) **“Change in Law”** means the occurrence or coming into force of any of the following after the date of signing this Agreement:
- The enactment of any new Indian law
  - The repeal, modification or re-enactment of any existing Indian law
  - Any change in the rate of any Tax

Provided that Change in Law shall not include:

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

- ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
- i) **“Commencement Date or Handover Date”** means the date on which the Licensed Space is handed over by DMRC to the Selected Bidder, in accordance with the terms of this agreement.
- j) **“Damages”** shall mean any claim of DMRC against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which DMRC shall be entitled to claim and adjust the Security Deposit/ Performance Guarantee.
- k) **“DMRC”** means Delhi Metro Rail Corporation Limited.
- l) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against observance of License Agreement and the payment of all dues as per terms and conditions of the License Agreement.
- m) **“License”** means the licensing rights granted by DMRC to the Selected Bidder for various activities (excluding banned list of usage of premises) inside The Licensed Space at D-21 Corporate Park, based on the terms and conditions of the License Agreement.
- n) **“Licensee”** means the Selected Bidder, who has executed the license agreement with DMRC pursuant to bidding process for carrying out commercial activities (excluding banned list of usage of premises) at specified locations of D-21 Corporate Park.
- o) **“License Fee”** means the amount payable by the licensee to DMRC as per rates offered by the Selected Bidder for utilization of licensed space and accepted by DMRC, along with other payable charges and any kind of Central or State Taxes, local levies, statutory dues, etc. as per prevalent law.
- p) **“License Period”** means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Agreement.
- q) **“Licensed Space”** means the specified built-up spaces at 2<sup>nd</sup> floor in D-21 Corporate Park for commercial development handed over by DMRC to the licensee under and in accordance with this License Agreement.
- r) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- s) **“Selected Bidder”** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.

- t) **“Sub Licensee”** means all person/ agency with whom Licensee has executed sub license agreement as per terms and conditions of license agreement executed between DMRC and the Licensee, for utilization of the built-up space shell.
- u) **“Tax”** means and includes all taxes, fee, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.
- v) **“Termination”** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this License Agreement.
- w) **“Termination Date”** means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier.



**GRANT OF LICENSE**

- 3.1 There is Built-up spaces with a total area of 1223.29 sqm at 2<sup>nd</sup> Floor at D-21 Corporate Park which has been offered for licensing rights as detailed in Annexure-I.
- 3.2 The vacant built- up spaces, as mentioned in Annexure-I, has been/ shall be handed over for commercial activities within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance.
- 3.3 Area of built up space specified in Annexure-I are approximate. Actual area handed over subsequent to issue of Letter of Acceptance shall be final. If the handed over area varies from the area specified in Annexure-I, the License Fees shall be chargeable on handed over area. If the handed over area further varies on account of subsequent additions & alterations, the actual area shall be also got revised from the affected date. The actual area of handed over built up space shall be worked out based on following criteria :
  - a) Measurement of actual area of Built up: Actual area of built up shall be the area of built up space worked out based on outer dimensions of the covered area excluding the area covered by the walls & columns (including finishing), vent shafts, utility ducts, public toilets, common corridors and passages, staircases and balconies which are not being used for commercial activities.
- 3.4 Consequent to any alteration / renovation / augmentation / amalgamation of the licensed premise (s), for which prior approval from DMRC has been taken by the licensee, if resulting in any increase / decrease in the handed over area, the variation shall not be considered for any change in the license fee or other payment terms. However, at the time of termination or natural completion of contract, DMRC reserves the right to ask the licensee to restore the licensed premises as per original allotment.
- 3.5 If Licensee applies for additional 'adjacent / same area' (even if for utility) upto 10% variation in Tendered area within fitment period, the same shall be provided on pro-rata basis, if found feasible, on sole discretion of DMRC. For area beyond this time frame and/or 10% variation range of Tendered area, the same shall be provided on negotiated / market rate, if found feasible, only on sole discretion of DMRC. DMRC is free to market, area beyond this time frame and/or 10% variation on open/limited/single Tender basis. The license fee for such additional space shall commence after expiry of 30 days from the date of handing over of space.

**TENURE OF LICENSE**

- 3.6 Tenure of License Agreement shall be for a period of twenty five (25) years, unless otherwise terminated by DMRC or surrendered by the successful bidder, in term of provisions of this agreement. The tenure of License Agreement shall commence from the date of handing over of space. Tenure of the License Period of any space handed over

subsequently shall be co-terminus with above period irrespective of date of actual handing over.

- 3.7 There shall be a lock in period of five (5) years from the date of commencement of agreement. The Licensee shall have option to exit from the License Agreement immediately after completion of lock in period. For it, the Licensee shall have to issue 180 days prior notice to DMRC. Such prior notice intimation can be given after four and half (4 ½) years however option to exit will be available only after five (5) years. In this case, Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the dues, if any, to be payable by Licensee. In this case, Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall 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.
- 3.8 If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to Licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall 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.
- 3.9 If the Licensee is desirous of terminating the license after expiry of lock-in period without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such short / irregular intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (grace 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.
- 3.10 No partial surrender of the Licensed Space which has been handed over to the Licensee by DMRC shall be permissible to the Licensee during the currency of License Agreement.
- 3.11 At the end of License period or determination of this agreement prior to tenure of license period, for any reason whatsoever, all rights given under this License Agreement shall

cease to have effect and the premises shall revert to DMRC, without any obligation to DMRC to pay or adjust any consideration or other payment to the Licensee.

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

### LICENSE FEE

- 3.13 The license fee (exclusive of all taxes) for the licensed space shall be paid by Licensee to DMRC @ Rs. \_\_\_\_\_ /- per sqm per month along with the service tax as applicable i.e. presently 14.5%. The license fee shall be paid in advance on quarterly basis for the actual area handed over.
- 3.14 The License fee, interest free security deposit shall be escalated at the rate of 5% every year on compounding basis with effect from 1<sup>st</sup> April of each financial year. The first escalation @ 5% shall be effective from 01-04-2017 or one year whichever earlier.
- 3.15 The License fee shall commence after fitment period of ninety (90) days from date of handing over of the space by DMRC. The Licensee is expected to complete his furnishing/ development work in all respects within this specified fitment period. The License Fee shall commence immediately after the expiry of fitment period.
- 3.16 Along with License Fee, Licensee shall also pay other dues i.e. statutory dues / liabilities, electricity charges, chiller charges, damage/penal charges, pending arrears, etc. as applicable time to time.
- 3.17 DMRC shall provide normal water supply for basic requirements. The water consumption charges for basic requirements shall be payable by licensee @ Rs. 4.5 per sqm per month along with Service tax (if applicable at any instance of time). The water consumption charges shall be escalated @ 5% every year on compounding basis with effect from 01-04-2017 or one year whichever earlier onwards. Any augmentation in the water requirement over and above basic requirements shall be carried out by licensee at his own cost.
- 3.18 The licensee should preferably make the payment of advance quarterly license fee, service tax etc. to DMRC by E-Mode i.e. RTGS / NEFT for credit DMRC Ltd. A/c after taking prior approval of DMRC and complying with the procedure laid down as per Annexure – III.
- 3.19 The license fee shall be paid to DMRC on Quarterly basis in advance to DMRC by the last working day of the previous quarter. This has also been illustrated below for better understanding of licensee –
- |  |  |
|--|--|
| ▪ The Billing quarter -                  | 1 <sup>st</sup> April - 30 <sup>th</sup> June  |
| ▪ Period for the issue of invoice -      | 1 <sup>st</sup> March - 15 <sup>th</sup> March |
| ▪ Last Date of payment of Dues to DMRC - | 31 <sup>st</sup> March                         |
- 3.20 The account shall be regularly reconciled by DMRC on annual basis.
- 3.21 The Licensee agrees voluntarily and unequivocally to make all payments to DMRC as may be due before the due date, without waiting for any formal advice from DMRC. In the events of non-receipt of any invoice, the Licensee agrees to collect the same from the office of authorized representative of the Licensor.

- 3.22 Licensee shall periodically advise the details of payment deposited with DMRC. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/liabilities shall be settled (mandatory liabilities of DMRC), then others dues/ liabilities like electricity, etc. and lastly License fee shall be accounted for.
- 3.23 If the Licensee fails to pay or partly pay the license fee and other dues required to be paid as per terms and condition of License Agreement by the due date, a 15 days Cure Notice shall be issued to pay the outstanding license fee and other dues along with an interest of 18% (Eighteen percent) per annum on the amount of License Fee and other dues outstanding after the due date and falling in arrears. Interest shall continue to be accrued on monthly compounding basis until all the payable amount of License Fee and other dues are finally squared up. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment.
- a) If the Licensee failing to deposit the outstanding License Fee and other dues within fifteen (15) days' cure notice, DMRC shall issue a termination notice to make payment of outstanding License Fee and other dues within next thirty (30) days.
  - b) In the event of Licensee failing to deposit the outstanding License Fee and other dues within fifteen (15) days from the date of issue of termination notice, DMRC shall disconnect all utilities provided to the Licensee.
  - c) In the event of Licensee failing to deposit the dues within thirty (30) days from the date of issue of termination notice, it shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Chapter-8 of the License Agreement.

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

- 3.24 Licensee shall pay Interest Free Security Deposit to DMRC, equal to annual license fee payable. The Interest Free Security Deposit up to Rs.10 Lacs shall be accepted only in the form of Bank Draft in favour of DMRC Ltd. payable at New Delhi. However, if the amount of Interest Free Security Deposit/ performance Security exceeds Rs. 10 Lacs, initial Rs. 10 Lacs shall be paid in form of Bank Draft / Pay Order and for remaining amount exceeding Rs. 10 Lacs; minimum 50% in form of Bank Draft (upto a maximum of Rs. 50 Lacs) & balance amount in form of Bank Guarantee (BG) / Fixed Deposit Receipt (FDR).

