

DELHI METRO RAIL CORPORATION LIMITED



**Draft License Agreement for
Semi-Naming Rights
At Selected Metro Stations
(DLA-316M0005)**

Delhi Metro Rail Corporation Ltd.

Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-110001
India

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Chapter: I

License Agreement

Agreement No _____ of Year 2016

THIS AGREEMENT entered into at Delhi on this ____ day of _____ 2016 between Delhi Metro Rail Corporation Ltd. a company incorporated under the provisions of the Companies Act-1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as the "**DMRC**" (which expression shall unless repugnant to the context mean and include it's successors and assigns) of the **First Party**.

AND

M/s _____, a company incorporated under the provisions of the Companies Act-1956 and having its registered office at _____, hereinafter called "**Licensee**" (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second Party**.

WHEREAS

- a) DMRC, with a view to augment its revenues through non-operating revenue, had invited Request for Proposal (RFP) from the interested parties for granting Semi-Naming Rights at Selected Delhi Metro stations through open bidding process. Based on fulfillment of eligibility criteria as laid down in RFP document, successful bidder (Name of the bidder who is successful) has been selected for assigning **Semi-Naming Rights at _____ Metro Stations, on "as is where is basis"**
- b) The selected bidder shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligations to enter into the License Agreement, pursuant to the issue and acceptance of the LOA, dated _____ for undertaking the License.
- c) DMRC has also agreed to provide to the Licensee, 100 sqm branding/advertisement space at the specified metro station, outside branding and inside coloring of station

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in ONE/Same brand whose name has been approved for prefix/suffix to the station name (design to be identified by the Licensee and approved by DMRC) on "as is where is basis", at _____ Metro Stations.

- d) Herein after referred to as Semi-Naming Rights, on payment of License Fee as mentioned in detail in clause _____ of LOA dated _____ to DMRC on the terms and conditions hereunder contained in this License Agreement.
- e) The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell the semi-naming rights of the brand outside/ inside coloring only at each of the selected DMRC stations as specified in this Agreement at its own cost. Sites shall be identified by the Licensee and got approved from DMRC before commissioning.

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 and be read and construed as part of this agreement, namely:

- 1.1 Letter of Acceptance no _____ dated _____.
- 1.2 Request for Proposal (RFP), its Addendums & Corrigendum
- 1.3 Any other document issued by / of DMRC forming part of the Bidding Process

B. The Licensee hereby covenants as follows: -

- 1. Licensee hereby assumes responsibility for Semi-Naming Rights at the _____ Metro station. Licensee shall be responsible for design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell the semi naming right i.e. outside branding spaces/inside coloring at selected metro station stations as specified in this Agreement at its own cost. All the advertising sites and formats proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics, safety and security concerns.

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2. Licensee irrevocably agrees to make all payments including License Fee, service tax etc. as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from DMRC in this regard.
3. The Licensee confirms having examined the potential locations at the Selected Metro Stations in detail and fully understands and comprehends the technical requirements of the Branding insert / media. The Licensee also confirms full satisfaction as to the business viability of semi-naming rights including licensing the Branding spaces inside the Metro Stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to DMRC under this License Agreement.
4. That DMRC and LICENSEE represent and warrant that they are empowered, authorized and able to enter into 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

**(.....)
FOR AND ON BEHALF OF DELHI
METRO RAIL CORPORATION
LIMITED**

.....-...- 2016

**Authorized Signatory.
FOR AND ON BEHALF OF
LICENSEE**

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

DMRC

LICENSEE

Chapter: 2

Definitions

- a) **“Brandings”** or **“Advertising”** means display of any Branding material including pictures, printed material, electric / electronic media, smart posters, holographic images, visual display or any other innovative advertising media, etc which are not objectionable or prohibited under various statutes, codes, policies, etc as applicable from time to time.
- b) **“Advertising Tax”** means any amount payable to local government authorities as a result of public display of commercial messages or any other Branding campaign.
- c) **“Agreement”** means the License Agreement to be executed between DMRC and the selected bidder.
- d) **“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.
- e) **“Commencement Date”** means the date of commencement of License Agreement after expiry of fitment period subsequent to handing over of the station, as defined in RFP document.
- f) **“License”** means the Semi-Naming Rights granted by DMRC to the Licensee at Metro Station under terms and conditions of the License Agreement.
- g) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- h) **“License Fee”** means the amount payable by the Licensee to DMRC as per terms and conditions of the License Agreement.
- i) **“License Period”** means a period of 10 years subsequent to expiry of fitment period subsequent to handing over of the station.

- j) **“DMRC”** mean Delhi Metro Rail Corporation Limited.
- k) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against the performance of the License agreement.
- l) **“Places available for Branding” or “Advertising Spaces”** means premises at selected Delhi Metro Station where Semi-Naming Rights including Branding Rights are proposed to be granted as per terms and conditions of the agreement.
- m) **“Semi-Naming Rights”** mean the right assigned to the Licensee to suffix or prefix any brand name with the name of licensed Metro Station along with other rights in accordance with terms & conditions of the agreement.

Chapter: 3

Scope of Semi-Naming Rights at Selected Metro Stations

3.1 Scope of Station For Semi-Naming Rights

The _____ Delhi Metro Station is hereby licensed to the Licensee M/s _____ for Semi-Naming Rights, for a period of 10 (ten) years with lock in period of two (2) tears.

3.2 Scope of Semi-Naming Rights

3.2.1. The selected Bidder shall have Semi-Naming Rights at the selected Metro stations(s). The Licensee will suffix or prefix the brand name with the Name of the station i.e. the selected station be listed as "[XYZ [Brand Name] or [Brand Name [XYZ]"; whereas XYZ is the name of the selected station. Any such composite name may include the Semi-Naming Rights Partner Name in conjunction with other words, subject to prior written approval of DMRC.

