

DELHI METRO RAIL CORPORATION LIMITED



**Draft License Agreement for
Exclusive Advertising Rights
Inside Selected Metro Rail stations on
Line No. 3 & 4 of DMRC Network
(i.e. from Barakhamba Road to New Ashok Nagar (excluding Akshardham)
and Laxmi Nagar to Kaushambi)**

(DLA-DMRC/PB/416M0012/ID)

January-2017

Delhi Metro Rail Corporation Ltd.

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

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Chapter: I
Draft License Agreement

Agreement No _____ of Year 2017

THIS AGREEMENT entered into at Delhi on this ____ day of _____ 2017 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 its 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**" through its duly authorized signatory _____ (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 earnings through non-operating revenue, had invited Request for Proposal (RFP) from the interested parties for granting of exclusive advertisement rights inside Selected Delhi Metro stations on line 3 & 4 through the open E-tender process. Based on fulfillment of eligibility criteria as laid down in RFP document, the successful bidder _____ has been selected for assigning **Exclusive Advertisement Rights Inside Selected Delhi Metro Stations, on "as is where is basis" on line No. 3&4 of DMRC network** as detailed in **Annexure-1** of this Agreement.
- b) The selected bidder _____ shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligation to enter into the License Agreement, pursuant to the LOA for undertaking the above License.

- c) DMRC has agreed to provide to the Licensee, Advertising Spaces (to be identified by the Licensee and thereafter approved by DMRC, prior to their installation) on "as is where is basis", on line No. 3&4 as detailed in Annexure-1 of this agreement.
- d) Herein after referred to as Advertisement Spaces, on payment of License Fee 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 advertising spaces / opportunities inside selected DMRC stations as specified in this Agreement at its own cost. Advertisement spaces on bare / prefabricated installed sites shall be identified by the Licensee and got approved from DMRC before their 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 integral part of 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 Exclusive Advertising Rights inside selected DMRC stations on Line 3&4 as specified in Annexure-1. Licensee shall be responsible to design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell advertising spaces / opportunities inside stations as specified in this Agreement at its own cost. All the advertising sites and formats proposed by the Licensee are subject to prior approval by DMRC with regard to operational feasibility, aesthetics, safety and security concerns.
 - 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 Inside the Selected Delhi Metro Stations in detail and fully understands and comprehends the technical requirements of the advertisement display media. The Licensee also confirms full satisfaction as to the business viability of licensing the advertisement spaces inside the Selected Delhi 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.

.....-.....-2017

.....-.....- 2017

(.....)

Authorized Signatory.

**FOR AND ON BEHALF OF DELHI
METRO RAIL CORPORATION
LIMITED**

**FOR AND ON BEHALF OF
LICENSEE**

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

DMRC

LICENSEE

Chapter 2 : Definitions

- a) “**Advertisements**” or “**Advertising**” means display of any advertisement 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 (Except audio advertising).
- b) “**Agreement**” means this License Agreement executed between DMRC and Selected Bidder.
- c) “**Applicable Laws**” means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time and applicable to this License Agreement. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) “**Commencement Date**” means the date of handing over of first lot of advertisement spaces at Delhi Metro stations for advertisement.
- e) “**License**” means the Advertising Rights granted by DMRC to the Selected Bidder for exclusive advertisements at inside the selected Delhi Metro Stations of line 3 &4 of DMRC Network, as per the terms and conditions of this Agreement.
- f) “**Licensee**” means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- g) “**License Fee**” means the amount payable by the Licensee to DMRC for advertisement space as per terms and conditions of the License Agreement.
- h) “**DMRC**” means Delhi Metro Rail Corporation Limited, A joint venture of Govt. of India and Govt. of National Capital Territory of Delhi incorporated under the Companies Act, 1956.

- i) **“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.
- j) **“Places available for advertisement” or “Advertising Spaces”** means Delhi Metro Rail Stations premises where advertisement is displayed by Licensee in pursuance with this Agreement as given in Annexure 1.
- k) **“Selected Bidder”** means the successful Bidder who has been selected by DMRC, pursuant to the bidding process for award of License.



Chapter: 3

Objective and Scope of Exclusive Advertisement Rights Inside Selected Metro Stations

3.1 **Objectives of License Agreement:** Objectives of License Agreement are set herewith:

- a) Contribute to the aesthetical view of the specified/selected Delhi Metro Stations through high quality advertising display comparable to world class Airports & Metros Railways and other leading destinations.
- b) To augment non-operational revenue of DMRC through advertisements.
- c) Position Delhi Metro as a most sought after location for advertising.
- d) Provide value to the Corporate who advertises in Delhi Metro network.
- e) To promote Delhi Metro as the gateway to Tourism in Delhi by highlighting Delhi's heritage and cultural beauty & sights.

3.2 **Scope of Exclusive Advertisement Rights**

The selected Bidder shall have exclusive rights to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities inside the Delhi Metro stations subject to the terms and conditions specified in the License Agreement.