The Bank Draft issued against Interest Free Security Deposit shall be in favour of DMRC Ltd. payable at New Delhi from a Scheduled Commercial Bank based in India,

Fixed Deposit Receipt issued against Interest Free Security Deposit shall be of a Scheduled Commercial Bank based in India duly pledged in favour of DMRC. The FDR should be styled / in favour of DMRC Ltd A/c \_\_\_\_\_ Name of Licensee, and payable at New Delhi.

Irrevocable Bank Guarantee issued against Interest Free Security Deposit shall be in the prescribed format of DMRC issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, payable at its Branches located in Delhi/ NCR. The Bank Guarantee shall be valid at least for two year.

The Bank Guarantee shall be renewed & extended before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked & 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 Successful bidder shall be encashed by DMRC.

The interest free security deposit shall be escalated by 5% after completion of every year on compounding basis.

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

Interest Free Security Deposit / Performance Security will remain unchanged for a variation of (+/-) 10% from Tendered area, as there's possibility of minor variation in area during handing over.

- 3.25 In case of successful completion of the full term of the License period i.e. 25(Twenty Five) years from commencement date of License Agreement, Interest Free Security Deposit/ Performance Security shall be refunded without accruing any interest on it and after adjusting the outstanding dues subjected to fulfillment of all handover requirements by the Licensee up to the satisfaction of DMRC.
- 3.26 DMRC shall reserve the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit/ Performance Security at any stage of agreement i.e. currency/ completion/ termination/ surrender, against -
- a) Any amount imposed as a penalty and adjustment for all loses/damages suffered by DMRC for any nonconformity with the Agreement terms & condition by the Licensee.
  - b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.
  - c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
  - d) Any other outstanding DMRC's dues/ claims, which remain outstanding after completing the course of action as per this License Agreement.
- 3.27 Once an amount is debited from the Interest Free Security Deposit/ Performance Security, the Licensee shall replenish the Interest Free Security Deposit/ Performance Security to the extent the amount is debited, within 15 days period failing which it shall be treated as a Licensee's event of default.

#### **TAXES AND OTHER STATUTORY DUES**

- 3.28 All other statutory taxes, statutory dues, local levies, Service tax, etc. as applicable shall be charged extra and shall have to be remitted along with the License Fee for onward

remittance to the Government. The Licensee indemnifies DMRC from any claims that may arise from the statutory authorities in connection with this License.

- 3.29 Stamp duty for execution & registration of License Agreement shall solely be borne by the Licensee.
- 3.30 The property tax, if applicable on the property of DMRC, shall be borne by DMRC.



**MAINTENANCE AND OPERATION OF BUILT-UP STRUCTURE****4.1 Addition /Alteration to the Licensed Space :**

Licensee shall be permitted to carry out addition & alteration to the licensed spaces, renovate the partitions, interior design works along with utilities like power supply, water supply, toilets, drainage system, HVAC, fire protection system, telecommunication system, etc. of licensed spaces provided that:

- a) The modification duly adheres to the provision of all Applicable Laws including and in particular the prevalent Delhi Building Bye Laws and specified guideline/ requirements of other competent authorities.
- b) The design and construction work strictly conform to relevant Standard Building Codes and good industry practice.
- c) It shall be the Licensee's sole responsibility to obtain all necessary clearance/ approval/ sanction from DMRC and other competent authorities for modifications, FAR changes, fire protection system, etc. DMRC shall only provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.
- d) The details of NOC of fire approval in mentioned in Annexure-IV. Any further approval from Delhi Fire Services, if required, as per applicable norms for the existing usage of the licensed spaces shall be obtained by the licensee at its own cost. The Licensee warrants that any augmentation to existing fire protection system, if required, shall be done by the licensee as per relevant BIS Code of Practice and norms DMRC & Delhi Fire Services at his own cost.
- e) Licensee shall ensure that no structural damage is caused to the existing building and other permanent structure as a result of its activities.
- f) Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.
- g) The facilities and works being undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the DMRC's employees, other users. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site.
- h) No material shall be stored or kept outside the site or in common area meant for movement of persons. Any special cleaning or drain clearance necessary as a result of the alteration works shall be carried out by Licensee at its own cost.
- i) The Licensee shall strictly comply with the safety procedure, measurement, specification & guidelines for execution of electrical works, approved list of materials, etc. as laid down in Annexure to this Agreement. All materials used for augmentation of the site must be fire retardant. If it is noticed at any stage that licensee has compromised with the safety procedure, measurements, specifications, guidelines and quality of materials as laid down in the agreement, the penalty up to Rs.1,00,000/- (Rupees one lakh) per instance shall be imposed on the Licensee.
- j) The Licensee may deploy security staff at its own cost for the safety of licensed space.
- k) Licensee shall bear all risk & cost and consequences of this augmentation work in Licensed Space.

- l) On completion of augmentation work, the Licensee shall furnish “As Built Drawings” of the premises including details of modified services along with all permissions/ approvals taken from the concerned departments.
- 4.3 The Licensee is expected to apply & obtain all necessary approvals/ permissions and timely to complete all augmentation activities within specified fitment period from taking over the site. For any delay in completion of work, DMRC shall not be responsible. In any case, the License Fee shall become chargeable after the specified fitment period.
- 4.4 **Operation & Maintenance of Licensed spaces:**
- a) Permissible Usage of Space: Built up Space can be put for any activity except banned list of usages as given in Annexure-II.
- b) Licensee shall keep and maintain the Licensed Space in neat & clean, safe & sound by maintaining it properly at his own cost during the License Period. Licensee shall bear the cost of minor day-to-day repairs, annual refurbishing and routine special repairs required due to normal wear & tear with the efflux of time or due to planning/ constructional defects remained during augmentation of the Licensed Space. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency.
- c) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of DMRC’s electrical inspectors/ authorized representative shall be complied by the licensee at its own cost.
- d) Licensee shall ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times. The Fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Licensee’s staff must be capable of addressing the safety issues during any emergency including operation of fire extinguisher.
- e) In case of accident caused due to negligence of the Licensee resulting into injury/ death to DMRC employees/ other users/ any person or loss to DMRC property, Licensee shall compensate the loss(es), without prejudice to other actions under this Agreement at the sole discretion of DMRC, including termination of Agreement.
- f) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by DMRC fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- g) The overall control and supervision of the premises shall remain vested with DMRC who shall have right to inspect the whole or part of the licensed spaces as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement.
- h) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of DMRC for inspection of Licensed Space or for repair of DMRC utilities passing through the Licensed Space at any time and to abide by and comply with all instructions as may be indicated by the fire officer & other officials. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the licensed area, proper protection as advised by DMRC shall be done by Licensee.
- i) Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of metro operations, passenger safety, safety of metro properties and its assets.

- j) The Licensee and his authorized representatives including its sub-licensees or their further authorized representatives shall have free access to the licensed spaces at all the times. The necessary identity cards to such person(s) shall be issued by DMRC in accordance with its extant policy. However, entry into paid area or travelling by Metro trains shall be as per general policy to DMRC commuters.
- k) Encroachment: The Licensee shall not encroach up common areas/circulating areas or any other space, and restrict his operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine/ compensation @ Rs.500/- on the first occasion, Rs.2,000/- on the second occasion and Rs.3,000/- after second occasion shall be imposed by DMRC. Thereafter DMRC reserves the right to revoke the license for breach of contract.
- l) Further, DMRC can impose the fine on Licensee up to Rs.5,000/- per offence per week on the following offenses:

i.	Any staff of Licensee found in drunken condition/ indulging in bad conduct.
ii.	Any staff of the Licensee found creating nuisance on duty.
iii.	Improper maintenance & defacement of the Metro Property.
iv.	Dishonor of drafts and Cheques given by Licensee in favour of DMRC.
v.	Misbehavior with staff and commuters of DMRC.
vi.	Not following safety and security norms as may be indicated by authorized representative of DMRC.
vii.	Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.
viii.	Not following the instructions issued by DMRC authorities from time to time

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

**RIGHTS AND OBLIGATIONS****5.1 Licensee's Obligations:**

The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:

- a) to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
- b) to operate and maintain the Licensed Area at all times in conformity with this Agreement;
- c) to furnish "As Built Drawings" of the premises with 30 days of completion of augmentation work.
- d) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors, sub-Licensee, etc.;
- e) to take all reasonable steps to protect the environment (both on and off the Licensed Built-up structure) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- f) to duly supervise, monitor and control the activities of contractors, sub-licensees, agents, etc., if any, under their respective License Agreements as may be necessary;
- g) to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
- h) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of Licensee's assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- i) to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Metro Station, Commuters or DMRC's activities.
- j) at all times, to afford access to the Licensed Space to the authorised representatives of DMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the business of Licensed Built-up structure, to inspect the Licensed Space and to investigate any matter within their authority and upon reasonable notice; and
- k) to comply with the divestment requirements and hand over the Licensed Space to DMRC upon Termination of the Agreement;

- 5.2 The Licensee shall be solely and primarily responsible to DMRC for observance of all the provisions of this License Agreement on behalf of its employees and representatives and further on behalf of the sub-Licensees, their employees and agents and any person acting under or for and on behalf of the Licensee or the sub-Licensees; contractor (s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, its agents or employees.
- 5.3 The Licensee shall comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 & its amendments.
- 5.4 No tenancy/sub-tenancy is being created by DMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:
- a) The Licensee shall not have or claim any interest in the said built-up/premises structure as a tenant/sub-tenant or otherwise.
  - b) The rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
  - c) The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.