3.2.2. The following activities shall also be permitted as a part of branding:

- a) Branding of Station Building in Brands color ,
- b) Refurbishment of station exterior and interior in Brands colour scheme & theme besides the Brands name (suffixed or pre fixed) with station name,
- c) Landscaping and Branding on DMRC station should give aesthetic and pleasing look/appearance of Brand to the commuters and general public,
- d) Painting of beam / affixing of 3M vinyl pasting at station to feel and look of Brand,
- e) carry out painting of station, both inside as well as outside, in the Brand's color,
- f) install logo and neon sign of the same brand on top of the entrance gate of the selected station,
- g) floor or roof branding.
- h) 100 sqm of branding space to be given for each station (outside facade only) which can be used for branding/advertisement of the same brand whose name has been permitted for prefix/suffix.

- 3.2.3. The licensee may be permitted to carry out the branding by way of integrating the station signage's for the purpose of optimization of spaces inside metro station, provided it is technically feasible and has been approved by DMRC. DMRC shall provide branding space for only one brand (specific brand alone, which has been approved for prefix/suffix with the station name under SNR) of 100sqm at the quoted rate (schedule A as per annexure-6 of RFP), of display area on outside/facade the allotted station. Revenue Sharing with MCD/civic agency, if applicable/demanded, on Schedule 'A' earnings only, will be borne by DMRC. The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor banding, roof branding, digital display, advertisement panels in the form of LCD/LED panels, video walls or any similar format of advertisement (without audio). Advertisement inventory may include smart posters, QR codes/graphics. etc as indicated above at the selected station with prior written approval from DMRC. However, audio advertisement in any form is not permitted and there will be no change in DMRC's station announcement / train announcement / notification / inside train name / or any other document due to semi naming of the station.
- 3.2.4. The licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics and other features of the station that may be required to customize for branding and imparting "Look and Feel" to the Station for the promotion of its brand, subject to prior approval of DMRC. coloring of station in Brand color should be in tune with and not disturb the aesthetics/look of the station. **The branding/display plan hence prepared must be in compliance to technical parameters of Delhi Outdoor Advt. policy/EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy.**
- 3.3 The licensee shall be permitted to use and display the logo of the brand at the station. The licensee shall also be entitled to use logo or the brand name at the directional network signage's at the stations.
- 3.4 During the tenure of the license period, the licensee may be permitted to change the brand name of the station, logo or modify the theme of the advertising inventory at its own cost after approval from DMRC.

3.5 The Licensee shall have rights and obligations to perform as specified below:

- a) Preparation of a design plan which must clearly earmark exact locations and type of branding/ coloring, planned for each station. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from DMRC by Licensee.
- b) Operate, manage and maintain the entire branding/coloring plans.
- c) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- d) Comply with all statutory requirements in connection with License Agreement.
- e) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- f) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
- g) At present, Service tax on Branding/advertisement at 14.5% including SBC is payable. However, if the service tax revised in future Licensee shall bear the service tax and pay as per prevailing rates.
- h) The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Branding panels, billboards, creative's, products etc. While DMRC shall provide security at stations, DMRC shall not be responsible for any vandalism, theft or damage to any Branding panels or billboard or creative's or products or any other such thing put up by Licensee on the station. The Licensee shall ensure that Station building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of Branding billboards, creative's etc. shall be done after taking prior written permission of DMRC.

Chapter: 4

Disclaimer

- 4.1 The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.
- 4.2 The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed the commerciality of Project and that it will be fully responsible for all its assessment in this regard.
- 4.3 The Licensee confirms having seen / visited / assessed the potential locations inside the Metro Stations and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 4.4 The Licensee also confirms that it has fully analyzed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.
- 4.5 This Agreement shall not in any way be construed as a lease or license of the Station or any part thereof, and only represents a contractual obligation of DMRC to provide to Semi Naming Rights at said station only.

Chapter: 5

Tenure of License

5.0 Tenure of License

- 5.1 Tenure of License Agreement: Semi-Naming Rights shall be for a period of Ten(10) years with a lock in period of 2 years after the expiry of fitment period of 120 days from the date of handing over of station(s) subsequent to issue of Letter of Acceptance (LOA). The License Period shall commence immediately after expiry of fitment period subsequent to handing over of the station.
- 5.2 In case the licensee opts to exit after the lock in period of two years, it shall give an advance notice of 180 days. This notice of surrender can be given only after the lock in period of 2 years.
- 5.3 In case the licensee opts to exits before the lock in period of 2 years or does not give the 180 days advance notice after lock in period, the interest free security deposit shall be forfeited to DMRC.

Chapter: 6

License Fee

6.0 License Fee

6.1 Metro Station(s) shall be handed over for Semi-Naming Rights within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The License Fee shall be paid as per the schedule given in clause 6.2 of DLA. The License Agreement shall be executed within 30 days of handing over of stations.