Licensee shall be responsible for the following activities:-

- a) Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site and other relevant details will be required to be submitted to DMRC for prior approval. DMRC shall consider the plan with respect to aesthetics, operational feasibility, safety and security concerns and may thereafter accord approval for the same in writing. If the part of plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to the advertisement plan shall have to be got pre approved from DMRC Ltd.
- b) Designing of all advertising units / structures to complement station architecture for advertising sites.
- c) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include spaces inside metro stations only and no advertisement shall be allowed on outer side/civil structure of the metro stations. Advertisement spaces inside selected metro stations may include all

possible spaces including staircases, escalators, platform screen doors, turnstile, frisking panels/ equipments, fixed / moveable panels, floor or roof branding, logo on roof, elevator spaces, smart posters, visual display by electronic media **(without audio)**, projectors/holography or any other innovative advertisement media. Advertisement inventory shall include smart posters, QR codes/graphics, canopy, etc to advertise the e-commerce activities for generating business opportunities through on-line or off-line shopping. Maximum number of canopies shall be restricted to three at each station each having base area not more than 6 feet x 6 feet, subject to space availability and Operational requirements. Licensee is expected to provide certain display area for e-commerce at each of the station for generating revenues through e-commerce. The maximum area available for advertisements at each station shall be 500 sqm except at interchange station where it shall be 750 sqm. Licensee shall accordingly prepare the plan for approval from DMRC.

- d) Appoint an architect to interact with nodal DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
- e) Operate, manage and maintain the entire advertisement plans/Spaces.
- f) Management of sales & marketing of the advertising Spaces within stations including providing adequate professionally trained manpower.
- g) Design of themes depicting Delhi's culture and its natural beauty and tourism potential for display at the advertising sites as per the tender conditions.
- h) Promote DMRC amongst India's top three Destination Brand for Advertising.
- i) Create new innovative advertising opportunities inside selected metro stations including Experiential Marketing, and advertisements by visual aids, smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.
- j) Obtain all this statutory/required approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- k) Comply with all statutory requirements in connection with the License Agreement.
- l) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per the License Agreement.

- m) Payment of all statutory taxes including service tax as applicable, local levies, statutory dues, etc. as and when due.
- n) The Service Tax at applicable rates will be charged extra as applicable along with the license fee. The present rate of service tax is 15%, any further revision in rates will also be applicable. Any change in the tax structure like introduction of GST will also be applicable.

3.3 Places/Section Available for Exclusive Advertisement Rights Inside Selected Metro Stations:

Exclusive inside Advertisement Rights are granted at selected metro stations on Line No. 3&4 from **Barakhamba Road to New Ashok Nagar (excluding ASDM) and Laxmi Nagar to Kaushambi** in DMRC network. The name of the selected stations where the licensee shall have Exclusive Inside Advertisement Rights at selected metro stations immediately after issue of Letter of Acceptance (LOA) are given in Annexure-1.

- 3.4 DMRC reserves its right to withdraw any of the selected station listed in Annexure 1. However, DMRC shall exercise the option of withdrawal of station(s) sparingly and with due consultation with the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee shall vacate the premises of such stations within a period of 30 days from such intimation of withdrawal by DMRC. Additional station(s) on this line, if any, and otherwise feasible other than those listed in Annexure-1 may also be handed over by DMRC to the licensee on its request for exclusive inside station advertisement rights. DMRC's decision in this regard shall be final and binding. The license fee for such stations shall commence after 75 days from the date of handing over of these stations on same applicable terms & conditions. The tenure of the license period shall be co-terminus with this license agreement.
- 3.5 The Licensee shall have to clearly earmark and maintain properly up to 5% of total advertisement spaces at each station, acceptable to DMRC, for carrying out social marketing activities or social messages by DMRC in consonance with its CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC.

3.6 The Licensee would ensure that all panels are having displays mounted on them. The Licensee would occupy the panels already reserved or else they have to display DMRC messages along with their contact details etc. so as to present an aesthetic look of the station. The price quoted should be inclusive of filler with DMRC messages. DMRC can impose penalties for non-compliance of the above as per clause 13.6 of this document.

3.7 Exception to Exclusivity (Indoor Advertisements)

- I. The contractor/Licensee handling the Operations and Maintenance of Cycle stands and Toilet blocks shall be allowed to display the commercial advertisement (15 sqm maximum for each facility/station) on their structures.
- II. The DDIS (Dual display Information system) for an area not exceeding 10 sqm (inside) where in digital media signage/ DMRC messages at ticket counters (TOM, CCC, TVM, etc.) through LED, etc. shall be exempted from the exclusivity of indoor advertisement. In this advertisement rights shall be provided to the licensee of DDIS on time sharing basis.
- III. The Advertising licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed/owned by them, viz. mobile, tablet, etc. of commuters, DMRC staff etc.
- IV. DMRC may install/create any new inventory, panels, etc. for its partners, etc. without commercial exploitation from the same which may be displaying Artwork/ exhibition corners, other exhibits without any commercial consideration to the licensee. This space will be other than what has been specifically reserved for advertisement licensee.
- V. DMRC may provide Co-Branding Rights at the selected station/stations wherein the selected licensee would be allowed to prefix/suffix the brand name of the approved Brand with the existing name of the station, along with up to 10 sqm of branding space (both inside as well as outside) on civil structure of the station.