**5.5 DMRC’s Infrastructure Facilities**

**a) Electricity, air-conditioning and fire protection system:**

Electricity, air-conditioning and fire protection system:

- i. Total available load that can be sanctioned

SN	Detail of Space	Available Electrical Load
1	Built up space at 2 <sup>nd</sup> Floor of D-21 Corporate Park	150.20 KW

- ii. Two nos. of Underground water tank of 100 KL capacity along with booster pumps for fire safety has been provided at D-21 Corporate Park as per details available in Annexure-IV.
- iii. No objection certificate for height clearance from Airport Authority of India is attached as Annexure-X. Licensee shall be liable to renew this NoC as per terms and conditions of Airport Authority of India.

Further details of availability of existing infrastructure related to electrical power supply including capacity of electrical load that can be sanctioned, air-conditioning works, fire protection system & fire NOC, and the proposed corresponding terms/ conditions/ procedure for Built-up spaces, are attached as Annexure-IV.

**b) Civil Utilities:**

Toilets at second and third floor is available at D-21 Corporate Park. Water, drainage and sewerage system for the existing accommodation is available. If any augmentation to the

existing civil utilities such as toilets, drainage, sewer and water supply system, roads, etc. is required, it shall be done by the Licensee at his own cost.

**c) Solid Waste:**

The Licensee shall have to make its own arrangements for daily disposal of solid waste out of DMRC premises at the dumping sites approved by MCD to ensure perfect cleanliness. If any solid waste is found disposed off on DMRC land or premises a penalty/fine of Rs.2000/- shall be imposed by DMRC for each occasion.

**d) Telephone:**

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

**e) Other Services:**

DMRC shall provide reasonable security services in D-21 Corporate Park, general cleaning & adequate lighting in the common areas and compound lighting outside the building, operation of existing lifts. In the event that any one of the services provided by DMRC may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, etc DMRC shall not be liable for any compensation to the Licensee. However DMRC shall use its best efforts to restore such services as soon as reasonably possible.

**f) Parking**

Open parking spaces for cars @ 1 ECS/100 Sqm of licensed space may be provided. Additional parking spaces, if required, may be provided by DMRC subject to its availability as per DMRC's extant policy and rate applicable time to time.

**INDEMNITY AND INSURANCE**

- 6.1 The Licensee hereby undertakes to indemnify and hold DMRC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities, agreement to sub-License entered in to between the Licensee and end user.
- 6.2 The Licensee hereby undertakes to indemnify DMRC against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 6.3 The Licensee hereby undertakes that DMRC shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his contractors/ sub-contractors/ sub-Licensees. The Licensee shall indemnify and keep indemnified DMRC against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 6.4 The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Licensee shall indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.
- 6.5 The Licensee hereby indemnifies DMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 6.6 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to DMRC in accordance with its extant policies.
- 6.7 The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
- 6.8 The Licensee shall indemnify DMRC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property.
- 6.9 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless DMRC, DMRC's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.

- 6.10 The Licensee shall indemnify and keep indemnified DMRC for any losses/ penalties on this account levied by any judicial/statutory authorities/courts on the Licensee.
- 6.11 Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in DMRC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon DMRC's request, the Licensee shall submit to DMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the licensor harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensor.



**FORCE MAJEURE**

- 7.1 Neither DMRC nor Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:
- a) Earthquake, Flood, Inundation, Landslide.
  - b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
  - c) Fire caused by reasons not attributable to the Licensor.
  - d) Acts of terrorism
  - e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
  - f) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc.
- 7.2 The License fee for the portion affected due to Force Majeure shall be exempted for the affected period if the force majeure condition persists for more than 7 days.
- 7.3 Occurrence of any Force Majeure shall be notified to the other party within 7 days of such. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free Security Deposit/ Performance Guarantee shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.

**BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT****Surrender of License Agreement:**

- 8.1 No partial surrender of built-up/ individual space or part of the Licensed Space which has been handed over to the Licensee by DMRC shall be permissible during the currency of the License Agreement.
- 8.2 The Licensee shall have option to surrender the license agreement after Five years lock in period provided -
- a) The Licensee successfully completes initial Five years lock in period.
  - b) There is no arrear pending with the Licensee on the date of issue of surrender notice.
  - c) DMRC receives a six months advance notice, in writing, from Licensee for its intention to surrender the license agreement after successful completion of initial five years lock in period.
  - d) Licensee continues to pay all dues as per schedule to DMRC till the date of pre-mature closure of License Agreement.
  - e) Licensee hand over peaceful possession of the all Licensed space to DMRC free from all encumbrances within 30 (thirty) days from the termination of License agreement.

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

- 8.3 The Licensee shall have option to exit from the License Agreement immediately after completion of lock in period. For it, the Licensee shall have to issue 180 days prior notice to DMRC. Such prior notice intimation can be given after four and half (4 ½) years however option to exit will be available only after five (5) years. In this case, Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the dues, if any, to be payable by Licensee. In this case, Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall 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.
- 8.4 If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to Licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of Licensee in DMRC. Balance outstanding dues, if are

more than Interest Free Security Deposit/ Performance Security, shall 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.

- 8.5 If the Licensee is desirous of terminating the license after expiry of lock-in period without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall be deemed to be terminated on completion of such short / irregular 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 (grace 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

#### **Breach of License Agreement/ Licensee's Events of Default**

- 8.6 Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:
- a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to DMRC without any contributory factor of the Licensee.
  - b) If the Licensee fails to pay License Fee, utility charges, penalty or Damage herein specified or any other due to be paid by the Licensee to DMRC by the stipulated date.
  - c) If the Licensee makes any of the following changes in Ownership:
    - i. Any change in percentage stake of JV/Consortium by the members without prior written permission of DMRC.
    - ii. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
    - iii. Dilution of stake of any consortium member in JV/ Consortium below 15% during the license period
  - d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
  - e) If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.
  - f) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/ commuters or loss to DMRC property.
  - g) If the Licensee is in violation of any of the other Clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from DMRC fails to cure the Default to the satisfaction of DMRC.
  - h) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.

- i) If the Licensee engaging or knowingly has allowed any of its employees, agents, or sub-Licensee to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- j) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Space except expressly permitted under this Agreement.
- k) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DMRC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
- m) If the Licensee has abandoned the Licensed Space.
- n) If the licensee violates banned usage as per list given in Annexure-II.

#### **Termination of License Agreement by DMRC**

- 8.7 Provided that in the event of application of clauses 8.6 (a) and (b) above, DMRC shall give to the Licensee 15 days time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee Event of Default. In case the licensee fails to remedies the default to the satisfaction of the DMRC within the cure period, then DMRC shall be within its rights to disconnect the utility services & terminate the License Agreement. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.
- 8.8 On Operational Ground: DMRC reserves the right to terminate the License Agreement by giving three months advance notice on operational ground. The License agreement shall stand terminated after expiry of three months notice and the Security Deposit/ Performance Security shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. In addition to above, if DMRC terminates the License Agreement on operational ground within lock-in period of five years, the licensee shall also be entitled to an amount equivalent to one month of license fee applicable on the date of termination. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.
- 8.9 Termination for Force Majeure: The License Agreement may be terminated for Force Majeure Reasons as specified in Chapter-7.

#### **Other Terms & Conditions:**

- 8.10 On termination of License Agreement :
- a) All sub-licenses/ third party agreements, entered by the Licensee, shall stand terminated with immediate effect ;
  - b) In case of termination of agreement on account of Licensee's Events of Default, the interest free Security Deposit/ Performance Security shall be forfeited in favour of DMRC. Any outstanding dues payable to DMRC shall be adjusted/ recovered from the

- advance license fee and forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recovered from the licensee.
- c) All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere, and
  - d) A notice of vacation shall be issued to the Licensee to vacate the premises within 30 days.
- 8.11 On termination of the license agreement, the Licensee shall handover the vacant possession of premises to the Depot-in-charge or his authorized representative within 30 days from the date of termination of License Agreement, after removal of plants, equipments, furniture, fixtures, etc. installed by the Licensee at its own cost, without causing damage to DMRC structures. The Licensee shall be allowed to remove his movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, DMRC reserves the right to deduct/ recover damage charges. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.
- 8.12 If the Licensee fails to vacate the premises as above, DMRC shall be free to take any/all of the following action(s) as deemed fit to it.
- (a) DMRC shall levy demurrage/ penal charges at twice the rate of License Fee prevailing on the date of termination of License Agreement, after unauthorized occupation beyond the 30 days grace period.
  - (b) And after lapse of this 30 days grace period, DMRC shall take over the goods / property treating at NIL value, even if it is under lock & key; and shall be free to dispose-off the property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Security available with DMRC. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.
- 8.13 After vacating the premises, the Licensee shall submit a vacation certificate from the Depot in charge or its authorized representative as a proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate from the Station in-charge or its authorized representative, shall not be accepted.
- 8.14 The termination of this Agreement shall not relieve 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. The Licensee shall be liable to pay all dues outstanding to DMRC including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the Depot in charge or his authorized representative subsequent to termination of License Agreement.
- 8.15 Rights of DMRC on Termination: DMRC shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment,

continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Licensed space.

- 8.16 On termination of Agreement, DMRC shall have rights to re-market or to seal/ lock the Licensed Space.



**DISPUTE RESOLUTION****9.0 Dispute Resolution**

- 9.1 **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, after signing of the Agreement. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to 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 up to 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

**REPRESENTATIONS AND WARRANTIES**

10.1 The Licensee represents and warrants to DMRC that -

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

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

10.3 DMRC covenants:

- a) DMRC covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's possession of the Licensed Premises, Licensee's use of the premises, or the rights granted to the Licensee hereunder.
- b) DMRC covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the agreement, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by DMRC or by any other person(s) claiming by, through or under or in trust for DMRC.
- c) On paying the License fee, Licensee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the Licensed space throughout the said term without any interruptions by the DMRC or by any person claiming by, through, under or in trust for DMRC.
- d) DMRC shall provide necessary documents pertaining to DMRC properties, if required by Licensee for seeking any permission pertaining to various activities from any Government Agency.