6.2 The licensee is liable to pay to DMRC the amount of Total License Fee which is equal to Ten times the Amount of fixed Annual License Fee i.e. Total License Fee in Ten years = 10x fixed Annual License Fee. There shall not be any escalation of/in the annual fixed license fee while calculating Total License Fee. The license fee is exclusive of all applicable taxes licensee has to also pay service tax as per the applicable rates (presently @ 14.5%) along with the license fee. The Payment Schedule of the license fee to be deposited by licensee to DMRC for the License period of 10 years, considered after expiry of fitment period of 120 days subsequent to handing over of the station, shall be as under:

payment schedule		
SN	Payment Schedule	Percentage of Total License Fee i.e. 10 x fixed Annual License Fee, calculated for a license period of 10 years to be paid by licensee to DMRC
1	Within thirty days of issue of Letter of Acceptance	6 months LF as SD (refundable)
2	Within 90 days of handing over of the station	5% of Total License Fees
3	Within 6 months of handing over of the station	5% of Total License Fees
4	Before the start date of 2 nd year of License Period	10% of Total License Fees + 6 months LF as SD (refundable)
5	Before the start date of 3 rd year of License Period	10% of Total License Fees
6	Before the start date of 4 th year of License Period	10% of Total License Fees
7	Before the start date of 5 th year of License Period	10% of Total License Fees
8	Before the start date of 6 th year of License Period	10% of Total License Fees

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9	Before the start date of 7 th year of License Period	10% of Total License Fees
10	Before the start date of 8 th year of License Period	15% of Total License Fees
11	Before the start date of 9 th year of License Period	15% of Total License Fees

6.3 The license fee to be paid as per above payment schedule is exclusive of all applicable taxes as per clause 8.1 to 8.5. Service tax as applicable (presently @ 14.50%) shall be payable by licensee along with the License fee.

6.4 The utility charges including consumption of electricity, etc. shall also be payable by licensee to DMRC in addition to above in accordance with terms & conditions of the agreement. These utility charges shall be payable by Licensee during the whole tenure of Licensee agreement as and when the demand raised by DMRC.

6.5 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.

6.6 The licensee shall preferably make the payment of the license fee as per clause 6.2 & 6.3 to DMRC by electronic mode i.e. RTGS/NEFT after taking prior approval of DMRC & complying with the laid down procedure.

6.7 Non-payment of License fees and other dues.

6.7.1 Non-payment of License Fee and other dues within the prescribed date will constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Chapter-15 of the Agreement. Besides, the Licensee shall pay an interest of 18 percent per annum on the amounts of License Fee and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue on compounding basis until the License Fee and other dues are finally paid. Such interest shall be charged for the actual number of delayed days only.

6.7.2 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, OMC etc, and lastly License fee shall be accounted for.

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- 6.7.3 The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from DMRC.
- 6.7.4 In case payment is not made by due date, a 15 day notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, DMRC shall be entitled to terminate the License by giving a 30 day Termination notice and shall be free to forfeit Interest Free Performance Guarantee and take such other action available to it under this Agreement and as per Law.
- (a) Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of Licensee Event of Default Notice, along with a written request in the matter.
- (b) 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 will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Managers or its authorized representative shall not be entertained.
- (c) Interest Free Security deposit/ Performance Guarantee shall be forfeited in case of termination of contract due to an event of default by licensee or surrender by licensee before the lock in period of 2 years and without giving 180 days advance notice.
- 6.8 In no case, payments shall be allowed to remain outstanding for a period of more than 45 days. If any stage, the dues remain outstanding for the period of more than 45 days, the License agreement may stand terminated without giving any notice to the Licensee and Interest Free security deposit/Performance Guarantee shall stand forfeited to DMRC.

Chapter-7

7.0 Interest Free Security Deposit / Performance Security

7.1 Interest Free Security Deposit / Performance Security: The Licensee shall pay Interest Free Security Deposit / Performance Security to DMRC in advance equivalent to the amount of fixed Annual (12 months) License Fee for the station handed over. The amount will be paid in two installments as per clause 6.2 of DLA. Minimum 25% of this amount would be paid in form of DD/PO in favor of DMRC Ltd. and remaining or 75% in form of BG/FDR/DD/PO. Interest free Security Deposit upto Rs 10.00 lakhs will be accepted in form of DD/PO only. The interest free Security Deposit/ Performance Security shall be accepted in the following form:

7.1.1 Bank Draft in favour of DMRC, payable at New Delhi from a Scheduled Commercial Bank based in India, or

7.1.2 Fixed Deposit Receipt of a Scheduled Commercial Bank / based in India duly pledged in favour of DMRC styled as DMRC Ltd (a/c name of licensee), or with/from branch located in Delhi.

7.1.3 Irrevocable Bank Guarantee in the prescribed format (Annexure-1) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, with/from branches located in Delhi. The Bank Guarantee shall be valid for at least two years. The Bank Guarantee shall be extended and renewed every two years well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and en-cashed by DMRC without any prior intimation to the licensee. For last year of license period the Bank Guarantee shall be extended and renewed for residual period of contract plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en-cashed by DMRC.

7.1.4 In case of a joint venture, the performance security is to be submitted in the name of the JV. However, splitting of the performance security (while ensuring the security is in the name of JV) and its submission by different members of the JV for an amount proportionate to their participation ratio or otherwise is also acceptable.

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- 7.2 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period i.e. 10 years from commencement date of License Agreement and after adjusting any dues payable to DMRC, reconciliation etc without any consideration of interest, or after completion of Lock in period of two years of the agreement & on receipt of an advance notice of 180 days after lock in period and after adjustment of all dues payable to DMRC by the licensee.
- 7.3 DMRC reserves the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit / Performance Security for: -
- a) Any penalty imposed by DMRC for violation of any terms and conditions of agreement committed by the Licensee.
 - b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
 - c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - d) Any outstanding payment/ claims of DMRC remained due after completion of relevant actions as per agreement.
- 7.4 Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default.

