DELHI METRO RAIL CORPORATION LIMITED

Licensing of 82 Built-up Shops at 37 Metro Stations in DMRC viz. Shahdara, Tis Hazari, Pratap Nagar, Kanhaiya Nagar, Rohini West, Rithala, Rohini Sector 18/19, Arjangarh, Sikenderpur, IFFCO Chowk, R.K. Ashram Marg, Jhandewalan, Karol Bagh, Rajendra Place, Patel Nagar, Shadipur, Kirti Nagar, Ramesh Nagar, Rajouri Garden, Subhash Nagar, Janakpuri East, Uttam Nagar East, Uttam Nagar West, Nawada, Dwarka, Punjabi Bagh, Shivaji Park, Madipur, Paschim Vihar East, Paschim Vihar West, Peeragarhi, Udyog Nagar, Surajmal Stadium, Nangloi, Nangloi Railway Station, Rajdhani Park and Badarpur Border metro stations

(Draft License Agreement)

Bid No. 116M0004

MARCH-2016

Delhi Metro Rail Corporation Ltd.

Metro Bhawan
Fire Brigade Lane, Barakhamba Road,
New Delhi-110 001
India

CONTENTS

Article No.	Items	Page No.
Contents		2
Draft License Agreement (DLA)		3-31
1.	Draft License Agreement	4
2.	Definitions	6
3.	Grant of License	9
4.	Maintenance and Operation of Shop	13
5.	Rights and Obligations	16
6.	Indemnity and Insurance	20
7.	Force Majeure	22
8.	Breaches/ Surrender/ Termination of License Agreement	23
9.	Dispute Resolution	26
10.	Representations and Warranties	28
11.	Miscellaneous	30
DLA Annexure:		32-70
Annexure- I	Detail of Built up Shop offered for Licensing	33
Annexure- II	List of Banned Usage	36
Annexure- III	Undertaking regarding payments though RTGS/NEFT/ECS	37
Annexure- IV	Rules and guidelines for release of Electrical Power	40
Annexure- V	Material Specification for renovation / refurbish of premises.	59
Annexure- VI	Handing Over Note	69
Annexure- VII	Taking Over Note	70

Open Bid for Licensing of 82 Built-up Shops at 37 Metro Stations

(Draft License Agreement)

Name and address of the Licensee to whom issued:

……..

……..

……

……

Date of issue……..

Issued by……

Place……..

ARTICLE: 1

DRAFT LICENSE AGREEMENT

Agreement No. _____ of Year 2016

This Agreement entered into at Delhi on this _____ day of _____ 2016 between 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 _____ and represented by (PROPREITOR/ COMPANY/ CONSORTIUM) _____, 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 revenue, had invited open Bid from the interested parties. Based on Bid Application Form (BAF) from Bidders, successful bidder (Name of Licensee/successful bidder) has been selected for assigning **licensing rights of Built-up Shop No. _____ with measuring area of _____ Sqm at _____ Metro Station in DMRC, on "*as is where is basis*"** to the **"Licensee"**.

(b) DMRC has agreed to provide to the Licensee,for commercial utilization the licensing rights of Built-up-Shop (pre identified by DMRC) on "as is where is basis", herein after referred to as shop, on payment of license fee and other charges to DMRC on the terms and conditions hereunder contained in this License Agreement.

(c) Licensee shall commission, manage, operate, maintain, sub-license and vacate the licensed shop (through proper License Agreement) allotted to them at DMRC station as specified in this Agreement at its own cost.

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

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

   i. Letter of Acceptance no _____ dated _____.

   ii. The written clarifications and addenda issued to the Bidders.

   iii. Request for Proposal (RFP),

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

The Licensee hereby covenants as follows: -

i. Licensee hereby assumes responsibility for shop no. _____ of DMRC at metro station as specified in Annexure-I. Licensee shall be responsible for manage, operate, maintain, sub-license and the vacate licensed shop as specified in this Agreement at its own cost. All the shop sites and formats proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics, and safety and security concerns.

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

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

B. 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.

…../…./2016	**…../…./2016**
(…….....…….)	**(…….....…….)**
	Authorized Signatory
FOR AND ON BEHALF OF DELHI METRO RAIL CORPORATION LIMITED	**FOR AND ON BEHALF OF LICENSEE**

In Witness whereof the LICENSEE and the DMRC have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

----------	----------
DMRC	**LICENSEE**

ARTICLE: 2

DEFINITIONS

(a) **"Agreement**" means the License Agreement to be executed between DMRC and the Selected Bidder in the format approved by DMRC and includes any amendments, annexure hereto made in accordance with the provisions hereof.

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

(c) **"Applicable Permits"** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the "Shop" during the subsistence of this Agreement.

(d) **"As is where is basis"** means licensee shall be licensed the said shop, 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 Shops rather licensee shall be required to hand over the licensed shop in original condition 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 shortlisted Bidder (Bidder) along with RFP 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:**

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.

(i) **"Commencement Date or Handover Date"** means the date on which shop is handed over by DMRC to the licensee, 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.

(k) **"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.

(l) **"Interest Free Security Deposit"** means interest free security deposit to be furnished by licensee to DMRC as per terms and conditions of license agreement, to be released after successful completion of license period.

(m) **"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 shop at approved location at metro station, 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 approved location of metro station.

(o) **"License Fees"** means the amount payable by the licensee to DMRC as per terms and conditions of the license agreement along with any kind of Central or State Taxes, local levies, statutory dues, etc that may be payable by the licensee 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) **"Permits"** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.

(r) **"Selected Bidder"** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.

(s) **"Shop"** means built-up area namely the specified area in metro station for commercial development as detailed in the Annexure-I given on license basis by DMRC to the licensee under and in accordance with this Agreement.

(t) **"Sub Licensee"** mean all persons who are allowed by the licensee to use the built up shop and facilities in the specified area.

(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 Agreement.

(w) **"Termination Date"** means the end of the license period from the commencement date or date of sooner determination of the license period in accordance with the terms of this Agreement whichever is earlier.

ARTICLE: 3

GRANT OF LICENSE

3.1 A built-up Shop No. _____ at _____ Metro Station is being offered for licensing, as detailed in **Annexure-I.** The built-up shop shall be handed over for commercial activities (except for banned activities/negative list as per **Annexure-II**), as per **Annexure-VI**, within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance. Actual area (carpet area) shall be measured at the time of handing over of the shops. The actual area will be measured and variation of area may occur. However the payment of license fees will be adjusted on pro rata basis as per the actual area allotted. Interest free security deposit will not be readjusted if the variation in area handed over is up to 10% else security deposit will be readjusted according to actual area. Area shall be charged for license fee if the clearance of ceiling from floor level is 8 feet or above else it shall not charge. In this instant case the Shop admeasuring _____ **Sqm** has already been handed over to the Licensee on _____.

TENURE OF LICENSE

3.2 Licensing Rights of built-up shop shall be for a period of nine (9) years, unless otherwise terminated by DMRC or surrendered by the licensee at an earlier date. The license shall further extendable for the period of 6 (six) years on mutually agreeable terms and conditions. The tenure of License Agreement shall be commenced from the date of handing over of possession or date mentioned in letter or notice for taking over possession of licensed shop, whichever is earlier.