Chapter: 4

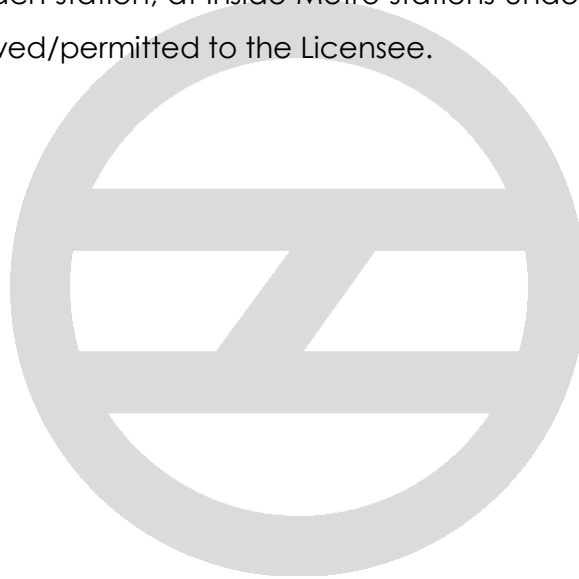
Disclaimer

- 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/trade conditions.
- 4.2 The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed business prospects from advertisements inside the selected stations 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.

Chapter: 5

Tenure of License

- 5.1 Exclusive Advertisement Rights inside selected Metro Station shall be for a period of nine (9) years from the date of first handing over of stations unless otherwise terminated by DMRC or surrendered by the Licensee at an earlier date after a lock in period of 2 years. Tenure of the License Period of the additional advertisement spaces at inside metro stations handed over subsequently shall be co-terminus with above license period irrespective of date of actual handing over.
- 5.2 Partial surrender of advertisement spaces, less than the minimum area given in Annexure-1 of each station, at inside Metro stations under this License agreement shall not be allowed/permitted to the Licensee.



Chapter: 6

License Fee

- 6.1 Advertisement spaces inside selected Metro Stations shall be handed over for advertisements within 10 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The License Fee for stations mentioned in Annexure-1 shall commence from 76th day after the date of first handing over of advertisement spaces at selected metro stations by DMRC subsequent to issue of Letter of Acceptance. A rent free fitment period of 75 days from date of first handing over will be allowed.
- 6.2 The licensee can utilise any format of advertisement including and not limited to backlit panels, scrollers, floor branding, roof branding, digital display (**without audio**), canopy, etc. Minimum chargeable area for which license fee shall be charged is as per Annexure-1 for each metro station handed over for inside advertisement rights, even if the licensee does not utilise this minimum area mentioned in Annexure-1. If the Licensee utilizes area less than that given in Annexure-1 for each handed over metro station, the license fee for the balance area shall also be charged at the accepted rate of License fee 'X' for the fixed panels. The licensee can however utilise more additional advertisement area over and above the minimum specified in Annexure-1 for advertising purposes at any of the metro stations. The additional area over and above the minimum chargeable area for that station shall be charged on pro-rata basis. The maximum area for advertisements at each station shall be 500 sqm except at interchange station where it shall be 750 sqm. The minimum chargeable area for each metro station handed over subsequently (i.e. minimum of 100sqm at each station) additionally shall also be at par as given in Annexure-1 with a fitment period 75 days.
- 6.3 Licensee shall prepare the advertisement plan for prior approval of DMRC. DMRC shall consider granting the approval in accordance with procedure given in Chapter 9 of this agreement.

6.4 The rate of License Fees to be charged for advertisement at the stations is as under:

Rate Structure	Type of Advertisement Display "X"	Rate of Licence fee in Rs. per Sqm per Month
R1	All Types of Format of Advertisement at Stations except Digital Display	"X" as accepted by DMRC subsequent to Bidding process.
R2	Digital Advertisement Display in the Form of LCD / LED Screens, Video Walls, etc	3times the rate "X" (3 x X)

The rate of License fee "X" shall be escalated and increased @ 20% after completion of every three years on compounding basis.

6.5 The area to be charged shall be actual display area, exclusive of any border or width of framework. In case of LCD/LED/Digital Display/Video Walls, the area to be charged shall be the actual display area of screen, exclusive of any border or non-digital width. In case, the licensee is utilising the base structure of Digital Display for advertisement, the same shall be charged at the rate structure of R2 as mentioned in clause 6.4 above. Advertisement Area for canopies shall be charged for the surface area (excluding base area) at the rate structure of R1 as mentioned in clause 6.4 above.

6.6 The Licensee agrees voluntarily and unequivocally to make all payments to DMRC as may be due before the due date, without waiting for any formal advice from DMRC. The License Fees shall be payable in advance on quarterly basis to DMRC i.e. by the last date of the previous running quarter. The reconciliation of license fee and other dues shall be carried out half-yearly. Based on reconciliation, the adjustment of license fee payable to DMRC shall be carried out along with payment of next quarter's License Fees.

6.7 The licensee shall preferably make the payment of the license fee as per clause 6.1, 6.2 & 6.4 to DMRC by electronic mode i.e. RTGS/NEFT after taking prior approval of DMRC & complying with the laid down procedure, as per annexure 3a, 3b & 3c of this Licence agreement.

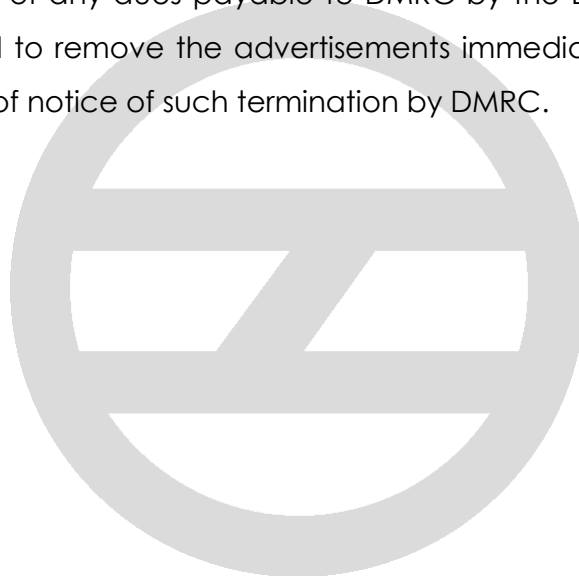
6.8 **Non-payment of License fees and other dues.**