**MISCELLANEOUS**

- 11.1 All penalty amounts stipulated in the License Agreement shall become double after completion of every 7 (seven) years from the date of commencement of License Agreement on rolling basis.
- 11.2 Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines, building guidelines, fire norms etc. DMRC shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.
- 11.3 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee. These personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.
- 11.4 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall submit the details/ Bio data of personnel to whom it intends to employ/deploy for carrying out the work of media installation, within 45 days of handing over of the stations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) shall be furnished by the Licensee to DMRC. All the Licensee's personnel shall be required to possess ID card issued by DMRC while working in DMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
- 11.5 Signage :
- a) The Licensee shall have the right to display signage(s) of suitable size for displaying its generic name of each Space. The signage may be illuminated or non-illuminated at the Licensee's option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. The Licensee shall need to obtain a written approval from DMRC before putting up any form of signage and DMRC reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by DMRC. However, separate space for generic signage may be provided at ground level subject to feasibility.

- b) No advertisement in any format shall be permitted in/ in the Licensed Space.
- c) Any violation of above provisions shall attract a penalty of Rs. 5000/- per signage on the first occasion and Rs.50,000/- per signage on the second occasion. The persistence violation of these provisions shall constitute Licensee's event of default.

11.6 Notices : DMRC and Licensee voluntarily and unequivocally agrees –

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

**“General Manager/Property Business,  
2<sup>nd</sup> Floor, A Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110 001”**

- b) That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/Speed Post/Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensor.
- c) That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the General Manager/Property Business or by his duly authorized representative. All Notice shall be addressed as follows:
- d) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

**Annexure-I**

<b>Details of Built-up Space offered for Licensing</b>			
<b>S. No.</b>	<b>Floor Location</b>	<b>Carpet Area (in sqm)</b>	<b>Availability</b>
			<b>Electric Load (KW)</b>
1	Second (2 <sup>nd</sup> ) Floor of D-21, Corporate Park	1223.29	150.20

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

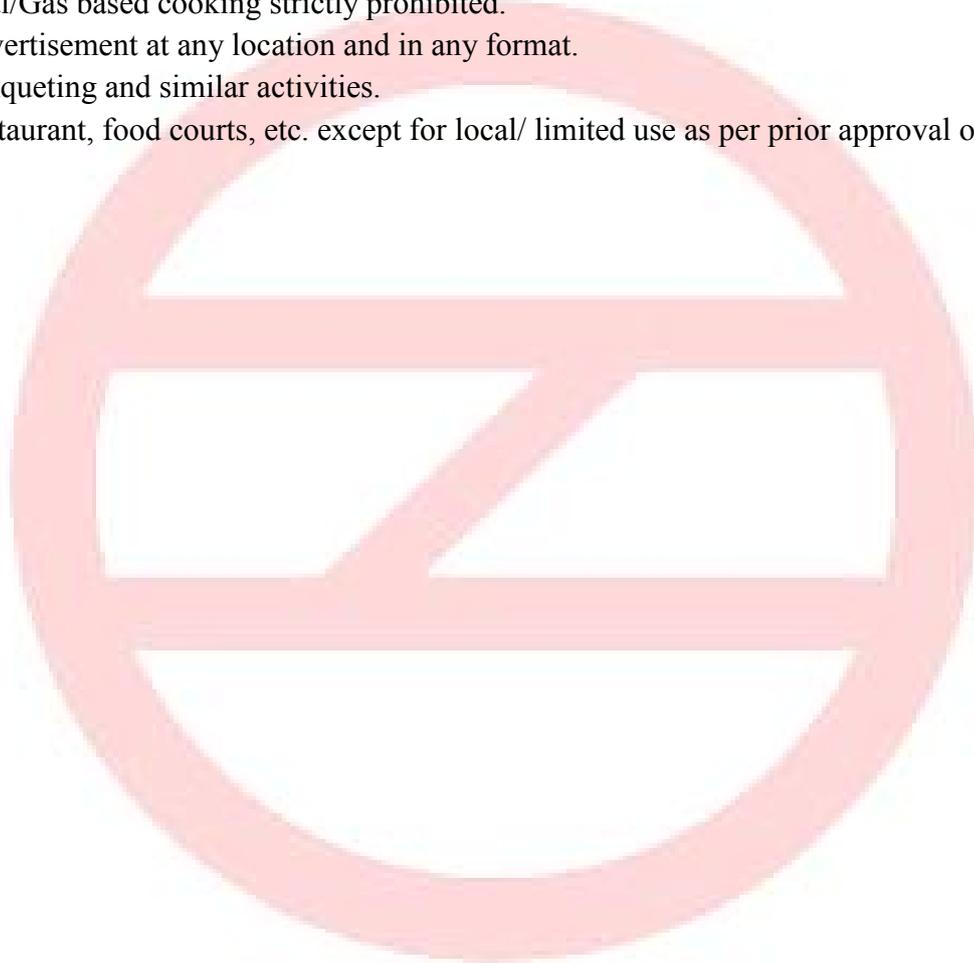
**Note-2:** All built-up spaces offered on license basis are available on “as is where is basis”.

**Note-3:** All Built-up spaces can be utilized for any activity except the activities specified in banned list as detailed in Annexure-II.

**Note-3:** The Built-up Spaces can be utilized for any activity except the activities specified in banned list as detailed in Annexure-II. However, cooking shall be permissible in built up spaces only where smoke exhaust is available. The details of available smoke exhausts are attached as Annexure-IV-A. Cooking by gas bank in may also be permitted, if feasible, on case to case basis.

**LIST OF USAGES BANNED/ NEGATIVE LIST**

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Sale of liquor and alcohol based drinks or beverages.
4. Sale of tobacco and tobacco products.
5. ATM
6. Coal/Gas based cooking strictly prohibited.
7. Advertisement at any location and in any format.
8. Banqueting and similar activities.
9. Restaurant, food courts, etc. except for local/ limited use as per prior approval of DMRC



**Annexure-III**

No. ....

Dt. \_\_\_/\_\_\_/\_\_\_

**Undertaking regarding payments through RTGS/NEFT/ECS mode in PB Agreement**

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

Lease out No. and Customer ID \_\_\_\_\_ (as mentioned in invoice).

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

1. RTGS/NEFT/ECS mode of payments shall require prior approval of DMRC for which Licensee/ party/company must take consent from the property business cell of DMRC Ltd. in the standard format attached at Annexure–III(1).
2. Once DMRC has given their approval, the party must intimate every time before submission of any payment through RTGS/ NEFT/ ECS at least seven (7) days prior to due date for making payment in prescribed format attached at Annexure–III(1). DMRC shall give their consent within two working days within the receipt of aforesaid intimation for submission of request as per Annexure–III(2).
3. In case of any delay in receipt of aforesaid intimation mentioned at Pt. No. 2, DMRC reserve the right for refusal to accept payments through RTGS/ NEFT/ RTGS mode of payments.
4. In event of Licensee/ party/ company's non-compliances to the aforesaid requirements. DMRC shall take action as under:
  - a.) In the absence of any details from Licensee/ party/ company for consideration of DMRC amount received from the party shall not be accounted for and party shall continue pay interest/ penalty on the outstanding as per the provision of contract.
  - b.) In case of receipt of payment with incomplete details payment received shall be adjusted /allocated in the following order:
    - i) All the statutory dues/ Taxes shall be adjusted first.
    - ii) All payments made by DMRC on behalf of Licensee/ party/ company such as water/ electricity/ maintenance charges/ annual maintenance charges etc. shall be adjusted after the adjustment statutory dues/ Taxes as mentioned in Pt. No. 4.b.i above.
    - iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.
    - iv) Sum remaining after adjustments as per items No. (i) to (iii) above shall be adjusted against lease rent/ space rent/ license fee as per the terms of contract.
    - v) In case amount received is even shorter than statutory dues, the Licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as applicable under the provisions of law. In addition to this, Licensee/ party/ company shall also attract penalties as per the provisions of license agreements. Repeated violations of aforesaid instructions shall be treated as non performance/ breach of agreement and under the provisions of license agreement may attract maximum penalty of termination of license agreement.

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

Date: \_\_\_/\_\_\_/\_\_\_

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

**Annexure-III (1)**

**FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS IN PD CONTRACTS**

1. Name and address of client / Licensee \_\_\_\_\_
2. Customer ID \_\_\_\_\_
3. Lease out No \_\_\_\_\_
4. Invoice No. and Date \_\_\_\_\_
5. Period of Invoice \_\_\_\_\_

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

Item No.	Description/Head details	Period	Amount
Gross amount to be deposit			
Less statutory deductions such as TDS, VET, S. Tax etc.			
Net amount to be deposit			

7. TDS registration No. of client/Licensee \_\_\_\_\_
8. S. Tax registration No. of client /Licensee \_\_\_\_\_
9. D.VAT registration No. of client /Licensee \_\_\_\_\_

Note: DMRC's authorized bank name and account No. to which payments to be made – M/s Union Bank of India, Karol Bagh Branch, IFSC code – UBIN 0530794, MICR code – 110026004, A/c No. - 307301110050008

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

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

To be filled by DMRC Officials

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of MGR/AM-Property Business

**Annexure-III (2)**

**FORMAT FOR APPROVAL FOR SUBMISSION OF PAYMENTS VIA RTGS/NEFT/ECS IN PB CONTRACTS**

To,

Delhi Metro Rail Corporation Ltd.  
O/o- General Manager/ \_\_\_\_\_  
2nd Floor, Metro Bhawan,  
Barakhamba Road,  
Delhi – 110001

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

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

Sir,

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

Thanking you

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

To be filled by DMRC Officials

On the request for the \_\_\_\_\_ (name of Licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC's authorized bank name and account No. to which payments to be made – M/s Union Bank of India, Karol Bagh Branch, IFSC code – UBIN 0530794, MICR code – 110026004, A/c No. – 307301110050008 subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PD contracts every time seven (7) before due date for approval of DMRC Ltd and submission of confirmation of deposition of payments before the due date.

Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature of MGR/AM-Property Business

**Annexure –IV**

**Availability of existing infrastructure related to electrical power supply (including capacity of electrical load that can be sanctioned), air-conditioning works, fire protection system & fire NOC, and the proposed corresponding terms/conditions/procedure w.r.t. above four issues with which the PD area shall be leased out to the licensee at D21 BUILDING 2<sup>nd</sup> floor of Airport Metro Express Line**

**Annexure –IV - A**

**1 ELECTRICAL POWER SUPPLY:**

**1.1 Availability of Electrical load:**

- a. Electric power required for commercial activity within footprint of D-21 Building 2<sup>nd</sup> floor is to be drawn from existing available source. Availing power supply from outside agencies in DMRC is not permitted. 2nd Floor proposed leased out areas are already furnished with all major facilities for main & common area viz. lights, small power sockets, air conditioning ducts & AHUs, ventilation, fire system along with sprinklers, detectors, hydrants etc. Availability of AHUs along with their electrical load, electrical & BTU metering points and Air conditioning feeding area is mentioned in Annexure-IV-A1, Annexure-IV-A2& Annexure-IV-A3.
- b. However, if any additional work to be undertaken in view point of Licensee to meet their specific requirement, then the corresponding work has to be got done by Licensee at his own cost subject to technical feasibility & ensuring compliance of statutory requirements, stipulations of Fire & safety norms and corresponding approval from DMRC.
- c. For common corridor area, Lighting will be provided by DMRC, however, lighting load consumption will be proportionately added on metering of individual licensee for 12 hours 100% lighting & 12 hours, 50% lighting.20% maintenance cost on their Metering will be charged extra.
- d. Any addition / up-gradation/ modification of existing electrical power system works if required, are to be taken up subjected to technical feasibility and approval from DMRC. If approved, same work can be carried out by Licensee with all cost to be borne by Licensee.
- e. For addition / up-gradation/ modification of electrical power system work carried out by Licensee under supervision of DMRC, a supervision fee of Rs 10,000/- per circuit / feeder will be charged by DMRC.

**1.2 Reliability of Power supply/ Use of DG set :**

Lighting and small power is on normal power supply. Licensee has to make its own arrangement for DG power requirement if envisaged. Please refer Annexure-IV-B for DG. However, air conditioning system is based on normal power network not on DG power supply network. No UPS supply will be made available to Licensee from DMRC system and Licensees can provide UPS / Inverter at their own cost in own premises, if desire or need arise.

**1.3 Specifications for electrical work:**

- a. For any addition / up-gradation/ subsequent extension / modification of electrical power system works carried out by Licensee, to be carried out in accordance with detailed electrical specifications as per Annexure-IV-C.

- b. The dismantled accessories of existing work as defined in 1.1.a above, if any, needs to be handed over to DMRC.
- c. The works executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.
- d. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all facilities installed by DMRC shall be sole property of DMRC. Licensee has to handover these in good order & working condition. The facilities installed by Licensee will be his own property and Licensee has to remove all these from the site. If facilities installed by DMRC have not been handed over in good working condition or Licensee found unable to remove his own installed facilities, DMRC has the right to rectify / remove the same and recover the corresponding cost from Licensee.
- e. For carrying out any addition / up-gradation/ subsequent extension/ modification work by Licensee / any work related to construction/ finishing work , for which power is required, licensee will apply for temporary electrical connection from DMRC. Temporary connection is given for reasonable time period. Format of application for seeking temporary connection and lists of documents required for same is attached at Annexure-IV-D.
- f. Licensee after completion of all electrical and fire safety works in leased premises in all respect duly complied to all safety norms prescribed by DMRC as per Annexure-IV-E, F & G, will apply for permanent electrical connection. After inspection and verification by DMRC representative to all compliance, Connection will be converted in to permanent one.
- g. If Licensee fails to complete the work as mentioned above in order to regularize temporary connection in to permanent connection with in reasonable time, temporary connection will also be disconnected. For this Licensee will be solely responsible.

#### **1.4 Electrical Metering:**

- a. Calibrated 3-phase CT / without CT operated Energy meters having TOD facility as per Delhi Tariff schedule shall be installed for each Licensee at all feeding point i.e. incomer feeder of existing panel/ DBs, Electrical feeder at Panel end for AHU etc. with all cost to be borne by Licensee. DMRC in any case will not provide meters to individual shops/ kiosk.
- b. One combined load will be sanctioned for all meters for each Licensee. The sanctioned load shall decide whether load is more or less than 108 kVA for purpose of deciding tariff.
- c. Electrical load & metering will be carried out after algebraic sum of consumed units of all meters installed.
- d. Energy Meters including connected accessories/ meter box / modification at panel/DB level to install meter etc., in line with specifications of DMRC to be procured, installed and commissioned by Licensee for his own metering at his own cost.
- e. Regular testing of all meters at defined interval will be responsibility of Licensee.

#### **1.5 Tariff for Electrical Metering:**

- a. Rate of electricity for temporary or permanent electrical connection shall be charged from licensee at whom concerned DISCOM would be charging, had they obtained electric connection from them as per prevalent tariff orders issued by DERC.
- b. Tariff applicable shall be NDHT for LT load greater than 108 kVA and NDLT below 108 kVA as per existing tariff order. However, same may change as per prevalent tariff orders.

#### **1.6 Operation and Maintenance:**

Licensee has to operate and maintain entire electrical system viz. lighting & small power DBs, their circuits, Lights, sockets, Air conditioning AHUs under its jurisdiction i.e. for

proposed leased out area. Entire system has to be maintained in line with good maintenance practice to maintain entire system in safe & working condition.

Licensee has to ensure that all the electrical work done within the Licensee premises including wiring, power outlets and gadgets for power distribution & air conditioning system are used, operated 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 Licensee has to indemnify DMRC against any loss accrued to the Licensee on this account. Further, the Licensee 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 licensee, all the loss shall be borne by the licensee.

## **2 AIRCONDITIONING SYSTEM:**

### **2.1 Availability**

- a. 2<sup>nd</sup> floor proposed lease out area air conditioning is already available from Depot building air conditioning system as defined in para 1.1.a above. Availability of AHUs along with their electrical load, electrical & BTU metering points and Air conditioning feeding area is mentioned in Annexure-IV-A1, Annexure-IV-A2 & Annexure-IV-A3.
- b. Existing Chiller capacity of D 21 building is 2 x 260 TR (1 working & 1 standby).
- c. Operating time of chillers is 0800 hrs to 2100 hrs for period of 15<sup>th</sup> March to 15<sup>th</sup> November for all working days.
- d. Proposed area is not provided with heating facility for winters.
- e. Air conditioning is on reliable Normal power supply not on DG backup.
- f. For meeting Air conditioning requirement, the Licensee will have to access / use the already installed system. Licensee is advised to have a site visit. Any additional works has to be carried out by Licensee at its own cost. Licensee is required to submit its plan to DMRC and DMRC will check that the plan submitted doesn't affect the building air conditioning system and the works undertaken are in line with safety norms of electrical & fire safety.
- g. If Licensee desires to achieve their extra air-conditioning requirement through provision of VRV/ package AC, then the same will have to be provided by Licensee at his own cost subject to technical feasibility of electrical load / space for pipeline / equipment installation. DMRC would try to consider request of Licensee provided it is feasible.
- h. Any addition / up-gradation/ modification of air-conditioning system works that require system augmentation to be taken up subjected to technical feasibility and approval from DMRC. If approved, same work can be carried out by Licensee.
- i. The dismantled accessories of existing DMRC installations, if any needs to be handed over to DMRC.
- j. Air conditioning & smoke extraction is integrated with Fire alarm and control system of depot in such a way that in event of fire, automatic smoke extraction system will work and air conditioning system to put off automatically for that respective floor level. Any addition / up-gradation/ modification /rectification on basis of above has to be carried out by Licensee.

### **2.2 Metering**

- a. All BTU Meters etc. including connected accessories/ meter box / valves / modification at connection level etc. to be procured, installed and commissioned by Licensee at his own cost.

- b. Calibrated BTU Meters provided by Licensee shall be installed at each tapping point to record the actual usage so as to being capable of measuring the entire air conditioning load being fed to Licensee through chilled water pipe system of DMRC. DMRC in any case will not provide meters to individual shops/ kiosk.
- c. However metering will be carried out on the basis of algebraic sum of consumed units of all meters installed.
- d. Regular testing/ calibration of all meters at defined interval will be responsibility of retailer.

### **2.3 Tariff charges**

- a. Charges of Air conditioning will be based on BTU / TR of actual consumption.
- b. The equivalent BTU / TR shall be as under
  - a. 1 Tr = 1.494 units (KVAH)
  - b. 10,000 BTU = 1.245 units (KVAH)

Equivalent Energy units derived on the above basis for the cost of providing chilled water supply by DMRC shall be charged based on same category energy unit rate applicable in terms of para 1.5 above. In addition to above, 20% charges over & above on these air conditioning charges will be added as Operation & maintenance charges for the high end installations maintained by DMRC viz. chillers, Pumps etc.

### **2.4 Operation and Maintenance:**

Licensee has to operate and maintain their entire Air-conditioning and mechanical system under its jurisdiction in line with good maintenance practice to maintain entire system electrically & Fire safely and in working condition.