3.3 The licensee shall have option to exit from the License Agreement only after a lock in period of two (2) years from the date of commencement of agreement. For this Licensee shall have to issue six month/180 days prior notice to DMRC:

i) The licensee shall have option to exit from the license agreement immediately after completion of lock in period of two years. For this, the licensee shall give 180 days prior intimation to DMRC before completion defined lock in period. In this case, prior intimation can be given after 1 ½ years. However, option to exit will be available only after two years. In such a case balance interest free security deposit / performance security of the licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of the licensee to DMRC. DMRC may also recover the balance outstanding dues, if are more than interest free security deposit/ performance security, from the other contracts of the licensee in DMRC. Balance outstanding dues, if are more than interest free security deposit/performance security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating at "Zero" or "Nil" value.

ii) If the licensee is desirous of terminating the license after expiry of lock in period of two years but without serving any intimation period of shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such improper intimation period. In such cases, the interest free security deposit/performance security shall be refunded to the licensee after adjustment of license fee for period shorter than 180 days (NOTICE PERIOD) and outstanding dues , if any. DMRC may also recover the balance outstanding dues, if are more than interest free security deposit/performance security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than interest free security

deposit/performance security, shall be also recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating as "Zero" or "Nil" value. DMRC shall be free to dispose of the said property/goods in whatsoever manner it deems fit. Licensee shall have no claim for compensation of consideration/ damages in this regard.

iii) If the licensee is desirous of terminating the license hereby created before expiry of lock in period of two years, the license agreement shall deemed to be terminated on the date mentioned in termination/surrender notice, subject to confirmation by DMRC. In such a case, the balance interest free security deposit/performance security shall be forfeited in favor 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, shall also be recoverable from the licensee before licensee id permitted to remove their establishment(s) or else DMRC will seize their property treating as "Zero" or "Nil" value. DMRC shall be free to dispose of the said property/goods in whatsoever manner it deems fit. Licensee shall have no claim for compensation of consideration/ damages in this regard.

3.4 If the licensee is desirous of surrender the licensed shop before the lock-in period of two (2) years, the interest free security deposit shall be forfeited by DMRC after adjustment of all dues payable by the Licensee to DMRC.

LICENSE FEE

3.5 The shop shall be handed over to Licensee on _____. The License fee for shop shall commence w.e.f. _____ considering 60 days fit out period for preparation/ renovation of licensed shop/ space and shall be charged till the termination/ completion of agreement.

3.6 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 authorize representative of the Licensor.

3.7 The half-yearly license fee of Rs. _____/- (Rupees _____ only) plus service tax as applicable shall be paid on half-yearly basis in advance to DMRC by the last day of the previous half-year. The accepted rate is Rs. ____/- (Rupees _____only) per Sqm per month as shown in the letter of acceptance issued to _____ vide letter no. _____ dated _____ duly accepted by the Licensee. This has also been illustrated below for better understanding of licensee–

- The Billing Cycle 1st Jan - 30th Jun
- Period for the issue of invoice 1st Dec - 15th Dec
- Last Date of payment of Dues to DMRC 31st Dec

The licensee shall preferably make payment of advance Half Yearly License Fees to DMRC by E-mode i.e. RTGS/NEFT after obtaining prior approval of DMRC as per Annexure-III, III(1) & III(2).

3.8 A Half-yearly Other Maintenance Charges of Rs 250/- per sqm of actual carpet area licensed would be payable to DMRC along with the advance license fee. This amount would be Rs. 300/- per half-yearly, of actual carpet area licensed if the site has provision

for supply of water. **The license fees and other maintenance charges shall be increased by 20% on compounding basis after completion of every three years of license period.**

3.9 Along with License Fees, Licensee shall also pay other dues i.e. statutory dues/ liabilities, electricity and water consumption charges, damage/penal charges, pending arrears, etc. as applicable time to time.

3.10 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.

3.11 Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Article-8 of the License Agreement. Besides, the licensee shall pay 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 accrue on monthly compounding basis till 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.

3.12 In case payment is not made by due date, 15 days' notice to cure the Licensee's Event of Default shall be issued. In the event of licensee failing to cure the Default, DMRC shall be entitled to terminate the license after issuing 30 days' termination notice and shall be free to forfeit Interest Free Security Deposit after adjustment of all dues payable by the licensee what so ever and take such other action available to it under this Agreement and as per Law. The utilities being provided to the licensee may be disconnected after 15 days of termination notice if the licensee fails to deposit the outstanding dues.

3.13 The licensee shall vacate licensed shop by taking away all his articles and hand over vacant shop to respective Station Manager on or before the 30 days grace period from date of issue of termination notice otherwise DMRC shall take over the possession of the property goods and all the belongings/ inventory/ property/ installations/ fittings/ goods etc. shall be evacuated and vested in DMRC at Zero/Nil value. Further DMRC shall be free to dispose of these goods by any procedure as deemed fits manner. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future. Demurrage/ penal charges at the rate of two times of License Fees prevailing on the date of termination of License Agreement shall be admissible after 30 days from the date of termination of License Agreement.

3.14 The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from concerned Station Manager or its authorized representative in proof of licensee having vacated the site shall be required to be submitted by the Licensee. Any claim of vacation/ non-vacation without the endorsement of Station Managers or its authorized representative shall not be entertained.

INTEREST FREE SECURITY DEPOSIT

3.15 Licensee shall pay Interest Free Security Deposit to DMRC, equivalent 12 months License Fee as Security Deposit. The Interest Free Security Deposit shall be accepted in the form of DD/PO only favour of DMRC Ltd & drawn on a scheduled commercial bank & payable in Delhi/New Delhi.

3.16 The Interest Free Security Deposit shall be increased by 20% on successful completion of every three years on of license period on compounding basis.

3.17 Interest Free Security Deposit shall be refunded after successful completion of the full term of the License period i.e. 9 (nine) years from commencement date of License Agreement or on surrender of the licensed shop as provided above in para 3.3 in case the licensee opts to exit from the contract before full term.

3.18 DMRC reserves the right for deduction of DMRC dues from Licensor's Interest Free Security Deposit 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 irregularities committed by the Licensor.

(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 payment due to DMRC as per License Agreement.

3.19 Once any amount is debited from the interest free security deposit, the Licensee shall reimburse the security deposit to the extent the amount is debited, within 15 days period failing which it shall be treated as Licensee's Event of Default.

3.20 Interest Free Security Deposit shall be forfeited after adjustment of all dues what so ever in case of any Licensee Event of Default.

TAXES AND OTHER STATUTORY DUES

3.21 The property tax applicable, if any, on the property of DMRC shall be borne by DMRC on the rate applicable as on the date of invitation of bid on DMRC website.

3.22 Service tax, as applicable time to time, shall also be borne by Licensee.

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

3.24 Payment of all stamp duties for registration of built-up shop is required to be executed foe license agreement in pursuance of this Bid and that shall be borne by Licensee.

ARTICLE: 4

MAINTENANCE AND OPERATION OF SHOPS

4.1 **Alterations and Renovations:**

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

(b) All the work shall be done at the cost of licensee complying and strictly following the safety procedure, measurement and guidelines laid down on Annexure- IV & V. If it is noticed at any stage that licensee is not complied the safety procedure, measurement and guidelines laid down on Annexure- IV & V, a penalty up to Rs. 25,000/- per instance per shop shall be imposed on the Licensee.