- 6.8.1 Non-payment of License Fee and other dues within the due date shall constitute Material Breach of Contract and Event of Default by Licensee under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Chapter-17 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 on monthly rolling basis until the License Fee and other dues are finally paid. Such interest shall be charged for actual delay in number of days if the payment of License Fee and other dues are not made by the due date with arrears, if any.
- 6.8.2 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.
- 6.8.3 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.
- 6.8.4 In case payment is not made by due date, a 15 day's cure notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default and make payment of dues to DMRC, DMRC shall be entitled to terminate the License with a 30 days termination notice and shall be free to forfeit the "Interest Free Security Deposit / Performance Security" and take such other action available to it under this Agreement and as per Law. Electricity would be disconnected on 16th day from the date of issuance of 30 days termination notice.
- 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 Termination 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 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 certificate of Station Managers shall not be entertained.

- c) Interest Free Security Deposit / Performance Security shall be forfeited on termination of contract due to any event of default by the licensee after adjustment of any dues payable by the Licensee to DMRC.

- 6.9 In no case, due payments to DMRC shall be allowed to remain outstanding and unpaid for a period of more than 60 days. If at any stage, the dues remain unpaid and outstanding for a period of more than 60 days, the License agreement will stand automatically terminated with immediate effect, without giving any prior notice to the Licensee and Interest Free Security Deposit / Performance Security and advance license fee received, if any, shall stand forfeited in favour of DMRC after adjustment of any dues payable to DMRC by the Licensee. The Licensee shall be required to remove the advertisements immediately thereafter within 3 days, of receipt of notice of such termination by DMRC.



Chapter-7 : Interest Free Performance Security/ Security Deposit

7.0 Interest Free Performance Security/ Security Deposit (IFSD)

7.1 The Licensee shall pay & deposit Interest Free Security Deposit / Performance Security to DMRC in advance equivalent to 6 month license fee calculated as per the minimum chargeable area of advertisement as given in Annexure 1, for each of the metro stations handed over at the prevailing rate of license fee. Minimum 25% of this amount is to 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 shall be escalated @20% after completion of every three years on compounding basis. The Interest Free Security Deposit shall be updated for any additional area beyond 10% of the initial tendered area (minimum area as per Annexure -1). The Interest Free Security Deposit shall remain unchanged for a variation of (+/-) 10% from the minimum tendered area/Chargeable area as per Annexure-1.

7.2 The Interest Free Security Deposit / Performance Security shall be accepted in the following form:

- a) Bank Draft/Pay Order in favour of "Delhi Metro Rail Corporation Ltd." payable at New Delhi from a Scheduled Commercial Bank based in India, or
- b) Fixed Deposit Receipt of a Scheduled Commercial Bank based in India and issued by a branch in Delhi, duly pledged in favour of DMRC and styled as DMRC Ltd or..Name of licensee.
- c) Irrevocable Bank Guarantee in the prescribed format (Annexure-4) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, from and payable at branches located in Delhi/New Delhi. The Bank Guarantee shall be valid for at least three years. The Bank Guarantee shall be reimbursed and renewed every three years before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked & encashed by DMRC without any prior intimation to the licensee. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked & en-cashed by DMRC without any prior notice to the licensee. The scheduled commercial

Bank issuing the bank guarantee must be on the SFMS (structured financial messaging system) platform. A separate advise of the BG shall invariably be sent by the issuing bank to the designated bank of DMRC, through SFMS and only after this the BG shall become operative and acceptable to DMRC.

DMRC's bank for confirmation of bank guarantee at present is detailed as under:

7 ICICI BANK Ltd.

8 9A, PHELPS BUILDING

9 CANNAUGHT PLACE, NEW DELHI-110001

10 IFSC CODE: ICIC0000007

- 7.3 In case of a joint venture, the Interest Free Security Deposit / Performance Security shall be submitted in the name of the JV. However, splitting of the Interest Free Security Deposit / Performance Security (while ensuring the Interest Free Security Deposit / Performance Security is in the name of JV) and its submission by different members of the JV for an amount proportionate to their participation ratio) is also acceptable.
- 7.4 Interest Free Security Deposit / Performance Security shall be refunded after the completion of full term of the License period i.e. 9 years from commencement date of License Agreement or in case of surrender after completion of lock-in period of 2 years as per provisions of this Agreement.
- 7.5 Interest Free Security Deposit / Performance Security will be refunded after adjusting any payable dues, without any consideration of interest, after completion/termination or surrender of the agreement.
- 7.6 DMRC reserves the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit / Performance Security for: -
- (a) Any amount imposed as a fine by DMRC for irregularities committed by the Licensee.
 - (b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
 - (c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.

(d) Any outstanding payment/ claims of DMRC remained due after completion of relevant actions as per agreement.

7.7 Once the amount under Clause 7.6 is debited/recovered, the Licensee shall be bound to replenish the Interest Free Security Deposit / Performance Security to the extent the amount is debited/recovered within 15 days period, failing which, it shall be treated as Licensee Event of Default and DMRC shall be at liberty and within its rights to terminate the license agreement on account of the default with immediate effect and without any prior intimation to the licensee by giving a termination notice. The licensee would be required to remove and dismantle advertisement sites immediately thereafter within a period of 3 days of receipt of such termination notice.