Chapter-8

Taxes and Other Statutory Dues

8.0 Taxes and Other Statutory Dues

- 8.1 The Service tax and Branding/Advertisement Tax, as applicable, shall be borne by Licensee, in addition to the license fee.
- 8.2 The property tax applicable, if any, on the property of DMRC shall be borne by DMRC.
- 8.3 At present, DMRC is not liable to share its revenue generated from Branding/advertising inside DMRC Metro stations with local bodies. However, if DMRC becomes liable to share revenue with local bodies from Brandings Inside Selected Metro Stations in future, then DMRC shall deposit the due share to local bodies out of its own fund. Further, share of revenue from outdoor Branding, only for 100 sqm of advertisement space as per Schedule 'A' of clause 4.8 of RFP, if any, with local bodies shall be deposited by DMRC out of its own fund. Licensee shall not be liable to part with any additional revenue on this account.
- 8.4 All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and will 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.
- 8.5 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.

Chapter: 9

Innovations, Creativity and Procedure of Approval of Branding Spaces

9.0 Innovations, Creativity and New Media

- 9.1 Licensee shall be at liberty to choose the media, introduce any format, its design, type and carry out innovation and creativity to add value for maximization of revenues, subject to the scope of branding/coloring spaces specified in the License Agreement. Licensee may utilize state of art technology prevalent anywhere globally. All such branding spaces are subject to approval by DMRC with regard to
- a) operational feasibility,
 - b) aesthetics,
 - c) safety & security concerns.
 - d) Specifications and type of materials used
- 9.2 Approval of Plan: Licensee shall submit branding plan for each station indicating type of media and its format, location of branding spaces, etc. for approval of DMRC. All the schemes/plans proposed by the Licensee in the plan shall be subject to approval by DMRC with regard to aesthetics, operational feasibility, safety & security concerns as well as specifications and type of materials used etc.
- 9.3 In this regard, a committee comprising of DMRC officials shall be formed for granting approval. The committee shall communicate its decision in writing within seven working days from the date of submission of proposals by Licensee to DMRC for display of Brandings.
- 9.4 If the plan does not conform to the requirement as mentioned above, DMRC may reject the plans / proposals, duly specifying the reason(s) thereof. Licensee shall resubmit their plan / proposal after such modification and conforming to the requirement of DMRC for approval..
- 9.5 If any approvals are required to be taken from any local authority for display of the branding spaces, the same is the sole responsibility of the Licensee. DMRC may assist in submission of application on written request from the Licensee.
- 9.6 The licensee may submit modification / revision of already approved Branding plan for each station. Such modifications / revision of plans shall also be considered by DMRC in accordance with above stipulations. The branding/display plan hence prepared must be in compliance to technical parameters of Delhi Outdoor Advt. policy/EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy.

Chapter: 10

Factors Governing Selection of Permissible Brandings

10.0 Factors Governing Selection of Permissible Branding/Coloring under Semi Naming Rights

10.1 The Licensee shall take into account the following aspects while preparing plans and shall abide by all the instruction of the authorized DMRC representative on the same:

- a) The Branding is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
- b) The Brandingscheme will have no objectionable and indecent portrays of people, products or any terms.
- c) The use of DMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
- d) No Surrogate Branding/advertising is permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
- e) Branding/ advertising in any form of audio are not allowed.

Chapter: 11

Minimum Material Specifications for Branding

11.0 Minimum Material Specifications

11.1 Licensee shall provide Branding media / panels / fixtures conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Branding panels shall be provided by Licensee conforming to the following minimum specifications or its equivalent:

- a) Frame work –SS 304
- b) Backing sheet of G.I.
- c) Internal cables of Fire Retardant Low Smoke type (FRLS) for Elevated as specified in Electrical Procedure Order.
- d) TL tubes for back lighting / illumination with electronic ballast.
- e) Polycarbonate sheet as cover of GE make or equivalent.
- f) Advertising media to be made from Fire Retardant, Low Smoke, and Zero Halogen material.
- g) Frame finishes of Aluminum is also permissible.
- h) In order to have energy conservation, LED or any other energy saving devices confirming to BEE standards should be used at the Branding sites. For existing sites, the conservation of energy saving devices may also be carried out.

11.2 The advertising media should be of fire retardant, low smoke and comply with all Indian and international standards.

Chapter: 12

Electrical Specifications and Procedure for Release of Electric Power Supply

12.0 Electrical Specifications

- 12.1 Electricity supply will be provided as per terms and conditions indicated in Annexure - 2. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the Branding panels /spaces allotted under this agreement. Licensee shall use energy efficient equipment. Advertiser shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.
- 12.2 Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company /Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company /Agency. DERC policy and Electricity Act (as amended from time to time) shall be applicable.
- 12.3 Advertising Equipment: All fittings/ erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters, electrical MDI/TOD, etc. are to be installed as per DMRC's specifications.
- 12.4 DMRC may provide electricity at the point nearest to the required location on payment of required charges as specified in Annexure-2. The Licensee may also undertake electrical works for extension of power from nominated source under DMRC supervision and complying all codal provisions & DMRC specifications. The Licensee shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" (Annexure-2) as amended from time to time.

Chapter: 13

Maintenance of Semi Naming Right Spaces

13.0 Maintenance of Branding Spaces

- 13.1 Licensee shall keep and maintain the Branding media/panel in neat, clean condition and in safe & sound manner during all the time of License tenure. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by Branding media due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- 13.2 Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. 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 Licensees Event of Default that shall entitle DMRC to terminate the License Agreement with 30 days written notice.
- 13.3 Access to stations for the purpose of placement of Brandings shall be regulated by the office of the Chief Engineer/Property Business and the Licensee is required to take necessary permissions in this regard from the office of Chief Engineer / Property Business as per extant policy of DMRC. It is clarified that the permission to the Licensee shall not be unduly denied.
- 13.4 Joint inspection of station may be conducted by DMRC officials and Licensee, at mutually convenient time. 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. Deliberate or willful non-compliance of DMRC written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default,

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which shall entitle DMRC to en-cash security deposit in part or full and or terminate the License Agreement after giving 90 days notice to the Licensee.