(c) The Licensee shall be responsible for the costs of removing debris from the premises and shall be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by DMRC including any extra security costs, which are caused by, or in connection with, the works shall also be charged to the Licensee‘s account. The Licensee shall have to bear the cost of the damage plus service charges. However before incurring any such costs the Licensee shall be briefed on the requirements by DMRC.

4.2 **Maintenance & Repairs:**

(a) Licensee shall bear the cost of minor day-to-day repairs and maintenance including white washing. All major repairs due to constructional defects shall be the responsibility of DMRC. If the major repairs or maintenance required to be carried out by DMRC are not carried out within reasonable time, the licensee shall have the right to get the needful done with prior written consent of DMRC and deduct the cost thereof from the amount payable to DMRC.

(b) The Licensee shall be at liberty on the termination of this license to remove or take away such fixtures, fittings and electric appliances installed by it leaving the licensed premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.

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

4.3 **Operation of Shops:**

(a) Licensee shall ensure proper storage of the packaged products ensuring that there is no contamination or decay of products or raw materials.

(b) Licensee shall ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times.

(c) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer of DMRC for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the fire officer. Non compliance may be treated as breach of contract and license shall be terminated.

(d) Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/ fires. The instructions in this regard by the DMRC electrical inspector/authorized representative must be complied with. Any cost/s associated with implementation of such instruction shall be borne solely by the licensee. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensations or any other consideration whatsoever on account of implementing the instruction issued by DMRC fire officer, electrical inspector, Security officer or their authorized representatives from time to time.

(e) Licensee shall keep and maintain the licensed shop in neat, clean condition and in safe and sound manner during the license period. Any defective, week or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident/ injury caused due to error/ omission attributable on the part of licensee, the licensee shall be responsible for all compensation.

(f) 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, commuter's convenience, safety of metro properties and its assets. In case of serious accident caused due to negligence of the licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property, it shall constitute Material Breach of Contract and considered Licensee Event of Default that shall entitle DMRC to terminate the License Agreement with 30 days written notice.

(g) Access to stations shall be regulated by the office of the General Manager/Property Business and licensee is required to take necessary permissions in this regard from the office of General Manager/Property Business as per extant policy of DMRC. It is clarified that the permission to the licensee shall not be unduly denied.

(h) Entry and access in paid area by the workmen of the licensee shall be through smart card and its cost shall be borne by the licensee. Identity Cards shall be issued by DMRC but these ID cards shall not be applicable for making journey in trains and entry/ exit to paid areas of Stations.

(i) The Licensee shall ensure safety and security of licensed shop. DMRC shall not take any responsibility.

(j) Joint inspection of shop shall be conducted by DMRC officials and Licensee, at least fortnightly. Discrepancy noticed or instructions issued by DMRC shall be rectified/ complied by the Licensee within a period of 7 days, failing which DMRC reserves the right to impose fine up to Rs. 5,000/- per instance of irregularity per week per shop. Deliberate or willful non-compliance of DMRC written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default that shall entitle DMRC to encash security deposit and or terminate the License Agreement after giving 30 days notice to the Licensee. Such termination of the License Agreement and forfeiture of the interest free security deposit by DMRC after adjustment of all dues what so ever shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.

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

(l) Encroachment: The Licensee shall strictly not encroach up common areas/circulating areas or any other space, and restrict his operation to within the area licensed. In case, the licensee encroaches upon the common area, circulating area or any other space then a fine/ compensation @ Rs. 1000/- 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.

(m) Further, DMRC can impose the fine on licensee up to Rs.5,000/- per offence per week per shop 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

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

(n) On operational ground/ administrative exigency, the licensor may ask the licensee to vacate any Shop. Thereupon, the Licensor shall refund the interest free security deposit on prorata basis. The Licensee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason.

ARTICLE: 5

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 commercial activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, fire fighting, telecommunication, etc.;

(b) to operate and maintain the Licensed Area at all times in conformity with this Agreement;

(c) 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.;

(d) to take all reasonable steps to protect the environment (both on and off the Licensed Shop) 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;

(e) to duly supervise, monitor and control the activities of sub-Licensee, if any, under their respective License Agreements as may be necessary;

(f) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over all or any part of License shops or the Licensed Shop's Assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;

(g) to keep the Licensed Shop 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.

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

(i) to comply with the divestment requirements and hand over the Licensed Shop 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 the Licensee, 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 Shop 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.

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 shop/premises 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 The licensees shall be entitled to sub-license the license shop/ spaces during the subsistence of the license period with prior approval to DMRC. However, for any such sub-license the following guiding principles shall be scrupulously observed.

(a) The licensee shall prepare a draft standard format of the sub-license agreement, which shall be required to sign with the sub-licensees for the use of the licensed shops/ spaces based on terms and condition of license agreement between DMRC and Licensee. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licenses shall be co-terminus with the termination of the license agreement, including on sooner determination of the license period for any reason whatsoever of termination of the sub-licensee's rights. The licensee/ sub-licensee shall not have any claim or seek any compensation from DMRC for such termination.

(b) The licensee shall obtain the prior approval of DMRC for a format of standard sub-license agreement before its execution with any sub-licensee. In case, any deviation in this format of standard sub-license agreement is required, the Licensee shall again obtain prior approval of DMRC before entering into an agreement with the 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.

5.6 Except for the sub-licensing the use of shop, the licensee shall not assign any of its rights, or interest in this Agreement in favour of any company/person(s) at any time and for any reasons whatsoever.

5.7 DMRC's Infrastructure Facilities:

(a) Licensee shall apply electricity connection, Air-conditioning, Water & Drainage, other amenities/ proposals etc. individually for licensed shop along with requisite documents

(b) Electricity:

The Electrical Load is available for licensed shop. Electrical work, if required, shall be carried out in accordance with rules and guidelines for release of Electrical Power as per Annexure- IV**.** All costs associated with provision of electricity shall be borne solely by the licensee.

(c) Air-conditioning/ Refrigeration Load:

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

(d) Solid Waste:

The Licensee shall have to make arrangements for disposal of solid waste, which shall be got removed from the premises on a daily basis to ensure perfect cleanliness. The Licensee shall have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste shall need to be expelled into a common dump or waste area provided/ indicated by DMRC. If solid waste is found disposed off on DMRC land or premises a penalty/fine of Rs.2,000/- shall be imposed by DMRC for each occasion.

(e) Water & Drainage

The Water/drainage for licensed shop shall provide depend upon technical feasibility and availability. DMRC Water charges as on date, if provided, shall be charged Rs. 1,200/- per month for shops of carpet area up to 100 sqm and Rs. 2,000/- per month for shops having carpet area above 100 sqm along with Service tax (if applicable at any instance of time). Water charge is to be escalated at the rate of 5% after one year on compounding basis.

(f) 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. DMRC reserves the right not to give such permission.

(g) Parking

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

5.8 **Services to be Provided by DMRC:**

Reasonable security services for the station building, cleaning, trash removal and washing of the station building premises, adequate lighting in the common areas and exterior lighting outside the station building. In the event that any one of the services provided for

by DMRC may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, DMRC shall not be liable to the licensee therefore provided however that DMRC shall use its best efforts to restore such services as soon as reasonably possible.