Chapter-8

Taxes and Other Statutory Dues

- 8.1 Service tax at applicable rates will be charged extra on the license fee, as applicable. The present rate of Service Tax (including Cess) is 15%, any further revision in Service Tax rates will also be applicable. Any change in Tax structure/laws of introduction of GST will also be applicable.
- 8.2 The property tax applicable, if any, on the property of DMRC and sharing of revenue with MCD for inside station advertisement, if required in future, shall be borne by DMRC.
- 8.3 At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations with local bodies including MCD, etc. However, if DMRC becomes liable to share revenue with local bodies from advertisements Inside Selected Metro Stations in future, then DMRC shall deposit the due share to local bodies 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 in para 8.2 to 8.3 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

Regulation of Utilization of Advertisement Spaces

9.0 Creativity and New Media

- 9.1 Licensee shall be at liberty to choose the media, introduce any format, its design or type of media and carry out innovation and creativity to add value to the advertisement for maximization of revenues, subject to the scope of advertisement spaces specified in Chapter-3 of the License Agreement. Licensee may utilize state of art technology prevalent globally in the field of advertisement. However audio in any form is NOT allowed.
- 9.2 Approval of Plan: Licensee shall submit advertising plan for each station indicating type of media and its format, location of advertisement spaces, etc. for prior approval of DMRC. All the advertising sites proposed by the Licensee in the plan shall be subject to prior approval by DMRC with regard to
- a) operational feasibility,
 - b) aesthetics,
 - c) Safety & security concerns.
- 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 ten working days from the date of submission of proposals by Licensee to DMRC for display of advertisements. If the DMRC does not send any communication within ten working days of its recorded receipt in PB wing, the proposal for approval of advertisement plans at that particular station shall be considered deemed to be approved by DMRC.
- 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 due modification and conforming to the requirement/regulation of DMRC for approval the said plan. Licensee shall therefore display advertisements only at the permitted spaces after due approved of the above plan by DMRC.

9.5 If any approval is required to be taken from any local authority for display of the advertisement, the same is the sole responsibility of the Licensee. DMRC may agree to assist in submission of such application on written request from the Licensee.

9.6 If the licensee is desirous of revising the approved advertisement plan at any stage & any particular station, the Licensee shall submit revised advertisement plan for a particular station for approval of DMRC once in a quarter only. The revised advertisement plan/area shall become effective immediately upon the approval being advised by DMRC to the licensee.

9.7 **Additional Area**

The successful bidder /licensee can request for allotment of additional area/advertisement spaces at any of the selected Metro Stations as per Annexure-1, subject to maximum of 500sqm at each/any station & 750sqm at interchange stations. Such request shall be for minimum chargeable area of 25sqm over and above the initial minimum chargeable area at each station as per Annexure-1. Such request for additional area shall preferably be made once in a quarter and shall be charged for a minimum period of 90 days. Once approved by DMRC, The license fee for such additional area shall be charged on pro rata basis at the applicable rate of license fee (per sqm/month) & shall commence from the 15th day of conveying of approval/sanction for such area by DMRC or installation of advertisement, thereon, whichever is earlier. The licensee shall also update and pay to DMRC the interest free security deposit @ applicable rate for such additional area, subject to the Interest Free Security Deposit shall remain unchanged for a variation of (+/-) 10% from the minimum tendered area/Chargeable area as per Annexure-1. The licensee should submit written compliance of removal of any such additional area once the approved period is over.

9.8 If the Licensee is desirous of surrendering the additional advertisement area over and above the minimum area at each station as per Annexure-1, at any station, the licensee shall submit the plan for withdrawal of such additional advertisement area at each station. Such plans of surrendering additional advertisement area at any station shall be submitted preferably only once in a quarter, subject to

approval of DMRC and in one lot of minimum variation/reduction of 25 sqm of display area at each station per quarter. The License fees for such reduced additional area only approved by DMRC shall not be charged from the date of actual removal of such advertisement structure, by the licensee at the said specified Metro Station after certification by the Station Manager of the said station in writing confirming the removal thereof.

- 9.9 The Licensee shall submit details along with his contact Nos. & those of his authorized representative(s) which shall be readily available at the Metro Station(s), for conducting inspection of advertisement spaces including measurement of area, at a short notice failing which inspection done by DMRC official(s) shall be final and binding to the Licensee. If during inspection, the area of advertisement space for any category at any station is found to be at unapproved location or more than the approved area for that category at the Station, it shall be treated as unauthorized occupancy. The license fee of such unauthorized occupancy shall be charged at double the rate of the applicable license fee from the first day of that quarter or from the date of previous inspection in which the space was found as per approved plan, whichever is earlier. It shall be charged till a certificate of removal of that unauthorized occupancy/advertisements from the concerned Station Manager is submitted to DMRC or the unauthorized space is got approved from the DMRC, along with payment of license fee/IFSD, etc. whichever is earlier.
- 9.10 Licensee shall submit the monthly statement to PB wing of approved area as well as actual area utilized for advertisement at each station for each category, after due certification from Station Manager of the concerned Metro station. If the actual area utilized for advertisement at any station is found to be more than the approved area, the license fee shall be charged for actual area utilized at double the normal rate of the applicable license fee for the actual period of such occupancy till its removal or regularization whichever is earlier.