13.5 Such termination of the License Agreement and forfeiture of the interest free performance guarantee by DMRC shall be without prejudice to any other damages, rights or remedies applicable under law in its favor.

13.6 Further, DMRC can impose the fine on Licensee up to Rs.5,000/- per week per offence on the following offenses:

a)	Any staff of Licensee found in drunken condition / indulging in bad conduct.
b)	Any staff of the Licensee found creating nuisance on duty.
c)	Improper maintenance & defacement of the Metro Property.
d)	Dishonor of drafts and Cheques given by Licensee in favor of DMRC.
e)	Misbehavior with staff and commuters of DMRC.
f)	Not following safety and security norms as may be indicated by authorized representative of DMRC.
g)	Encroachment on unauthorized space
h)	Unauthorized and unapproved signage. On second offence of unauthorized signage, a penalty of Rs. 50000/-.

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

Chapter: 14

Force Majeure

14.0 Force Majeure

14.1 Force Majeure

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 Licensee.
- d) Acts of terrorism.
- e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- f) Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc., and

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

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

Chapter: 15

Licensee Events of Default and Termination of License

15.0 Material Breach of Contract, Events of Default and Termination of License Agreement

15.1 **Licensee Events of Default:** Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee's Events of Default:-

15.1.1 If the Licensee is found guilty of persistently breaching negative list of advertising and "Factors Governing Advertising Selection as stipulated in this Agreement.

15.1.2 If at any time during the subsistence of the License Agreement, there is non-conformity to the License Agreement or any time during the License Agreement, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates the Agreement.

15.1.3 If the Licensee fails to pay License Fee or other amounts due to DMRC.

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

15.1.5 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.

15.1.6 If Licensee is in violation of any of the other Clauses of this Agreement and after three written notice from DMRC fails to cure the Default to the satisfaction of DMRC.

15.2 If any of the above Material Breach and Licensee Events of Default happens, then

15.2.1 DMRC, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and sub-clauses of this Agreement.

15.2.2 DMRC shall issue a note to the licensee to cure the defaults, failing which the under proceedings shall be initiated as per schedule/notice period defined in the bid document.

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- 15.2.3 In all other cases of Licensee's Event of Default where specific notice period is not provided, DMRC shall issue a Notice to Licensee to cure the Default within 45 days. If the Licensee fails to cure the Default within 45 days, DMRC after giving a final 15 days' termination notice shall be entitled to terminate the License Agreement.
- 15.3 Handing over on Termination / Completion / Surrender: In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall hand over to DMRC or its authorized representative peaceful vacant possession of all Advertising Sites. Licensee shall remove all the media, fixtures, panels, etc. from DMRC premises within 30 days of issue of termination letter, failing which these structures, media, fixtures, panels, etc. shall become property of DMRC.
- 15.4 On Operational Ground: DMRC reserve the rights to terminate the License Agreement by giving three month advance notice on operational ground. The License agreement will stand terminated on expiry of 3months notice. The advance license fees deposited by the Licensee for the balance period on pro-rata basis shall be refunded, without consideration of interest. Further, the Security deposit will 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. The Licensee shall remove all the media, fixtures, panels, etc. from DMRC premises within 30 days of issue of such termination letter, failing which these structures, media, fixtures, panels, etc. shall become property of DMRC.
- 15.5 The licensee shall have the option of surrendering the license after completion of two years lock-in period by giving 180 days advance notice. The notice for surrender shall be given after completion of 2 years of license period. The License fee deposited by the licensee as per payment schedule shall not be refunded by DMRC under any circumstances. In such case, the Interest Free Security Deposit / Performance Security shall be refunded to the licensee after adjustment of outstanding dues, if any.
- 15.6 If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of 2 years or without giving 180 days advance notice after lock in period , the agreement shall deemed be terminated on the date of

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receipt of termination / surrender notice in DMRC. In such cases, the Interest Free Security Deposit / Performance Security shall be forfeited to DMRC after adjusting outstanding dues payable to DMRC. The License fee deposited by the licensee as per payment schedule shall not be refunded by DMRC under any circumstances.

- 15.7 If the licensee fails to remove all the media, fixtures, panels, etc. from DMRC premises within 30 days of issue of Termination / Completion / Surrender of the License Agreement, DMRC shall be free to use/ dispose-off these media, fixtures, panels, etc. in whatever manner as deemed fit and the Licensee shall have no claim, compensation or consideration on any account on these structures, media, fixtures, panels, etc. In addition, an amount equivalent of one month of license fees shall be charged from the licensee.
- 15.8 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.

Chapter: 16

Dispute Resolution

16.0 Dispute Resolution

- 16.1 **Arbitration:** All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Director, DMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is upto Rs.50 Lakhs and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakhs. DMRC shall provide a panel of three Arbitrators which may also include DMRC officers for the claims upto Rs.50 Lakhs and a panel of five Arbitrators which may also include DMRC officers for claims of more than Rs.50 Lakhs. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. DMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.
- 16.2 The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Delhi / New Delhi. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.
- 16.3 Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to DMRC as per the License Agreement.
- 16.4 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.

Chapter: 17

Miscellaneous

17.0 Miscellaneous

17.1 Insurance and Waiver of Liability

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

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

17.3 The Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines regarding Branding/display. DMRC will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.

17.4 The Licensee will not ask for any claim or seek any compensation from DMRC if Branding at any Branding spaces inside any station is not permitted due to court order/local laws/civil authorities.