5.9 **CCTV surveillance inside built-up shop:**

As per the prevailed guidelines of Government/ Delhi Police, the licensee shall install Closed Circuit Tele Vision (CCTV) for coverage of entire areas inside the licensed premises. Special care shall be taken for the surveillance of the customers who access the licensed premises. Footage of at least last seven days shall be produced for security purposes and same shall be available if authorized officials of DMRC/ Delhi Police inquire for it.

5.10 **Additional space for Antenna and Other Utility Equipment:**

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

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

ARTICLE: 6

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

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 Property Business Wing of DMRC in accordance with DMRC's policies regulations prevalent at that time.

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 damage charges to be incurred if the licensed shop are not been handed over to DMRC in good condition as required under this agreement.

6.9 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.

6.10 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.

6.11 The Licensee shall indemnify and keep indemnified DMRC for any losses/ penalties on this account levied by any judicial/statutory authorities/courts, in case, the Licensee misused all liabilities for mis-user charges and mis-user proceedings.

6.12 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.

ARTICLE: 7

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, and

(g) Any other similar things beyond the control of the party, except court order/ court judgment.

7.2 Occurrence of any Force Majeure shall be notified to the other party within 15 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 shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.

ARTICLE: 8

BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT

Surrender of License Agreement:

8.1 The Licensee shall have option to surrender the license agreement hereby created provided that

(a) The Licensee successfully completes initial 2 (Two) year 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/ 180 days advance notice, in writing, from licensee for its intention to surrender the license agreement after expiry of initial two 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 vacant and peaceful possession of licensed shop, to DMRC, free from all encumbrances and in original conditions free of cost within 15 (fifteen) days from the closure of License agreement.

8.2 If licensee satisfies the above said conditions of surrender of License Agreement, DMRC shall refund interest free Security Deposit after recovery/adjustment of any amount/s due to Licensee and following the provisions of clause 3.3 of agreement.

Breach of License Agreement/ Licensee's Events of Default:

8.3 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. Change in ownership of Licensee by sale, merger or acquisition and if the new entity owning the Licensee is unable to demonstrate its ability to satisfactorily fulfill obligations of the Licensee to the satisfaction of DMRC.

ii. Any dilution in the equity stake of the JV/Consortium by the Licensee in the first three years of the License Period.

iii. Any dilution in the equity stake of the JV/Consortium after three years of the License Period without prior permission of DMRC.

iv. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time 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 shop, save and except as otherwise 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 be wound 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 Shop(s).

(n) If the licensee is found to be violating the list of banned usage as per Annexure-II.

Termination of License Agreement by DMRC:

8.4 Provided that in the event of application of clauses 8.3 (a) and (b) above, DMRC shall give to the Licensee 30 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.

8.5 On operational ground or any other Administrative Exigencies: DMRC reserve the rights to terminate the License Agreement by giving six month advance notice in such exigency. The License agreement shall stand terminated and the Security deposit shall be refunded after adjusting outstanding dues, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. Licensee shall remove his belongings from DMRC premises within 30 days of

issue of termination letter, failing which these belongings shall become property of DMRC. DMRC shall be free to use/ dispose-off these belongings in whatever manner as deemed fit. Licensee shall have no claim, compensation or consideration on any account of these belongings.

8.6 Termination for Force Majeure: The License Agreement may be terminated for Force Majeure Reasons as specified in Article 7.1.

Other Conditions:

8.7 After termination/ surrender/ expiry of License period or due to force majeure events, Licensee shall forthwith vacate the said premises and remove its furniture, fixtures, equipment as well as its personnel from the said premises without causing any damage to the property of DMRC.

8.8 On termination of License Agreement in the Event of Default by Licensee, DMRC shall forfeit the interest free security deposit and advance license fees paid by the date of termination after adjustment of all dues what so ever. Moreover, 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.

8.9 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

8.10 After completion of the tenure of the license/ pre-mature termination/ surrender, the Licensee voluntarily agrees to remove all his belongings/equipment installed by Licensee inside the shop within 30 days grace period from the date of issue of termination of License Agreement, failing which, it shall become the sole property of DMRC at zero/nil value and DMRC shall be free to do as it deems fit with the same. The license agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account.

8.11 All sub-licenses/ third party agreements, entered by the Licensee, shall stand terminated on expiry of agreement between DMRC and Licensee.

8.12 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 shop.

8.13 DMRC's Right to Re-market the licensed shop on Termination:

(a) DMRC shall have right to re-market the licensed shop on termination of this Agreement for any reasons whatsoever.

(b) DMRC if it deems necessary shall also have the right to seal or lock the licensed shop upon termination.

ARTICLE: 9

DISPUTE RESOLUTION

9.1 Conciliation

(a) In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation. All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall in the first place be referred to a Sole conciliator appointed by Director, DMRC on receipt of such request from either party.

(b) The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect as of arbitration award. The licensee shall have no objection if the sole conciliator is an employee of DMRC. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings/ Court proceedings. The venue of such conciliation shall be at Delhi/ New Delhi. The decision of the Sole conciliator shall be binding on all the parties. The cost of Conciliation shall be borne by the respective parties equally.

9.2 Arbitration

(a) If the efforts to resolve all or any of the disputes through conciliation fail, then such disputes or differences, whatsoever arising between the parties, shall be referred to arbitration. 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 shall choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/ demand of appointment of Arbitrator from either party.

(b) 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.

(c) 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.

(d) 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.

9.3 During the pendency of arbitration / conciliation proceedings, the Licensee shall continue to perform and make due payments due to DMRC as per 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.

ARTICLE: 10

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 shop;

(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 shop, 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 shop 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, if required for seeking any permission pertaining to commercial activities from any Government Agency, necessary documents pertaining to DMRC properties.

ARTICLE: 11

MISCELLANEOUS

11.1 All penalty amounts mentioned in this agreement shall become double after completion of 3(three) years of license agreement.

11.2 Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines. 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 and these personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.

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, within 60 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of media installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) shall be furnished by the Licensee to DMRC. All the Licensor's personnel shall be required to possess ID card while working in DMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

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

11.6 Signage:

(a) The Licensee shall have the right to put up only one signage of size up to 15 sqft and width up to 1½ feet for displaying generic name of the Shop. 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.

(b) The Licensee shall need to obtain a written approval from DMRC by way of a notice before putting up any form of signage and DMRC reserves the right to refuse or to suggest an alternation to the same. The signage shape and location etc are subject to architectural controls to be issued by DMRC.

(c) Placement of Signage without the permission of DMRC or placement in non-approved locations shall attract a penalty up to of Rs. 5,000/- per signage on the first occasion and up to Rs. 50,000/- per signage on the second occasion. In case of persistence default, DMRC reserve the right to terminate the agreement with forfeiture of the (interest free) security deposit and advance license fees paid in its favour after adjustment of all dues what so ever.

(d) No advertisement in any format shall be permitted in/ on the licensed shop.

11.7 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,
4th Floor, B 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.

Open Bid for Licensing of 82 Built-up Shops at 37 Metro Stations

(Draft License Agreement Annexure)

Name and address of the Licensee to whom issued:

……..