Chapter: 10

Factors Governing Selection of Permissible Advertisements

10.0 Factors Governing Selection of Permissible Advertisements

10.1 The Licensee shall take into account the following aspects while selecting advertisements on the panels and abide by all the instructions of DMRC in this regard.

- a) The advertisement is prohibited from carrying information or graphic or other media relating to alcohol and tobacco products.
- b) The advertisement will have no objectionable and indecent portrays of any person, products or any other terms.
- c) The use of DMRC name, logo or title in any manner without prior written permission of DMRC is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission in writing.
- d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
- e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission.
- f) Co-Branding of the Metro Stations shall not be allowed by the licensee.
- g) Any kind of audio advertisement including that from Digital Media shall not be allowed.

Chapter: 11

Minimum Material Specifications

11.0 Minimum Material Specifications

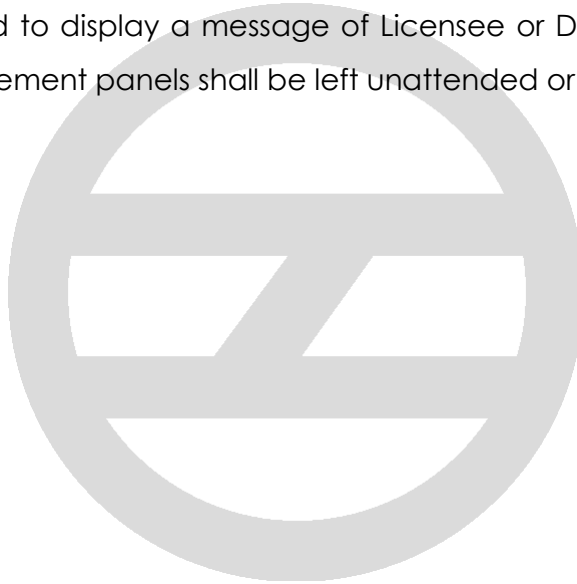
11.1 Licensee shall provide advertisement media / panels / fixtures conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertisement panels shall be provided by Licensee conforming to the following minimum specifications or its equivalent:

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

11.3 Advertisement spaces on Delhi Metro stations are hereby provided to Licensee on “as is where is basis”. Licensee may utilize existing prefabricated panels at the Metro stations, if any, for the purpose of advertisement after due refurbishment for due compliance of above specifications. However, if Licensee does not intend to utilize such existing prefabricated panels for advertisements, such prefabricated panels shall be disposed-off by Licensee at its own cost with the prior approval of DMRC on the terms and conditions as decided and approved by DMRC. DMRC decision on this regard shall be final.

- 11.4 The existing panels/cut-outs in underground stations shall be re-furbished by the licensee as per DMRC's specifications at its own cost and shall be available for utilization by Licensee for commercial advertisements. However, the un-utilized panels in underground stations may be used by DMRC for its own non-commercial messages and may be subsequently vacated by DMRC, if required by Licensee with mutual consent.
- 11.5 Licensee shall ensure that all the installed advertisement panels are fully engaged by proper advertisement media or any other proper creative to improve the ambience of the station. If advertisement is not available for any panel, the same should be utilized to display a message of Licensee or DMRC. At no stage, any installed advertisement panels shall be left unattended or blank.



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 - 5. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the advertisement 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-5. 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-5) as amended from time to time.
- 12.5 The licensee shall make provision for TOD energy meter as per extend DERC guidelines.

Chapter: 13

Maintenance of Advertisement Spaces

13.0 Maintenance of Advertisement Spaces

- 13.1 Licensee shall keep and maintain the advertisement media/panel in neat, clean condition and in safe & sound manner during the entire tenure of the license agreement. Any defective, weak or corroded structure should be replaced immediately with proper new structure after due certification from reputed agency. In case of any incident / injury caused to any person or property by advertisement media due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all consequences and is liable for compensation in this regard.
- 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 infringe/effect 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 will be considered as a Licensee's Event of Default that would entitle DMRC to terminate the License Agreement with 30 days written notice and forfeiture of interest fee security deposit, besides other action for damages/compensation for law and as per this agreement.
- 13.3 Access to Metro stations for the purpose of placement of advertisements shall be regulated by the office of the General Manager/Property Business and the Licensee is required to take necessary permissions in this regard from the office of General Manager/Property Business as per extant policy of DMRC. It is stated that the permission to the Licensee shall not be unduly denied.
- 13.4 Regular joint inspection of each Metro station will be conducted by DMRC officials and Licensee, at least fortnightly. Discrepancy noticed or any instructions issued by DMRC in this regard shall be rectified / complied by the Licensee within a period of 7 days, failing which DMRC reserves the right to impose fine upto

Rs.10,000/- per instance of violation per week per station. Deliberate or willful non-compliance of DMRC written instructions for a period of 45 days shall constitute Material breach and Licensee's Event of Default, which shall entitle DMRC to encash the Performance Guarantee in part or full and/or terminate the License Agreement after giving 30 days notice to the Licensee.

13.5 Such termination of the License Agreement and forfeiture of the Interest Free Security Deposit / Performance Security by DMRC shall be without prejudice to any other damages, rights or remedies available to DMRC under law or under this license agreement.

13.6 Further, DMRC can impose a fine on the Licensee of Rs.5,000/- per week per offence for any of 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 favour of DMRC. Charges to be accepted only with the approval of DMRC by official not below the rank of HoD.
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)	Utilizing advertisements at locations other than that approved by DMRC.
h)	Vacant panels, i.e without mounted displays/filler messages of DMRC, at any time (after completion of of fitment period)
i)	Non submission of monthly statement of approved plan and actual utilized area of advertisement at each station.