17.5 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.

- 17.6 The Licensee hereby agrees that DMRC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of DMRC. Licensee hereby indemnifies DMRC against the claims made by Licensee's employees against DMRC.
- 17.7 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 Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Property Business Wing of DMRC in accordance with DMRC's policies regulations prevalent at that time.
- 17.8 That no tenancy/sub-tenancy is being created by DMRC in favor of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -
- a) That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise:
 - b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by DMRC in favor of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and
 - c) That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- 17.9 The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises.

- 17.10 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labor laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labor Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.
- 17.11 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 30 days of handing over of the station, 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) to DMRC. All the Licensee's personnel shall be required to possess ID card while working in DMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
- 17.12 Branding spaces & retail space on Delhi Metro station are hereby provided to Licensee on "as is where is basis". Licensee may utilize existing prefabricated panels, if any, for the purpose of Branding after due refurbishment. However, if Licensee does not intend to utilize such existing prefabricated panels for Brandings, such prefabricated panels shall be disposed-off by Licensee at its own cost out of DMRC premises. DMRC shall not have any claim with regard to such disposal.
- 17.13 The Semi-Naming Branding rights are granted to the Licensee at Selected Metro Stations on exclusivity basis. DMRC shall not engage in future any third party for

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commercial Branding inside these selected metro stations during the currency of License period. However, DMRC reserves the right to put generic signages on the retail outlets and in property development areas inside stations.

17.14 That the Licensee shall appoint a Manager/Supervisor whose scope of services with respect to this license agreement shall also include following:

- a) Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
- b) Ensure that fire detection and suppression measures were installed inside his premises are kept in good working condition at all times. The Licensee will at any case keep firefighting equipment as per DMRC requirements as indicated by the Fire officer / Authorized representative of DMRC inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipment. The Licensee will be solely responsible for any loss of life or property due to nonfunctional of fire safety facilities in emergencies. The fire officer / authorized personnel, of the licensor will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorized personnel of the licensor will be borne solely by the licensee.
- c) Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.

17.15 In case of non-payment of License fees and other dues or any other reasons whatsoever, the Licensee voluntarily agrees to and permits the licensor "DMRC" to disconnect all utility services including electric supply to the licensed premises and also seal the licensed premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.

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- 17.16 That the Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and DMRC shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
- 17.17 The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the licensor. The Licensee also voluntarily agrees to collect the invoices from the office of the Authorized representative of the licensor (DMRC) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.
- 17.18 In case of restricted availability of power supply / breakdown, the station power requirements would get first priority and this may result in restriction / rostering of power supply to the Licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of DMRC or such causes where the supply of DMRC is affected by a cause or causes over which DMRC has no control, DMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- 17.19 The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers of the licensor.
- 17.20 Notices
- a) That any notice to be served upon DMRC shall be sufficiently served and given if delivered to-
- “General Manager/Property Business,
2nd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110 001”**
- b) That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/Speed Post/Courier at the

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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 Chief Engineer/Property Business or by his duly authorized representative. All Notice shall be addressed as follows:

- d) Only written instructions/ notices of any party shall be entertained by the other party.

Format of Bank Guarantee

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

BANK GUARANTEE NO. _____ dated _____

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

In favour of

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

WHEREAS: -

1. DMRC, with a view to augment its revenues through non-operating revenue, has granted Semi-Naming Rights at Selected Metro Stations to M/s _____ (hereinafter called "Licensee").
2. DMRC has agreed to provide to the Licensee, Semi-Naming Rights on "as is where is basis".
3. Therein after referred to as Semi-Naming Rights, on payment of License Fee to DMRC on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of Ten (10) years from the date of commencement of License fees, unless otherwise terminated/surrendered earlier or extended further.
5. The offer submitted by M/s _____ having their registered office at _____ has been accepted by DMRC vide LOA No. _____ dated _____.
6. As per the terms of the above mentioned LOA, the Licensee has been selected for Semi-Naming Rights at Selected Metro Station of Delhi Metro for the duration of the License.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.
8. The Licensee shall also: -

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- a. bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement; and
 - b. not assign or create any lien or encumbrance on the License hereby granted or on the whole or any part of the Project Facility nor transfer, lease/ License or part possession therewith save and except as expressly permitted by the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) i.e. equivalent to equivalent to the Annual license fee for each of the Selected Metro Station, as security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.
10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs. _____ (Rupees _____ only).

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

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs. _____ (Rupees _____ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount and stating that the Bank Guarantee provided by the Licensee has been forfeited.
2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
3. Any such demand made on the Guarantor by DMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.
4. This Guarantee shall be irrevocable, valid and remain in full force till the end of the License Period, or for such extended period as may be mutually agreed between DMRC and the Licensee, and shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.

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5. This Guarantee is unconditional and irrevocable till such time DMRC discharges this guarantee by issuing a letter to the Guarantor in this behalf.
6. The Guarantor undertakes to pay the amount mentioned herein as principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
7. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.
8. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
9. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee's liabilities.
10. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
11. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
12. The Courts at Delhi shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.
13. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee
14. This guarantee shall come into effect forthwith and shall remain in force upto _____ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing. This Guarantee is valid for a period of _____ Months from the date of signing. [The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of License Agreement.]

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

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For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

Signed, Sealed and Delivered
for and on behalf of the Bank
by the above named _____
In the presence of:

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____

Annexure-2A

Undertaking regarding payments through RTGS/NEFT/ECS mode in PB contracts.