……..

……

……

Date of issue……..

Place……..

Annexure-I

Details of 82 Built-up Shops, vacated as on 30.06.2015, at 37 Metro Stations available for Open tender

S.N.	Metro Stations	Shop No.	Carpet Area in sqm)	Current Status	Location (Paid/ Unpaid Area)	Reserve Price (Rs./sqm/mth)	Bid Security Amount (in Rs.)
Line-1 (Red Line)							
1	Shahdara	SHD_14_GN	20.00	Vacant	Unpaid	630.00	34,000.00
2		SHD_15_GN	18.90	Vacant	Unpaid	574.00	29,000.00
3	Tis Hazari	TZI_02	10.04	Vacant	Unpaid	504.00	14,000.00
4	Pratap Nagar	PRA_1B	42.09	Vacant	Unpaid	325.00	36,000.00
5		PRA_3B	11.68	Vacant	Unpaid	451.00	14,000.00
6		PRA_2C*	72.37	Vacant	Unpaid	540.00	103,000.00
7		PRA_6C	14.00	Vacant	Unpaid	539.00	20,000.00
8		PRA_10C	44.43	Vacant	Unpaid	400.00	47,000.00
9		PRA_11C	8.81	Vacant	Unpaid	1,440.00	34,000.00
10		PRA_15C	42.18	Vacant	Unpaid	457.00	51,000.00
11	Kanhaiya Nagar	KN_1C	13.49	Vacant	Unpaid	409.00	15,000.00
12		KN_2C	14.49	Vacant	Unpaid	409.00	16,000.00
13	Rohini West	RHW_C2*	13.34	Vacant	Unpaid	2,475.00	87,000.00
14	Rithala	RI_01	17.38	Vacant	Unpaid	855.00	39,000.00
15		RI_04*	17.13	Vacant	Unpaid	1,125.00	51,000.00
Line-2 (Yellow Line)							
16	Rohini Sector 18/19	RISE_G_1	25.00	Vacant	Unpaid	350.00	23,000.00
17		RISE_G_2	52.00	Vacant	Unpaid	350.00	48,000.00
18	Arjangarh	AJG _C_1	10.30	Vacant	Unpaid	324.00	9,000.00
19	Sikanderpur	SKRP_C_1	41.76	Vacant	Unpaid	1,200.00	132,000.00
20	IFFCO Chowk	IFOC_C_1*	10.00	Vacant	Unpaid	1,330.00	35,000.00
Line-3 (Blue Line)							
21	R.K. Ashram Marg	U22 GCS	21.82	Vacant	Unpaid	986.00	57,000.00
22		U22 HCS	19.75	Vacant	Unpaid	986.00	52,000.00
23		U22 JCS	21.53	Vacant	Unpaid	650.00	37,000.00
24	Jhandewalan	JW_C2	8.95	Vacant	Unpaid	3,888.00	92,000.00
25	Karol Bagh	KB_G3*	30.13	Vacant	Unpaid	3,870.00	2,00,000.00
26	Rajender Place	U22 AGN*	15.09	Vacant	Unpaid	1,395.00	56,000.00
27		U22 BGN	14.57	Vacant	Unpaid	1,491.00	57,000.00
28		U22 FCS	27.50	Vacant	Unpaid	684.00	50,000.00
29		U22 GCS	30.00	Vacant	Unpaid	711.00	56,000.00
30	Patel Nagar	PN 3G	13.91	Vacant	Unpaid	1,368.00	50,000.00
31	Shadipur	SP_7G	16.22	Vacant	Unpaid	477.00	21,000.00
32		SP_3C	19.38	Vacant	Unpaid	912.00	47,000.00
33		SP_5C	17.13	Vacant	Unpaid	432.00	20,000.00
34	Kirti Nagar	KNR_5G	58.59	Vacant	Paid	540.00	82,000.00
35	Ramesh Nagar	U22 JCN	20.70	Vacant	Unpaid	324.00	18,000.00
36		S. NO. 8	12.96	Vacant	Unpaid	378.00	13,000.00

S.N.	Metro Stations	Shop No.	Carpet Area in sqm)	Current Status	Location (Paid/ Unpaid Area)	Reserve Price (Rs./sqm/mth)	Bid Security Amount (in Rs.)
37	Rajouri Garden	U22 CCS	17.21	Vacant	Unpaid	982.00	45,000.00
38	Subhash Nagar	U22 EGN	18.62	Vacant	Unpaid	325.00	16,000.00
39		U22 BGS*	16.90	Vacant	Unpaid	936.00	42,000.00
40		U22 DGS	17.86	Vacant	Unpaid	335.00	16,000.00
41		U22 EGS	19.32	Vacant	Unpaid	335.00	17,000.00
42		U22 GCN	18.46	Vacant	Unpaid	594.00	29,000.00
43	Janakpuri East	U22 DGS*	40.80	Vacant	Unpaid	990.00	106,000.00
44	Uttam Nagar East	UNE_1C	11.02	Vacant	Unpaid	1,440.00	42,000.00
45	Uttam Nagar West	U22 AGN	19.06	Vacant	Unpaid	378.00	19,000.00
46		U22 BGN	13.93	Vacant	Unpaid	756.00	28,000.00
47		U22 DGS	15.75	Vacant	Unpaid	225.00	10,000.00
48		U22 GCS	20.14	Vacant	Unpaid	270.00	15,000.00
49		U22 HCS	17.77	Vacant	Unpaid	260.00	13,000.00
50		U22 JCS	14.33	Vacant	Unpaid	270.00	11,000.00
51	Nawada	NWDA 2C	19.56	Vacant	Unpaid	295.00	16,000.00
52		NWDA 5C	16.82	Vacant	Unpaid	519.00	23,000.00
53	Dwarka	DW_1G	37.00	Vacant	Unpaid	479.00	47,000.00
54		DW_2G	35.00	Vacant	Unpaid	479.00	44,000.00
Line-5 (Green Line)							
55	Punjabi Bagh	PBGA_1	80.91	Vacant	Unpaid	252.00	54,000.00
56		PBGA_4	5.78	Vacant	Unpaid	810.00	13,000.00
57	Shivaji Park	SHVP_4	85.00	Vacant	Unpaid	224.00	50,000.00
58	Madipur	MAPR_1	80.58	Vacant	Unpaid	209.00	45,000.00
59		MAPR_3	41.08	Vacant	Unpaid	209.00	23,000.00
60	Paschim Vihar East	PVE_3	40.75	Vacant	Unpaid	260.00	28,000.00
61	Paschim Vihar Wes	PVW_1	82.44	Vacant	Unpaid	209.00	46,000.00
62	Peeragarhi	PAGI_1	11.04	Vacant	Unpaid	389.00	12,000.00
63		PAGI_3	20.00	Vacant	Unpaid	526.00	28,000.00
64		PAGI_6	17.25	Vacant	Unpaid	267.00	13,000.00
65	Udyog Nagar	UNRG_2	12.14	Vacant	Unpaid	173.00	6,000.00
66		UNRG_3	40.72	Vacant	Unpaid	173.00	19,000.00
67		UNRG_4	16.05	Vacant	Unpaid	173.00	8,000.00
68		UNRG_5	11.61	Vacant	Unpaid	173.00	6,000.00
69	Surajmal Stadium	SMSM_1	11.11	Vacant	Unpaid	188.00	6,000.00
70		SMSM_2	15.67	Vacant	Unpaid	188.00	8,000.00
71		SMSM_3	40.36	Vacant	Unpaid	188.00	20,000.00
72		SMSM_5	82.30	Vacant	Unpaid	188.00	41,000.00
73	Nangloi	NNOI_3	7.95	Vacant	Unpaid	260.00	6,000.00
74		NNOI_4	8.72	Vacant	Unpaid	260.00	6,000.00
75	Nangloi Rly. Statio	NRSN_1	11.21	Vacant	Unpaid	260.00	8,000.00
76		NRSN_3	39.43	Vacant	Unpaid	260.00	27,000.00
77		NRSN_5	82.00	Vacant	Unpaid	260.00	56,000.00
78	Rajdhani Park	RDPK_1	82.34	Vacant	Unpaid	188.00	41,000.00
79		RDPK_3	40.30	Vacant	Unpaid	188.00	20,000.00
80		RDPK_4	15.81	Vacant	Unpaid	188.00	8,000.00