13.7 The amount of penalty shall become double the specified amount after three years from the date of commencement of License Agreement.

13.8 The option to impose fine, penalty, etc. under this License Agreement shall be exercised by DMRC official not below the rank of 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 reason of an event of Force Majeure, specified here under. 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 reason of Force Majeure shall be exempted for the affected period on pro-rata basis if the period of Force Majeure persists for more than 7 days.

14.3 Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of 7 days to the other party and in such a case interest free Interest Free Security Deposit / Performance Security 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 Event 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. Even non-payment of one month License Fee will be considered an Event of Default.

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 even after two 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 by giving a termination notice of 30 days . 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 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 30days. If the Licensee fails to cure the Default within 30 days, DMRC after giving a final 30 days notice shall be entitled to terminate the License Agreement,

immediately i.e after expiry of such 30 day period and licensee shall be bound to remove the advertisement panels within three working days of such termination.

- 15.3 Handing over on Termination / Completion / Surrender: In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall hand over to concerned Station Manager 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 (except as otherwise provided in this agreement), failing which these structures, media, fixtures, panels, etc. shall become property of DMRC. DMRC shall be free to dispose off the said property as it seems fit, without any further notice to the licensee. The licensee will not be entitled to any claim for compensation damages etc. on this account.
- 15.4 **On Operational Ground:** DMRC reserve the rights to terminate the License Agreement by giving three month advance notice in such exigency. The License agreement will stand terminated and the Interest Free Security Deposit / Performance Security will be refunded to the licensee after adjusting outstanding dues payable to DMRC, 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 termination letter, failing which these structures, media, fixtures, panels, etc. shall become property of DMRC. DMRC shall be free to dispose off the said property as it seems fit, without any further notice to the licensee. The licensee will not be entitled to any claim for compensation damages etc. on this account.
- 15.5 Termination by DMRC on operational ground may not take place in the first three years. If DMRC terminates the License for any operational exigency within three years, the Licensee shall be free to remove all advertising media within 30 besides release / refund of Interest Free Security Deposit / Performance Security , after adjusting outstanding dues payable to DMRC if any.
- 15.6 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 to twice the amount of license fees, as applicable in last quarter before such Termination / Completion / Surrender, shall be charged from the licensee for the period of such unauthorized occupancy beyond 30 days from the termination of Licensee.

15.7 Surrender of Contract Agreement :

- a) If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of two years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by DMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period of 30 days shall be provided to licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at zero/nil value. DMRC shall be free to dispose-off the said seized property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- b) The Licensee shall have an option to exit from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior intimation to DMRC which can be given before completion of defined lock-in period. [In this case lock in period is of 2 years, prior intimation can be given after 1 1/2 years], however option to exit will be available after two years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before

licensee is permitted to remove their establishment(s) or else DMRC will seize their property at zero/nil value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

- c) If the Licensee is desirous of terminating the license after expiry of lock-in period without serving any intimation period or shorter intimation period than 180days, the agreement shall deemed to be terminated on completion of such improper/short intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at zero/nil value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

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 for the claims upto Rs.50 Lakhs and a panel of five Arbitrators 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, from time to time on a regular basis, 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 Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee 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 advertisement/display. DMRC will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.

17.4 The Licensee will not ask for any claim or seek any compensation from DMRC if advertisement at any advertisement 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 in this contract.
- 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 favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -
- a) That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise:
 - b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by DMRC in favour of Licensee in or in respect of the said 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 /orwith 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 labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.

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 45 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of 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 The advertisement rights are granted to the Licensee on exclusivity basis. DMRC shall not engage any third/other party for commercial advertisement Rights inside these selected 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, besides DMRC's own Operational signage and signage for Commuters assistance/facilitation.

17.13 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 Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensor.
- c) That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the General Manager/Property Business or by his duly authorized representative.
- d) Only written instructions/ notices of any party shall be entertained by the other party.

List of Stations where Exclusive Advertisements Rights inside the selected/specified Metro Station are proposed to be granted in line 3 &4 of DMRC Network

Sr. No.	Name of Metro Stations of Line 3 &4 which are offered for exclusive inside advertisement	Minimum chargeable area in sq mtrs
1	Barakhamba Road	100
2	Mandi House (L-3)	66
3	Pragati Maidan	200
4	Indraprastha	200
5	Yamuna Bank	100
6	Mayur Vihar Phase-1	100
7	Mayur Vihar Extension	100
8	New Ashok Nagar	100
9	Laxmi Nagar	100
10	Nirman Vihar	100
11	Preet Vihar	100
12	Karkardooma	100
13	Anand Vihar ISBT	100
14	Kaushambi	100
	TOTAL	1566

Note-1: The Advertising spaces inside Selected Metro station is offered on license basis and is available on "as is where is basis".