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

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

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

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

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

Date: ____/____/____

**Name and designation of
authorized representative of
client / licensee/ company**

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ANNEXURE-2B

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

1. Name and address of client / licensee _____

2. Customer ID _____
3. Lease out No _____
4. Invoice No. and Date _____
5. Period of Invoice _____
6. Head/item wise details of payment to be submitted as described in the invoice

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

7. TDS registration No. of client/licensee _____
8. S. Tax registration No. of client /licensee _____
9. D.VAT registration No. of client / licensee _____

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

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

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

To be filled by DMRC Officials

The aforesaid details is checked and verified by MGR/AM-Property Business t 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: ___/___/_____
No. DMRC/PB/UNDERTAKING/ECS/12/2

Signature of MGR/AM-Property Business
Dt. ___/___/____

ANNEXURE-2C

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

To,

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

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

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

Sir,

- 1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against aforementioned license agreement.
- 2.) That, I/we _____ (Name of licensee/ authorized representative of company/ party/ licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.
- 3.) That, I/we also voluntarily agree to submit the format for intimation for deposition of payments via RTGS/NEFT/ECS in PB 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 will also undertake to submit the details with payment confirmation before due date.
- 5.) I/we also understand that in case of non-compliances, it will be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

**Name and designation
of authorized representative
of client / licensee / company**

To be filled by DMRC Officials

On the request for the _____ (name of licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC's authorized bank name and account No. to which payments to be made – **M/s Union Bank of India, Karol Bagh Branch, IFSC code – UBIN 0530794, MICR code – 110026004, A/c No. – 307301110050008** subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in 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 MGR/AM-Property Business

Annexure-3A

Handing Over Note

Date: ___ / ___ / 2016

..... Metro Station is handed over to the Licensee,
.....
for assigning of SNR..... 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 Cell

Electrical & Maintenance Department

Civil & Structures Department

Station Manager/Station Controller

Annexure-3B

Taking Over Note

Date: ___ / ___ /2015

Vacant possession of Metro Station earlier assigned under SNR is taken over by SM/SC on (Date)..... (Time) from the Licensee In the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

Licensee

Property Business Cell

Electrical & Maintenance Department

Civil & Structures Department

Station Manager/Station Controller

Rules and Guidelines for Release of Electric Power

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of DMRC station, availing power supply from outside agencies in DMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available DMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, Applicant's may however, provide UPS / Inverter at their cost if they so desire. Installation of DG set is not permitted.
3. Underground metro stations are already air-conditioned and hence separate AC for these are not required. In underground stations, installation of window / split AC are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis, further work shall be done by Applicant. However, for elevated stations Applicant may provide AC at his own cost conforming to detailed specifications attached at Annexure-E.
4. DMRC will attempt to provide electricity at the point nearest to location; Applicant is required to pay the cost of electrical works required for extension of power from DMRC panel / DB up to site on actual basis + DMRC service charges @15%. Alternatively, Applicant may also undertake electrical work for extension of power from nominated source under DMRC supervision and complying all codal provisions as listed in DMRC specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
5. DMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
 - a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
 - b) Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.

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6. Applicant shall extend power supply from this Meter box at his own cost. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises in Annexure-D. Applicant is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-F. The work executed by Applicant shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.
7. At the end of the contract (pre-mature surrender/termination, natural completion, etc.), all cable, pre-paid meter, connected software, etc. shall be sole property of DMRC. The Applicant voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
8. Mode of power supply: If Applicant desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.
9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
10. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.
11. In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled. Format of application for temporary and permanent connection and lists of documents required are attached at Annexure- A& B.
12. Tariff: Rate of electricity shall be charged from Applicant at which concerned DISCOM would be charging, had they obtained electric connection from them.

Format of Application for Temporary Power Supply

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

Procedure

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

Format of Application for Permanent Power Supply

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

Procedure

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

Electrical Installation Test Report

SN	Description	Details
1	Name & Address of the Applicant	
2	Location	
3	Shop / Unipay Payment (Kiosk) Machine / Stall No.	
4	Connected Load	
5	Energy Meter S. No. & Make (Manufacturer's test report is to be enclosed)	

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

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

Seal & Signature of the Applicant

**Seal & Signature of Electrical Contractor
(Holding Valid License)**

Specifications for Electrical Works

1. Applicant is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of DMRC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Applicant. The Applicant hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station, load up to 10 KVA shall be given in single phase & in case of underground stations, load upto 5KVA shall be given. Above this, it shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at DMRC end.
3. Cables upto 6 Sq.mm will be of copper conductor and above 6 Sq.mm 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 conductors shall be used.
4. For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations, all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS6724.
5. The meter along with MCB & ELCB box will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per Table- 1.
6. Use of any PVC material is not permitted in the underground stations
7. Applicant will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
8. All materials specification must follow standards, codes and specification as used by DMRC in the E&M works.
9. In case, the Applicant draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Applicant pays necessary penalty as per DERC norms and removes excess load.

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

Table: 1 -- Rating of Electric Items

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

List of Approved Makes

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

Specification of Air Conditioner

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

General Technical Requirements

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.
2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-22 with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS:10617 part (1)-1983 (amendment 1 & 2). Rotary compressor shall be covered by manufacturers test certificate.
3. The air conditioners shall be complete with automatic temperature control and cut - in and cut-out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS:11338:1985.
4. The filter pads provided shall be washable.
5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-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, upto switch AT location of indoor unit. Switch/Socket/Plug are also included.

Fire Safety Requirements

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

Table - 1

TYPE & SPECIFICATAION: BIS approved stored pressure extinguisher as per IS 15683:2006 and of type 'A', 'BC' or 'ABC' conforming to risk protection as per IS 2190:1992. (Kg and 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 -1.