S.N.	Metro Stations	Shop No.	Carpet Area (in sqm)	Current Status	Location (Paid/ Unpaid Area)	Reserve Price (Rs./sqm/mth)	Bid Security Amount (in Rs.)
Line-6 (Violet Line)							
81	Badarpur Border	BAPU_G_6	40.00	Vacant	Unpaid	552.00	58,000.00
82		BAPU_G_7	40.00	Vacant	Unpaid	552.00	58,000.00

Note-1: Total number of Built-up Shops at 37 Metro Stations for bid is 82 (eighty three), shall offer for licensing by open bid.

Note-2: Areas indicated above are approximate. Actual area (carpet area) shall be measured at the time of handing over of built-up shops. The actual area will be measured and variation of area may occur. However the payment of license fees will be adjusted on pro rata basis as per the actual area allotted. Interest free security deposit will not be readjusted if the variation in area handed over is up to 10% else security deposit will be readjusted according to area handed over.

Note-3: All built-up shops offered on license basis are on "as is where is basis". On this area the selected bidders is expected to carry out all works, as needed for commercial use.

Note-4: The built-up shops can be utilized for all commercial activities except for banned list as per Annexure-10. In addition. no cooking is permitted for shops in underground stations. Only electrical/ induction cooking of semi-cooked food can be permitted in underground stations.

Note-5: Bidders who propose to download and use this Bid document are required to collect the location plans for the above station shops from the office of the Dy. CE/PB-2, DMRC Ltd, 4th Floor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110 001, from 1500 hrs to 1700 hrs on all working days, free of cost. The plans are to be duly signed and submitted along with the Bid.

Note-6: Interest free Security deposit/ Performance Guarantee amount is equal to 12 months / one year's license fees.

Note-7: Parking- The parking facilities provided as part of the station parking may be used and all charges, fees and rules shall apply as applicable to the general public and the commuters.

Annexure-II

LIST OF USAGES BANNED/ NEGATIVE LIST

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

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

3. Sale of open liquor and alcohol based drinks or beverages.

4. Sale of tobacco and tobacco products.

5. Gas/Coal based cooking strictly prohibited. Gas bank or IGL connection may be permitted subject to approval of DMRC after fulfillment of various norms.

6. Advertisement at any location and in any format.

7. ATM's

8. Only electrical/induction cooking of semi-cooked food can be permitted in underground stations.

Annexure-III

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

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

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

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

I/We_____ (name of the Licensee/ Company/ Party) have been made to understand that payments of contract shall be acceptable to M/s DMRC Ltd. in the form of 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 concent 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 with in two working days within the receipt of aforesaid intimation for submission of request as per Annexure–III(2).
3. In case of any delay in receipt of aforesaid intimation mentioned at above Point No. 2, DMRC reserve the right for refusal to accept payments through RTGS/ NEFT/ RTGS mode of payments.
4. In event of Licensee/ Party/ Company‘s non-compliances to the aforesaid requirements. DMRC shall take action as under:
   (a) In the absence of any details from Licensee/ Party/ Company for consideration of DMRC amount received from the party shall not be accounted for and party shall continue pay interest/ penalty on the outstanding as per the provision of contract.
   (b) In case of receipt of payment with incomplete details payment received shall be adjusted /allocated in the following order:
      i) All the statutory dues/ taxes shall be adjusted first.
      ii) All payments made by DMRC on 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 Point No. 4.b.i above.
      iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.
      iv) Sum remaining after adjustments as per above Point No. (i) to (iii) above shall be adjusted against lease rent/ space rent/ license fee as per the terms of contract.
      v) In case amount received is even shorter than statutory dues, the Licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as applicable under the provisions of law. In addition to this, Licensee/ Party/ Company shall also attract penalties as per the provisions of license agreements. Repeated violations of aforesaid instructions shall be treated as non performance/ breach of agreement and under the provisions of license agreement may attract maximum penalty of termination of license agreement.

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

Date: _____/_____/_____

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

Annexure-III (1)

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

1. Name and address of Licensee/ Party/ Company _____
2. Customer ID _____
3. Lease out No _____
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 Licensee/ Party/ Company

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

To be filled by DMRC Officials

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

1._____

2._____

3._____

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

Dated: ____/____/_____ Signature of Manager/AM-Property Business

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- Chief Engineer/ _____.
2nd Floor, Metro Bhawan,
Barakhamba Road,
Delhi – 110 001

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

Ref: 1.) The license agreement between Mr./Mrs./Miss/M/s._____ (name of the Licensee/ Company /Party) and DMRC Ltd. executed on Dt._____.

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

Sir,

1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against aforementioned license agreement.

2.) That, I/we_____ (Name of Licensee/ authorized representative of Company/ Party/ Licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.

3.) That, I/we also voluntarily agree to submit the format for intimation for deposition of payments via RTGS/NEFT/ECS in Property Business contracts seven (7) days before due date as mentioned in invoice or last date for submission of payments as per the terms and conditions of license agreement every time for approval of DMRC Ltd. for making payments via RTGS/NEFT/ECS mode.

4.) After making payments, I/we shall also undertake to submit the details with payment confirmation before due date.

5.) I/we also understand that in case of non-compliances, it shall be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

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

To be filled by DMRC Officials

On the request for the _____(name of Licensee/ Party/ Company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC's authorized bank name and account No. to which payments to be made – **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 PB contracts every time seven (7) before due date for approval of DMRC Ltd. and submission of confirmation of deposition of payments before the due date.

Dated: ____/____/_____ **Signature of Manager/AM-Property Business**

Annexure-IV

Rules and Guidelines for Release of Electric Power

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

2. The power supply connection released for commercial activity shall be from the available DMRC power network, which is reliable having adequate redundancy. DG supply shall not be made available. The power fed shall be from normal source without backup network, Licensees may however, provide UPS/ Inverter at their cost if they so desire. Installation of DG set is not permitted.

3. Underground metro stations are already air-conditioned and hence separate AC for these are not required. In underground stations, installation of window/ split AC are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis, further work shall be done by Licensee. However, for elevated stations Licensee may provide AC at his own cost conforming to detailed specifications attached at Annexure-IV(E).