## **3 Fire Alarm & Control System and Fire NOC:**

- a. Major fire system requirements viz. Detectors, sprinklers, hydrants are installed in 2<sup>nd</sup> Floor proposed leased out area and same is integrated with Building Fire alarm and control system.
- b. No Fire NOC is available for proposed leased out area. Licensee has to plan & carry out all fire system works to meet the statutory requirement of DFS at their own cost, got it verified by DMRC and seeks NOC from DFS department as per their retail planning.
- c. Existing capacity of Fire Fighting pumps and tanks are as under:
  - o Fire water tank ( 2 nos. of 100 KL)
  - o 1 no. 75 KW , 2850 LPM, 90 mtr head main pump and 1 no. 7.5 KW jockey pump, 180 LPM, 90 mtr head for fire hydrant.
  - o 1 no. 75 KW , 2850 LPM, 90 mtr head main pump and 1 no. 7.5 KW jockey pump, 180 LPM, 90 mtr head for fire sprinkler.
  - o 1 no. Diesel operated fire pump of capacity 2850 LPM, 90 mtr head in case of emergency.

Above infrastructure is already meeting the fire provision requirement of the D-21 building u/g, ground floor, 1<sup>st</sup> floor and 2<sup>nd</sup> floor area operation area of DMRC. Any addition / up-gradation/ modification to this existing system on account of Fire NOC category as per Licensee retail planning will have to be carried out by Licensee at his own cost so as to meet all statutory requirement of DFS department.

- d. Provision of portable fire extinguishers as per requirement to be provided by Licensee as per Annexure-IV-H.
- e. Putting up of signage for Emergency walkway/fire escape route/ refuse area/entrance/common area and their lighting, cleaning, maintenance and security is under Licensee scope of work.

- f. Licensee should not in any way obstruct or permit the obstructions of any emergency walkway/fire escape route/ refuse area/entrance/common area within or outside their premises.
- g. If the existing retail area structure / usage are required to be upgraded/ modified for commercial reasons, the same has to be carried out by licensee at its own cost duly ensuring that entire work on completion meets statutory requirement on Fire safety & electrical safety including meeting with the specifications of DMRC electrical items. The dismantled accessories etc., if any needs to be handed over to DMRC.
- h. Licensee shall not store or use flammable or explosive substance in their premises, except with the DMRC consent.
- i. On issue of permissibility to use coal/LPG/PNG and other electrical appliances for the purpose of cooking / serving the eateries, instructions / guidelines issued by PD/PB wing of DMRC may be referred. Clarification, if any may be sought from PB/PD Department only.
- j. Integration of water sprinkler system to the hydrant pipe line of DMRC will have to be carried out by Licensee by approaching Works (Civil Engg.) department of DMRC.
- k. Licensee has to operate and maintain entire Fire system under its jurisdiction in line with good maintenance practice to maintain and keep all fire hydrants, sprinklers, emergency lights, exit signage and fire fighting equipments in working order at all times and system meet all stipulations / requirement laid down by DFS

**4 General:**

- a. That except in the event of mechanical defect and/or electrical defect/ scheduled maintenance activity / any other defect not in control of DMRC, DMRC will provide electric supply, however , DMRC shall not be liable and / or responsible for any claim of whatsoever in nature arising out of them.
- b. Licensee to permit DMRC employee at all reasonable hours in normal case / at any time in emergency, to enter in the premises for the inspection or for any other purpose connected with the work.
- c. Licensee has to own entire Electrical Power supply from downstream the electrical energy metering points including energy meters , Air conditioning system from downstream the BTU metering points including meters and Fire alarm & control system on “ as is where is basis” at D-21 Building Second Floor, and licensee will have to operate & maintain the system / equipments installed by it to the best maintenance practice duly ensuring compliance of various stipulations related to electrical & fire safety. Any rectification /repair/ modification with regard to above has to be carried out by Licensee itself at its own cost. The licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time & costs associated in carrying out the above works.
- d. Licensee has to appoint his own Facility Manager at his own cost for looking after the operation & maintenance of various electrical power supply, distribution and air-conditioning system (i.e. all E&M activities) and fire protection system for the equipments/assets installed by the Licensee under his jurisdiction .
- e. If any work is carried out by DMRC for the licensee on being requested by the licensee, then cost for the same will be the actual cost incurred on the work by DMRC + 15% supervision charge of DMRC.
- f. Lifts: There are 3 nos., 20 passengers elevators serving to GF, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, & 4<sup>th</sup> floors of D21 building. DMRC is carrying out comprehensive maintenance of these elevators regularly. However, each Licensee has to provide unhindered access to DMRC representative for carrying out normal maintenance or emergency procedures.

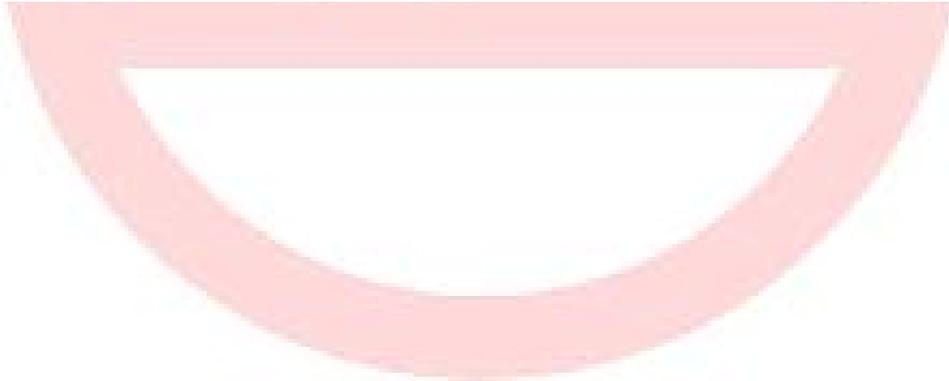
SN.	ROOM NO.	NOMENCLATURE OF THE ROOM	AVAILABLE ELECTRICITY LOAD IN KW	WHETHER ROOM IS HAVING CHILLER FACILITY, IF YES THAN LOAD OF FCC/AHU IN KW				TOTAL AVAILABLE ELECTRIC LOAD IN KW		FIRE DETECTORS		FIRE SPRINKLER SYSTEM		REMARKS
				NAME OF THE UNIT	RATING (KW)	QTY.	TOTAL LOAD OF AHU/FCU	TOTAL LOAD OF LIGHTINGS+POWER +AHU/FCU	ABOVE FALSE CEILING	BELOW FALSE CEILING	ABOVE FALSE CEILING	BELOW FALSE CEILING		
1	242	SOFTWARE DEVELOPMENT ROOM		CS-AHU	1.1	1	1.1		YES	YES	YES	YES		
2	243	TICKET ENCODING ROOM		CS-AHU	2.2	1	2.2		YES	YES	YES	YES	FAN INTALLED AT ROOF CEILING FOR CORRIDOR. ACCESS IS REQUIRED TO DMRC E&M STAFF AT THE TIME OF MAINTENANCE	
3	225	TICKET MANAGEMENT DISTRIBUTION ROOM		CS-AHU	1.5	1	1.5		YES	YES	YES	YES		
4	225a	TICKET STORE ROOM							YES	YES	YES	YES		
5	250	ECS MCC ROOM (BHS)		FCU	0.8	1	0.8		NO	NO	NO	NO	FAN INTALLED AT ROOF CEILING FOR CORRIDOR. ACCESS IS REQUIRED TO DMRC E&M STAFF AT THE TIME OF MAINTENANCE	
6	249	TRAIN CREW BOOKING ROOM		CS-AHU	2.2	1	2.2		YES	YES	YES	YES		
7	247	DEPOT MANAGER ROOM		CS-AHU	1.1	1	1.1		NO	YES	YES	YES		
		<b>TOTAL</b>	<b>40.0</b>				<b>8.9</b>	<b>48.9</b>						

Note :

1. Available Electrical Load is based on existing lighting points and power points. The same is to be considered as maximum connected load.
2. AHU/FCU load is based on installed CS-AHU, FM-AHU and FCU and is maximum connected load.
3. Licensee has to install its own BTU metering system on chilled pipe line as per nos of AHU/FCU at AHU/FCU end side along with valve to operate its system individually. All works including modification, connection in existing system will have to be carried out by the Licensee and all cost will be borne by the Licensee.
4. Lighting points and power wiring exist in Rooms. However, maximum connected load will be given from single point from isolator/MCB of distribution/panel box installed nearby. All cabling including metering and connection from the load point up to individual room/space for lighting and AHU points etc. are the Licensee.
5. Metering of AHU'S / FCU'S to be done at panel end side. All cabling including metering, connection from the load point up to AHU points etc. are the responsibility of Licensee and all cost will be borne by the Licensee.