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

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

Declaration

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

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

OR

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

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

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

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. That the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants' Meters & Equipment & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.
3. That DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.

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4. That the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly./Bi-monthly Bill. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Applicant to recalibrate the Energy Meter whenever considered necessary.
5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
6. That the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
10. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
11. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
12. That DMRC shall not be responsible for any interruption/diminution of supply.
13. Others
- 13.1 Applicant will have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
- 13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/schemes/details shall be taken from DMRC O&M wing.

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- 13.3 Only FRLS cable of required size shall be used for tapping off supply from DMRC fixed supply to Applicant premises in rigid GI Conduit pipe.
- 13.4 Applicant will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/capng. The Applicant shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per DMRC's approval).
- 13.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a max. Connected load up to 10kW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.
- 13.6 Applicant shall be given only normal power supply available in station premises. Applicant may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
- 13.7 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be the permitted to use standby UPS/Inverter system will also be taken as a part of total connected load.
- 13.8 The Total Demand Load & Total Connected load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected Load Only.
- 13.9 Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.
- 13.10 Applicant shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Applicant's cost shall carry the entire work. DMRC's representative may inspect and supervise the work.
- 13.11 Applicant shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Applicant. Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
- 13.12 Applicant will not be allowed to provide Room Heating appliance of any kind.
- 13.13 The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Applicant. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Applicant will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
- 13.14 In case, Applicant draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Applicant pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.
- 13.15 In case, the Applicant is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with

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disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.

14. That the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
15. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.
16. That the supply shall not be extended / sublet to any other premises.
17. That the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
18. that DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.
20. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
21. that DMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
22. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.
23. The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and an Applicant but that of a commercial arrangement where the applicant has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.

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

Date:

Place:

Signature of Applicant

(Full name)

Signed and delivered in the presence of:

Witness 1

Signature_____

Full Name_____

Complete Address _____

Phone No._____

Witness 2

Signature_____

Full Name_____

Complete

Address_____

Phone No._____

List of Documents to be submitted along with Declaration

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

DECLARATION

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

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

OR

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

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

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

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. That the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants' Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to DMRC, shall be binding on the Applicant for Attention/Compliance.
3. That DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. That the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly./Bi-monthly Bill. Applicant shall provide Test Report/Calibration report in

- regard to Energy Meter installed. DMRC may ask Applicant to recalibrate the Energy Meter whenever considered necessary.
5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by DMRC, shall be paid and borne by the Applicant.
 6. That the Applicant agrees that DMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
 7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
 8. that all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
 9. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Applicant.
 10. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Applicant.
 11. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
 12. That DMRC shall not be responsible for any interruption/diminution of supply.
 13. **Others**
 - 13.1 From the DMRC DB to main MCB / MCB of shops only XLPE insulated armored copper conductor LSZH cables shall be used. Applicant will have to provide a Low voltage switch-board with MCBs & ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
 - 13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/ schemes/ details shall be taken from DMRC O&M wing. The Applicant hereby voluntarily and unequivocally agrees not to seek any claim, damage, compensating or any other consideration what so ever on account of time and cost associated in making provision of electricity.
 - 13.3 That the use of any PVC material is not permitted in the underground stations.

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- 13.4 Applicant will also do wiring within his shop/stall/KIOSK by using GI conduit. The Applicant shall use FRZHS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).
- 13.5 DMRC will provide Power Supply of single phase, 230V, 50Hz for a max connected load up to 10 KW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.
- 13.6 Applicant shall be given only normal power supply available in station premises. Applicant may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
- 13.7 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be the permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system will also be taken as a part of total connected load.
- 13.8 The Total Demand Load & Total Connected load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected load only.
- 13.9 Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.
- 13.10 Applicant shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Applicant.
- 13.11 Fire Extinguisher: Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
- 13.12 Applicant will not be allowed to provide Room Heating appliance of any kind.
- 13.13 The power shall be supplied normally at the rate of 0.2 KVA/sq. m. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Applicant. Additional power up to 5 KVA on single phase and thereafter on three phase system if required by the Applicant will be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
- 13.14 In case, Applicant draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Applicant pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit.
- 13.15 In case, the Applicant is found mis-using Electricity or tampering with the Energy meter, a token penalty of Rs.1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.

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14. That the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
15. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purpose.
16. That the supply shall not be extended / sublet to any other premises.
17. That the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
18. that DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant , in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. That DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Applicant's name.
20. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
21. that DMRC shall be entitled to disconnect the service connection under reference in the event of any default and/or non-compliance of statutory requirements and/or in consequence of a legally binding order by statutory authority(ies)/Court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
22. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold /disconnect supply, as the case may be, and forfeit the advance consumption deposit.
23. The applicant acknowledges and accepts that the relationship of the applicant with DMRC is not that of a consumer and a Applicant but that of a commercial arrangement where the applicant has taken on lease/license premises of DMRC and the Electricity connection is being provided as a part of the above arrangement.
24. The applicant further agrees that this declaration given by him will be construed as an agreement with the DMRC to the above effect.

Date:

Place:

Applicant

Signature of

(Full name)

Signed and delivered in the presence of:

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Witness 1
Signature _____
Full Name _____
Complete Address _____
Phone No. _____

Witness 2
Signature _____
Full Name _____
Complete
Address _____
Phone No. _____

List of Documents to be submitted along with Declaration

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

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IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of DMRC by:

(Signature)

(Name)

(Designation with stamp/seal)

For and on behalf of the Licensee by:

(Signature)

(Name)

(Designation with stamp/seal)

For and on behalf of the _____ Bank:

(Signature)

(Name)

(Designation with stamp/seal)

In the presence of:

- 1)
- 2)
- 3)