4. DMRC shall attempt to provide electricity at the point nearest to location; Licensee is required to pay the cost of electrical works required for extension of power from DMRC panel/ DB up to site on actual basis + DMRC service charges @15%. Alternatively, Licensee may also undertake electrical work for extension of power from nominated source under DMRC supervision and complying all codal provisions listed DMRC specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).

5. DMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:

   a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS/LSZH cable (from source to nearest point) as per standard specifications.

   b) Supplying and fixing of meter box, electrical energy meter and MCB for extending the power. Electrical energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.

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

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

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

9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect. Format of application for temporary and permanent connection and lists of documents required are attached at Annexure-IV(A)&IV(B).

10. TARIFF: Rate of electricity shall be charged from Licensee at which concerned DISCOM would be charging, had they obtained electric connection from them.

Annexure-IV(A)

Format of Application for Temporary Power Supply

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 installed (Make and rating) Attach Original Meter Test Report	:		
10	Please confirm whether lockable DB with earthing has been provided and sealed by DMRC representative	:		
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	:	Attached	Not Attached
12	Attach Electrical Declaration along with annexure on Rs.100/- Non-judicial Stamp paper	:	Attached	Not Attached

Procedure

1. After ensuring lying of cable and meter box as per stipulations 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.

Annexure-IV(B)

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 installed (Make and rating) Attach Original Meter Test Report	:		
10	Please confirm whether lockable DB with earthing has been provided and sealed by DMRC representative	:		
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	:	Attached	Not Attached
12	Attach Electrical Declaration on Rs.100/- Non-judicial Stamp paper	:	Attached	Not Attached
13	Attach Electrical Installation Test Report {In stipulated format} signed from Electrical contractor holding valid license	:	Attached	Not Attached

Procedure

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

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

Annexure-IV(C)

Electrical Installation Test Report

S.N.	Description	Details
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.

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

Seal & Signature of the Licensee

Seal & Signature of Electrical Contractor (Holding Valid License)

Annexure-IV(D)

Specifications for Electrical Works

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

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

3. Cables up to 6 Sq.mm. shall be of copper conductor and above 6 Sq.mm. Aluminum conductors 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 along with MCB & ELCB box shall be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB are required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per below table-1.

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

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

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

9. In case, the Licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection shall be restored on first occasion only when Licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the rights to revoke the license and forfeited the interest free security deposit after adjustment of all dues what so ever.

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

11. Internal wiring of luminaries (Light Fittings) and Signages in signage's panel shall also be FRLSZH in case of underground stations.

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

Table: 1 -- Rating of Electric Items

	Power Requirement (KVA)	Rating of MCB (A, 10kA)	Rating of ELCB (A, mA)	Cable Size Copper (Sq.mm.) DB to Licensee premises
ELEVATED STATIONS	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)
	5.0 - 7.2	10	25, 30	4 Core x 6 Sq. mm Copper Conductor (for three phase)
	7.2 - 10.0	16	25, 30	4 Core x 6 Sq. mm Copper Conductor (for three phase)
	10.0 - 18.0	25	25, 30	4 Core x 10 Sq. mm Copper Conductor (for three phase)
	18.0 - 25.0	40	40, 30	4 Core x 16 Sq. mm Copper Conductor (for three phase)
	25.0 - 35.0	63	63, 30	4 Core x 25 Sq. mm Copper Conductor (for three phase)
	35.0 - 40.0	63	63, 30	4 Core x 35 Sq. mm Copper Conductor (for three phase)
	40.0 - 50.0	100	100, 30	4 Core x 50 Sq. mm Copper Conductor (for three phase)

List of Approved Makes

S.No.	Item	Approved Makes
1.	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked
2.	GI Conduit Accessories	Confirming to BIS as per approved samples
3.	Copper Conductor FRLS, PVC insulated wires	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
4.	Copper Conductor FRLSZH , PVC insulated wires	Polycab, Ducab Dubai, Cords Cables, KEI.
5.	FRLS Cables	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
6.	FRLSZH , PVC Cables	Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.
7.	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider)
8.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder
9.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schnieder
10.	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati.
11.	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton

Annexure-IV(E)

Specification of Air Conditioner

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

General Technical Requirements

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.

2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-22 with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS:10617 part (1)-1982 (amendment 1 & 2). Rotary compressor shall be covered by manufacturers test certificate.

3. The air conditioners shall be complete with automatic temperature control and cut - in and cut-out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS:11338:1985.

4. The filter pads provided shall be washable.

5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-enameled finish preceded by undercoat of anti-corrosive primer paint phosphating and through cleaning of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings are also acceptable in lieu of stove enameled finish.

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

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

8. Galvanized sheet shall conform to IS:277/2003.

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

10. Refrigerant used shall be Freon-22.

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

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

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

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

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

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

Annexure-IV(F)

Fire Safety Requirements

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

Table - 2

TYPE & SPECIFICATAION: BIS approved stored pressure extinguisher as per IS 15682:2006 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:-		
AREA		
Up to 10 Sq. m.	Above 10Sq. m. and below 50 Sq. m.	Above 50 Sq. m. and below 100 Sq. m.
One Fire Extinguisher of 2 KG capacity	One Fire extinguisher of 4 KG capacity	Two Fire extinguishers, one of 5 KG and another of 9 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-2.

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

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

For Built-up Shops at Underground metro stations viz. RCK_01, RCK_03 and RCK_05:

1. In addition to fire Extinguishers at above shops, fire detection and sprinkler system will be required to be provided and always remains in healthy condition.
2. In case the internal finishing of leased space has false ceiling or false floor, then detectors shall be provided both above and below false ceiling and also below false floor. The fire detection system will have to be integrated with the existing system, as per approval of DMRC.
3. In no case, the heat exhaust by licensee's equipments should not mix with DMRC system. Provision of heat exhaust should also provide by licensee themselves with prior approval of DMRC.

Annexure-IV(G)

Declaration

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

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

OR

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

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

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

The Bidder hereby agrees and undertakes:

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

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

13.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee shall only be the permitted to use standby UPS/Inverter system shall also be taken as a part of total connected load.

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

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

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

13.11 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder shall be submitted by the Licensee. Every shop/ property Development area must have enough Fire Extinguishers as stipulated.

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

13.13 The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Licensee shall be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

13.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection shall be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit after adjustment of all dues what so ever.

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

14. that the Bidder shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Bidder's premises.

15. that the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.

16. that the supply shall not be extended/sublet to any other premises.

17. that the Bidder's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Bidder's premises.