ANNEXURE -IV-A2													
SN.	ROOM NO.	NOMENCLATURE OF THE ROOM	AVAILABLE ELECTRICITY LOAD IN KW	WHETHER ROOM IS HAVING CHILLER FACILITY, IF YES THAN LOAD OF FCC/AHU IN KW				TOTAL AVAILABLE ELECTRIC LOAD IN KW	FIRE DETECTORS		FIRE SPRINKLER SYSTEM		REMARKS
				NAME OF THE UNIT	RATING (KW)	QTY.	TOTAL LOAD OF AHU/FCU		TOTAL LOAD OF LIGHTINGS+POWER +AHU/FCU	ABOVE FALSE CEILING	BELOW FALSE CEILING	ABOVE FALSE CEILING	
1	245	CISF							YES	YES	YES	YES	
2	246	E&M OFFICE		FM-AHU	3.7	1	3.7		YES	YES	YES	YES	FAN INTALLED AT ROOF CEILING FOR CORRIDOR. ACCESS IS REQUIRED TO DMRC E&M STAFF AT THE TIME OF MAINTENANCE
3	224 b	CISF DELTA CONTROL ROOM		FCU	0.8	2	1.6		YES	YES	YES	YES	
4	254	GUEST ROOM		FCU	0.8	1	0.8		YES	YES	YES	YES	
5	255	GUEST ROOM		FCU	0.8	1	0.8		YES	YES	YES	YES	
6	256	GUEST ROOM		FCU	0.8	1	0.8		YES	YES	YES	YES	
		<b>TOTAL</b>	<b>35.00</b>				<b>7.70</b>	<b>42.70</b>					

- Note :**
1. Available Electrical Load is based on existing lighting points and power points. The same is to be considered as maximum connected load.
  2. AHU/FCU load is based on installed CS-AHU, FM-AHU and FCU and is maximum connected load.
  3. Licensee has to install its own BTU metering system on chilled pipe line as per nos of AHU/FCU at AHU/FCU end side along with valve to operate its system individually. All works including modification, connection in existing system will have to be carried out by the Licensee and all cost will be borne by the Licensee.
  4. Lighting points and power wiring exist in Rooms. However, maximum connected load will be given from single points from isolator/MCB of distribution/panel box installed nearby. All cabling including metering and connection from the load point up to individual room/space for lighting and AHU points etc. are the responsibility of Licensee and all cost will be borne by the Licensee.
  5. Metering of AHU'S /FCU'S to be done at panel end side. All cabling including metering ,connection from the load point up to AHU points etc. are the responsibility of Licensee and all cost will be borne by the Licensee.



ANNEXURE -IV-A3														
SN.	ROOM NO.	NOMENCLATURE OF THE ROOM	AVAILABLE ELECTRICITY LOAD IN KW	WHETHER ROOM IS HAVING CHILLER FACILITY, IF YES THAN LOAD OF FCC/AHU IN KW				TOTAL AVAILABLE ELECTRIC LOAD IN KW	FIRE DETECTORS		FIRE SPRINKLER SYSTEM		REMARKS	
				NAME OF THE UNIT	RATING (KW)	QTY.	TOTAL LOAD OF AHU/FCU	TOTAL LOAD OF LIGHTINGS+POWER +AHU/FCU	ABOVE FALSE CEILING	BELOW FALSE CEILING	ABOVE FALSE CEILING	BELOW FALSE CEILING		
1	207	AIR SCRUBBER ROOM		NIL	NA	NA	0		YES	NA	YES	NA		
2	208	AIR WASHER ROOM		NIL	NA	NA	0		YES	NA	YES	NA		
3	259	SPARE ROOM		NIL	NA	NA	0		YES	NA	YES	NA		
4	210	CAFETERIA		CS-AHU	2.2	1	2.2		YES	YES	YES	YES	FAN INTALLED AT ROOF CEILING FOR CORRIDOR. ACCESS IS REQUIRED TO DMRC E&M STAFF AT THE TIME OF MAINTENANCE	
5	211			NIL				0		NO	NO	YES	YES	
6	212			NIL				0		NO	NO	YES	YES	
7	217			NIL				0		NO	NO	YES	YES	
8	206	STORE		NIL	NA	NA	0		NO	NO	NO	NO		
9	213	TO FEMALE ROOM		FCU	0.8	2	1.6		YES	YES	YES	YES		
10	215	TO MALE ROOM		FCU	0.8	1	0.8		YES	YES	YES	YES		
11	216	ROOM IN FRONT OF TO FEMALE ROOM		FCU	0.8	1	0.8		YES	YES	YES	YES		
12	218	SPARE ROOM		NIL	NA	NA	0		YES	NA	YES	YES		
13	NA	LOUNGE AREA BEHIND LIFT P4		FCU	0.8	3	2.4		YES	YES	YES	YES		
14	214	ROOM INSIDE LOUNGE AREA		FCU	0.8	1	0.8		YES	YES	YES	YES		
<b>TOTAL</b>			<b>50</b>				<b>8.6</b>	<b>58.6</b>						

- Note :
1. Available Electrical Load is based on existing lighting points and power points. The same is to be considered as maximum connected load.
  2. AHU/FCU load is based on installed CS-AHU, FM-AHU and FCU and is maximum connected load.
  3. Licensee has to install its own BTU metering system on chilled pipe line as per nos of AHU/FCU at AHU/FCU end side along with valve to operate its system individually. All works including modification, connection in existing system will have to be carried out by the Licensee and all cost will be borne by the Licensee.
  4. Lighting points and power wiring exist in Rooms. However, maximum connected load will be given from single point from isolator/MCB of distribution/panel box installed nearby. All cabling including metering and connection from the load point up to individual room/space for lighting and AHU points etc. are the responsibility of Licensee and all cost will be borne by the Licensee.
  5. Metering of AHU'S /FCU'S to be done at panel end side. All cabling including metering ,connection from the load point up to AHU points etc. are the responsibility of Licensee and all cost will be borne by the Licensee.

**Guidelines for use of DG set by PB Licensee**

1. DG set shall be allowed only as standby power supply arrangement, after release of permanent supply.
2. Capacity of DG set should not be more than sanctioned load. DG set supply should be fed only to essential loads.
3. Proper size cable should be laid as per capacity of DG set. Electrical drawings and layout plans be got prior approval from DMRC/EIG.
4. Proper protection should be provided so that normal and DG supply are not mixed.
5. DG set should be silent type and noise and emission limits should be as per CPBC norms.
6. CPCB certificate of DG set should be submitted confirming the standards.
7. DG set should be installed in proper fencing/room so that inconvenience to commuters may be avoided.
8. Proper fire protection and suppression system should be provided for DG set room. Clearance shall have to be obtained from Fire Officer.
9. Proper maintenance of DG set should be carried out so that parameters are within CPCB limits.
10. Proper separate double earthing of DG set for body and neutral should be provided as per fault calculation. Neutral earthing should of copper.
11. DG exhaust stack height should not be less than  $H=h+0.2\sqrt{(KVA)}$ , where H=height of exhaust stack, h=height of building.
12. Diesel should only be stored in inbuilt tank of DG set.
13. Area allotted for DG set shall be billed for license fee.
14. EIG (Electrical Inspector General to Govt. of India) sanction is required before starting of DG set. Inside metro premises, DMRC nominated officer act as EIG.

### SPECIFICATIONS FOR ELECTRICAL WORKS

1. Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of DMRC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the licensee. The licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station load up to 10 KVA shall be given in single phase & in case of underground stations load upto 5KVA shall be given. Load above this shall only be given in three phase. Licensee is required to balance load at his end so that no unbalancing occurs at DMRC end.
3. Cables upto 6 Sq.mm. will be of copper conductor and above 6 Sq.mm. Aluminum conductor may be used. However in case of underground station use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core , with one core as earth. For three phase load four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations 2 separate earth wire of 8 SWG copper conductor shall be used.
4. For elevated stations all wires shall be FRLS. Cables shall be armoured, XLPE , FRLS. In case of Underground stations all wires and cables shall be armoured , XLPE FRLSZH and conform to NFPA-70 ,BS-6724 and BS6724.
5. The meter box along with MCB & ELCB will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table- E-1.
6. Use of any PVC material is not permitted in the underground stations
7. Licensee will provide their proposed protection philosophy with proper discrimination with upstream breaker and seek approval from DMRC.
8. Specification for all materials / works must follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same has to be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.
9. In case, the licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the rights to revoke the license and forfeited the interest free security deposit.
10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and Signage 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: E-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 licensee 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**

<b>S. N.</b>	<b>Item</b>	<b>Approved Makes</b>
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

**FORMAT OF APPLICATION FOR TEMPORARY POWER SUPPLY**

SN	ITEM	DETAILS
1	Name of the Licensee	:
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 meter installed (Make and rating) Attach Original Meter Test Report	:
10	Please confirm whether lockable meter box 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 / Attached Not
12	Attach Electrical Declaration as per Annexure F 1/F2 on Rs.100/- Non-judicial Stamp paper	: Attached / Attached Not

**PROCEDURE**

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

**FORMAT OF APPLICATION FOR PERMANENT POWER SUPPLY**

SN	ITEM	DETAILS
1	Name of the Licensee	:
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 meter installed (Make and rating) Attach Original Meter Test Report	:
10	Please confirm whether lockable meter box 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 as per Annexure F 1/F2 on Rs.100/- Non-judicial Stamp paper	: Attached / Not Attached
13	Attach Electrical Installation Test Report {In stipulated format as per Annexure-G} 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., licensee shall apply to concerned PD / PB department in above form.
2. Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.

**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, 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:

6. 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.
7. 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.
8. 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.
9. That the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly./Bi-monthly Bill. Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary.
10. 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.
11. 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.
12. 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.
13. That all the electrical work done within the Applicant’s premises including wiring, power outlets and gadgets for power distribution & air conditioning system are used, operated 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.

14. That specification for all materials / works will follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same will be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC.
15. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
16. 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.
17. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
18. That DMRC shall not be responsible for any interruption/diminution of supply.
19. **Others:**

- 14.1 Licensee will have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of 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.
- 14.2 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 in line with scope of work provided by DMRC. Approval to the layouts/schemes/details shall be taken from DMRC O&M wing.
- 14.3 Only FRLS /FRLSZH cable of required size shall be used for tapping off supply from DMRC fixed supply to licensee premises in rigid GI Conduit pipe in line with specifications of Electrical works provided to applicant by DMRC.
- 14.4 Licensee will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/caping. The Licensee shall use FRLS /FRLSZH copper wire of the required size in line with specifications of Electrical works provided to applicant by DMRC (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per DMRC's approval).
- 14.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10kVA/5 KVA in line with specifications of Electrical works provided to applicant by DMRC. Electrical load requirement exceeding above will be given on 3-phase, 415V, 50Hz subject to availability.
- 14.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
- 14.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be the permitted to use standby UPS/Inverter system will also be taken as a part of total connected load.
- 14.8 The Total Demand Load& Total Connected load shall be treated as same. Licensee will have to pay applicable demand charges as per the Total Connected Load Only.