18. that DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Bidder, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. that DMRC shall be at liberty to transfer the dues remaining unpaid by the Bidder, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Bidder's name.
20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
21. that DMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Bidder undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
22. that all details furnished in this Requisition form are true to the Bidder's knowledge. If any information is found incorrect at a later date, the company shall have the right to withhold/ disconnect supply, as the case may be, and forfeit the advance consumption deposit.
23. The Bidder acknowledges and accepts that the relationship of the Bidder with DMRC is not that of a consumer and a Licensee but that of a commercial arrangement where the Bidder has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

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

Date:
Place: **Signature of Bidder**
(Full name)

Signed and delivered in the presence of:

Witness 1	Witness 2
Signature_____	Signature_____
Full Name_____	Full Name_____
Complete Address _____	Complete Address_____
Phone No._____	Phone No._____

List of Documents to be submitted along with Declaration

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

Annexure-IV(H)

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 "Bidder", which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

OR

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

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

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

The Bidder hereby agrees and undertakes:

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

7. that DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. that all the electrical work done within the Bidder's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/ fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Bidder on this account. Further, the Bidder agrees that if there is any harm/ loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the Bidder, all the loss shall be borne by the Bidder.
9. to pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Bidder.
10. to indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the bidder.
11. to be bound by DMRC's conditions of supply, and all applicable acts and rules.
12. that DMRC shall not be responsible for any interruption/diminution of supply.
13. Others

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

    13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Bidder. Approval to the layouts/ schemes/ details shall be taken from DMRC O&M wing. 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.

    13.3 That the use of any PVC material is not permitted in the underground stations.

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

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

    13.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.

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

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

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

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

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

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

13.13 The power shall be supplied normally at the rate of 0.2 KVA/sq. m. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 5 KVA on single phase and thereafter on three phase system if required by the Licensee shall be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

13.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection shall be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit after adjustment of all dues what so ever.

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

14. that the Bidder shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Bidder's premises.

15. that the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purpose.

16. that the supply shall not be extended/sublet to any other premises.

17. that the Bidder's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Bidder's premises.

18. that DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Bidder , in the event of

termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.

19. that DMRC shall be at liberty to transfer the dues remaining unpaid by the Bidder, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Bidder's name.

20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.

21. that DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of statutory requirements and/or in consequence of 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 Bidder undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.

22. that all details furnished in this Requisition form are true to the Bidder's knowledge. If any information is found incorrect at a later date, the company shall have the right to withhold /disconnect supply, as the case may be, and forfeit the advance consumption deposit.

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

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

Date:

Place: **Signature of Bidder**

(Full name)

Signed and delivered in the presence of:

Witness 1	Witness 2
Signature_____	Signature_____
Full Name_____	Full Name_____
Complete Address _____	Complete Address_____
Phone No._____	Phone No._____

List of Documents to be submitted along with Declaration

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder.

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

Annexure-V

Material specifications for refurbishment of built-up shops

For Elevated/Underground Stations:

All materials should be non-combustible and fire retardant (Class-1).

All natural stones, ceramic and vitrified tiles, metalwork [Aluminum composite panels (ACP) in elevated stations only], toughened glass, calcium silicate board permissible.

Wood, plastics, resins, synthetic and natural fibres, cloth and their products are not permissible.

Fibre cement board (standard, Type-B and heavy duty, Type-A) as per IS: 14862:2000 may be permitted in elevated and underground stations respectively.

For partitions solid wall panels (50mm and 75mm) with fire rating of 90 min. and 120 min. allowed.

All materials used by vendor/concessionaire should be as per Annexure-V (A).

Interior Surface Finishes:

a. Underground Stations
   Surface finishes materials shall be capable of being subjected to temperature up to 500 C (932 F) for 1 hour and shall not support combustion under the same condition.

b. Elevated Stations
   All surface interior finishes should be having certification of class 1 flame spread rate as classified in IS: 12777:1989.

Annexure-V (A)

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 (Marbito Vitrified Tiles
		Nitco
2	CERAMIC TILES/ PORCELAIN TILES	Kajaria
		Bell Ceramaics
		H&R Johnson (India)
		Mitco
		Regency Ceramics Ltd
		Somany
		Orient
		Kanzai Ceramic
		Raja Tiles
		Mridul Enterprises
		Italia
		Euro Tiles
		Hindustan Tiles
3	TERRAZZO TILES	Nitco
		Hindustan Tiles
4	TACTILE	Pelican Ceramic Industries Pvt Limited
		UniStone Products (India) Pvt Ltd
		Nimco Pretab Ltd
5	PVC FLOORS	Armstrong World Industries (India) Pvt Ltd
		Gerfloor India
		Tarken
		VeeKay Polycoats 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
		Sika
9	GRC PAVING TILES	Unistone
		Nimco Prefab
		Hindustan Tiles
10	PAVERS & CHEQUERED TILES	UniStone Products (India) Pvt Ltd
		CCC Builders Merchant Delhi Pvt Ltd
		Nimco Prefab
		Hindustan Tiles
		Terra Firma (Now TERRA FIRMA GRC & CONCRETE INDUSTRIES)
		Nilco
		Hindustan Tiles
		Uttra Tiles
		Orasie Granito Limited (Marbito Vitrified Tiles)
11	MOSAIC TILES	Bisazza (Glass Mosaic Tiles)
		Mirdul Enterprises
		Italia
		Kenzai
		Opio
		Eon Ceramics
12	EMULSION PAINTS	ICI Dulux
		Modi Industries
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints
13	SYNTHETIC ENAMELS	ICI Dulux
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints

14	TEXTURE PAINTS	Spectrum
		Unitjile
		Barkelite Hylam (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
		Ashoo Decore (India) PvtLtd
		Innovators
		Façade India Testing Inc
19	ALUMINIMUM COMPOSITE PANEL	AlucoBond
		Reynobond Marketedd 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
		Sumany Ezy 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 Lalicrete
		Toyo Ferrous Crele (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	Duroply Sharda Ply Wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		Swastik Plyboard 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 Liminates
		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
		Swastik Plyboard Ltd (Swati Plyboard)
		Kutty's
		Diamond Flush Doors/Star Metal Forms P Ltd
		Raa Veeta
		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
		Sen Harvic 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
		Pafrryware
		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	Tirupati Plastomatics
		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
		Swastik Plyboard 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 Membrance Limited / SUPER THERMOLAY/POLYFLEX of STP Limited
		"LOTUS-3" of the Structural Waterproofing Co. Limited
		Sika
		Kemco
		Kryton Buildmat
		MBT
		FOSROC
61	INTEGRAL CRYSTALLINE WATERPROOFING METHOD	Kryton Buildmat
		Penetron
		Mapei
		Vandex International Ltd
62	POWDER COATINGS	Berger
		Nerocoat
		Jenson & Nicholson
		Jatun
		Radiant anodisers Pvt 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	ROOFTING 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 " Zincalume" "Colortionedd")
69	POLYCARBONAIC SHEETS	"Lexan" (SABIC Innovative Plastics) Danpalon
70	TENSILE FABRIC	Fenan
		Mehler

Annexure-VI

Handing Over Note

Date: __/___/2016

Shop/Space measuring …….. x …… = …… sqm, at ……. Metro Station (Shop No./ Location of the Shop may be added)…… ……..is handed over to the Licensee, through Shri…… 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

_____ Property Business Wing

_____ Electrical & Maintenance

_____ Civil & Structure

_____ Station Manager/Station Controller

Annexure-VII

Taking Over Note

Date: __/___/2016

Vacant possession of the Shop/Space No. ……. measuring ……*…….=……. Square meter at …….. Metro Station is taken over by Station Manager/Station Controller on ……..(Date)……(Time) from the Licensee Through Sh./Smt./M/s ……. in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

_____ _____

Licensee Property Business Wing

_____ _____

Electrical & Maintenance Civil & Structure

_____

Station Manager/Station Controller