- 14.9 Licensee shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
- 14.10 Licensee shall use Brand/make Electrical wiring and switch gear items in line with specifications of Electrical works provided to applicant by DMRC. The Electrical Contractor/agency at Licensee's cost shall carry the entire work. DMRC's representative may inspect and supervise the work.
- 14.11 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Licensee. Every shop/ property Development area must have enough fire Extinguisher as stipulated.
- 14.12 Licensee will not be allowed to provide Room Heating appliance of any kind.
- 14.13 The power shall be supplied normally as per approved sanction load by DMRC. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
- 14.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.
- 14.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.
20. 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.
21. 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.
22. That the supply shall not be extended/sublet to any other premises.
23. 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.
24. 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.
25. 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.
26. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
27. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of contractual and / or 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.

28. 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.
29. The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and a licensee but that of a commercial arrangement where the applicant has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

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

Date:

Place:

Signature of Applicant

(Full name)

Signed and delivered in the presence of:

Witness 1

Signature \_\_\_\_\_

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

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

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

Witness 2

Signature \_\_\_\_\_

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

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

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

***List of Documents to be submitted along with Declaration.***

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

**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. Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary.
5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. That the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Applicant’s premises including wiring, power outlets and gadgets for power distribution & air conditioning system are used, operated 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. That specification for all materials / works will follow the standards, codes and specifications as used by DMRC in the E&M works. If any item/ equipment/ work is not covered in standards, codes and specifications of DMRC, then the same will be procured / installed from reputed manufacturer/ make in line with relevant IS/IEC standard with prior approval of DMRC
10. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
11. 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.
12. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
13. That DMRC shall not be responsible for any interruption/diminution of supply.
14. Others:
  - 14.1 From the DMRC DB to main MCB / MCB of shops only XLPE insulated armored copper conductor LSZH cables shall be used. Licensee will have to provide a Low voltage switch-board with MCBs& 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.
  - 14.2 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 licensee 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.
  - 14.3 That the use of any PVC material is not permitted in the underground stations.
  - 14.4 Licensee will also do wiring within his shop/stall/KIOSK by using GI conduit. The Licensee shall use FRZHL 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).
  - 14.5 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.
  - 14.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
  - 14.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee will only be the permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system will also be taken as a part of total connected load.
  - 14.8 The Total Demand Load & Total Connected load shall be treated as same. Licensee will have to pay applicable demand charges as per the Total Connected load only.
  - 14.9 Licensee shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
  - 14.10 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the

- prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Licensee.
- 14.11 Fire Extinguisher: Every shop/ property Development area must have enough fire Extinguisher as stipulated.
  - 14.12 Licensee will not be allowed to provide Room Heating appliance of any kind.
  - 14.13 The power shall be supplied as per sanctioned load approved by DMRC. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 5 KVA on single phase and there after on three phase system if required by the Licensee will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
  - 14.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.
  - 14.15 In case, the Licensee is found mis-using Electricity or tampering with the Energy meter, a token penalty of Rs.1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.
15. 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.
  16. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purpose.
  17. That the supply shall not be extended/sublet to any other premises.
  18. 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.
  19. 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.
  20. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Applicant's name.
  21. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
  22. That DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of contractual and / or 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.
  23. 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.
  24. The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and a licensee but that of a commercial arrangement where the applicant has taken on lease/license a premise 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

Signature \_\_\_\_\_

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

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

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

Witness 2

Signature \_\_\_\_\_

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

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

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

***List of Documents to be submitted along with Declaration.***

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

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

- Allotment/possession letters, Lease deed
- General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}

**ELECTRICAL INSTALLATION TEST REPORT**

<b>SN</b>	<b>Description</b>	<b>Details</b>
1	Name & Address of the Licensee	
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.

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

**Seal & Signature of the Licensee**

**Seal & Signature of Electrical Contractor**

**(Holding Valid License )**

**FIRE SAFETY REQUIREMENTS**

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**

<b>TYPE &amp; SPECIFICATAION:</b> BIS approved stored pressure extinguisher as per IS 15683:2006 and of type 'A', 'BC' or 'ABC' conforming to risk protection as per IS 2190:1992. (Kg and Liters can be converted in same ratio i. e. 5Kg = 9 Liters)		
Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity:-		
<b>AREA</b>		
<b>Up to 10 Sq. m.</b>	<b>Above 10Sq. m. and below 50 Sq. m.</b>	<b>Above 50 Sq. m. and below 100 Sq. m.</b>
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 Liters 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, licensee is required to plan & carry out all fire system works to meet the statutory requirement of DFS at their own cost and got it verified by DMRC.

**Annexure-V****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 (Marbita 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
3	TERRAZZO TILES	Hindustan Tiles
		Nitco
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 Industraies (India) Pvt Ltd
		Action Tesa (Action Buildwell)
		Pergo
8	PU COATAED FLOORS	Cipy Polyurethanes
		H C Associaates
		Pidilite
		Shalimar Paints
9	GRC PAVING TILES	Sika
		Unistone
		Nimco Prefab Hindustan Tiles
10	PAVERS & CHEQUERED TILES	Unistone
		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 (Marbito Vitrified Tiles)		
11	MOSAIC TILES	Bisazza (Glass Mosaic Tiles)
		Mirdul Enterprises
		Italia
		Kenzai
		Opio
12	EMULSION PAINTS	Eon Ceramics
		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
		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	Unitile India Pvt Ltd		
		Oikos India Pvt Ltd		
		Acro Paints		
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
		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 sturdo 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
		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: 3589)	Jindal (Hissar)
		Surya
		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 BITTUMINOUS MEMBRANE ROOF WATERPROOFING	Multiplas Standard of Integrated Waterproofing Membrane Limited / SUPER THERMOLAY/POLYFL EX of STP Limited
		"LOTUS-3" of the Structural Waterproofing Co. Limited
		Sika
		Kemco
		KrytonBuildmat
		MBT
		FOSROC
61	INTEGRAL CRYSTALLINE WATERPROOFING METHOD	KrytonBuildmat
		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-VI**

**Handing Over Note**

Date: \_\_ \_\_ 201...

Space allotted at 2<sup>nd</sup> Floor of D21 Corporate Park (Schedule – I) of Airport Express Line, Admeasuring \_\_\_\_\_Sqm, is handed over to the Licensee, through Sh/Smt./Ms.....of M/s. .... office at.....on.....(date).....at.....(time), in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

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

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
PB Cell

\_\_\_\_\_  
E & M

\_\_\_\_\_  
Works

\_\_\_\_\_  
Operations

**Annexure-VII**

**Taking Over Note**

Date: .....201...

Vacant possession of the Space at 2<sup>nd</sup> Floor at Corporate Park (D21) Admeasuring .....Square meter is taken over by Authorized DMRC representative on .....(Date).....(Time) from the Licensee Through Sh/Smt./Ms.....of M/s. .... office at \_\_\_\_\_ in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
PB Cell

\_\_\_\_\_  
E & M

\_\_\_\_\_  
Works

\_\_\_\_\_  
Operations

**Annexure-VIII**

**Format of Bank Guarantee  
(For submission of Interest Free Security Deposit/ Performance Security)**

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks 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-110 001, 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 invited tender from the interested parties from the eligible Bidders (fulfilling eligibility criteria as laid down in Tender document) for assigning licensing rights.
2. Licensee shall commission, manage, operate, maintain, market and sub-license the licensed space as specified in this Agreement at its own cost. DMRC has agreed to provide to the Licensee the built-upon “as is where is basis”, herein after referred to as spaces, as mentioned below on the terms and conditions hereunder contained in this License Agreement.
3. This License is for a period of \_\_\_\_\_ (\_\_\_) years from the date of commencement of License Agreement, unless otherwise terminated/surrendered earlier.
4. The Bid offer submitted by M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ has been accepted by DMRC vide LOA No. \_\_\_\_\_ dated \_\_\_\_\_.
5. As per the terms of the above mentioned LOA, the Licensee shall have the licensing rights for the sites handed over to the Licensee during the License period.
6. The Licensee is also required to make payments of License Fee & other dues as per License Agreement and applicable taxes to DMRC.
7. The Licensee shall also: -

- a) bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement ;and
  - b) not assign or create any lien or encumbrance on the License Agreement hereby granted or on the whole or any part of the Project Facility nor transfer, or part possession therewith save and except as expressly permitted by this Agreement.
8. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) i.e. equal to half the annual license fee applicable for next financial year, as security for the performance and fulfillment 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.
9. 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 shall be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.
4. This Guarantee shall be irrevocable, valid and remain in full force 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 fulfillment 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 authorised to execute this Guarantee.
14. This guarantee shall come into effect forthwith and shall remain in force up to \_\_\_\_\_ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing. This Guarantee is valid for a period of \_\_\_\_\_ Months from the date of signing. [The initial period for which this Guarantee shall 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 \_\_\_\_\_

**PLANS OF LICENSED SPACE AT D-21 CORPORATE PARK**

Note: The Plans of licensed space at D-21 Corporate Park have not been uploaded on web site due to security concerns. However, location plans collected from the DMRC office and duly submitted along with Bid Documents shall form essential part of the License Agreement.



**Height Clearance Certificate**

Note: Height clearance certificate of licensed space at D-21 Corporate Park have not been uploaded on web site due to security concerns.