Factors Governing Selection of Permissible/ Negative Advertisements

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

- a) The licensee is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
- b) The licensee will not have 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 advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
- e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission
- f) Any type of audio advertisement including that from Digital Media shall not be allowed.**
- g) All advertisement creative has to be approved by DMRC before display in metro premises.
- h) **Negative List of Advertisements:** The Licensee shall take into account that the following types of advertisements are strictly prohibited:
 - 1.1. Nudity.
 - 1.2. Racial Advertisements or advertisements propagating caste, community or ethnic differences.
 - 1.3. Advertisement of drugs, alcohol, cigarette, or tobacco items.
 - 1.4. Advertisements propagating exploitation of women or child.
 - 1.5. Advertisement having sexual overtone.
 - 1.6. Advertisement depicting cruelty to animals.
 - 1.7. Advertisement depicting any nation of institution in poor light.
 - 1.8. Advertisement banned by the Advertising Council of India or by law.
 - 1.9. Advertising glorifying violence.
 - 1.10. Advertisements of destructive devices and explosives depicting items, weapons and related items.
 - 1.11. Lottery tickets, sweepstakes entries and slot machines related advertisements.
 - 1.12. Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".
 - 1.13. Advertisements which may be defamatory, trade libellous, unlawfully threatening or unlawfully harassing.

Undertaking regarding payments though 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-3B.
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-3B. DMRC will give their consent within two working days within the receipt of aforesaid intimation for submission of request as per ANNEXURE-3B.
3. In case of any delay in receipt of aforesaid intimation mentioned at Pt. No. 2, DMRC reserve the right for refusal to accept payments through RTGS/ NEFT/ RTGS mode of payments.
4. In event of licensee/ party/ company's non-compliances to the aforesaid requirements. DMRC shall take action as under:
 - a.) In the absence of any details from licensee/ party/ company for consideration of DMRC amount received from the party shall not be accounted for and party shall continue pay interest/ penalty on the outstanding as per the provision of contract.
 - b.) In case of receipt of payment with incomplete details payment received shall be adjusted /allocated in the following order:
 - i) All the statutory dues/ Taxes shall be adjusted first.
 - ii) All payments made by DMRC on behalf of licensee/ party/ company such as water/ electricity/ maintenance charges/ annual maintenance charges etc. shall be adjusted after the adjustment statutory dues/ Taxes as mentioned in Pt. No. 4.b.i above.
 - iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.
 - iv) Sum remaining after adjustments as per items No. (i) to (iii) above shall be adjusted against lease rent/ space rent/ license fee as per the terms of contract.
 - v) In case amount received is even shorter than statutory dues, the licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as

applicable under the provisions of law. In addition to this, licensee/ party/ company shall also attract penalties as per the provisions of license agreements. Repeated violations of aforesaid instructions shall be treated as non performance/ breach of agreement and under the provisions of license agreement may attract maximum penalty of termination of license agreement.

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

Date: ____/____/____

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

ANNEXURE-3B

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: ___/___/_____

Business

No. DMRC/PB/UNDERTAKING/ECS/12/2

Signature of MGR/AM-Property

Dt. ___/___/___

ANNEXURE-3C

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: ___/___/_____

Business

Signature of MGR/AM-Property

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 branches located in Delhi only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ dated _____

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

In favour of

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

WHEREAS: -

1. DMRC, with a view to augment its revenues through non-tariff measures and to part finance its project, had earlier invited Request for Proposal (RFP) for assigning Exclusive Advertisement Rights inside Selected Delhi Metro Stations.
2. The Licensee shall design, procure / manufacture / fabricate, install / commission, manage, operate, maintain market and sell advertising opportunities in DMRC stations as specified in this Agreement at its own cost. Advertisement spaces on bare / prefabricated installed sites shall be identified by the Licensee and got approved from DMRC before commissioning.
3. DMRC has agreed to provide to the Licensee the advertising spaces (to be identified by the Licensee and approved by DMRC) on "as is where is basis", on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of nine years from the date of commencement of License fees, unless otherwise terminated/surrendered earlier or extended further.
5. The tender offer submitted by M/s _____ having their registered office at _____ has been accepted by DMRC vide LOA No. _____ dated _____.
6. As per the terms of the above mentioned LOA, the Licensee is required to display advertisements media on the sites handed over/approved to the Licensee Inside Selected Metro Stations 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: -
 - 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 six months of License fee duly escalated as per provisions of the License Agreement, 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.
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. The guarantor Bank confirms that it is on the SFMS(Structural Financial Messaging System) platform and that it shall invariably send a separate advice of this Bank Gurantee through SFMS system to the designated Bank of DMRC after obtaining details from the licensee.
 8. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
 9. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee's liabilities.
 10. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
 11. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
 12. The Courts at Delhi shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.
 13. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee
 14. This guarantee shall come into effect forthwith and shall remain in force upto _____ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing. This Guarantee is valid for a period of _____ Months from the date of signing. [The initial period

for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of License Agreement.]

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

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

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____



Rules and Guidelines for Release of Electric Power

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

inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.

7. At the end of the contract (pre-mature surrender/termination, natural completion, etc.), all cable, pre-paid meter, connected software, etc. shall be sole property of DMRC. The Applicant voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
8. Mode of power supply: If Applicant desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.
9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
10. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.
11. In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled. Format of application for temporary and permanent connection and lists of documents required are attached at Annexure- A & B.
12. Tariff: Rate of electricity shall be charged from Applicant at which concerned DISCOM would be charging, had they obtained electric connection from them.
13. The licensee shall mandatorily make provision for TOD Energy Meter as per the latest prevailing DERC guidelines.

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 conductor shall be used.
4. For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE , FRLS. In case of Underground stations, all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS6724.
5. The meter along with MCB & ELCB box 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 up stream breaker.
8. All materials specification must follow standards, codes and specification as used by DMRC in the E&M works.
9. In case, the Applicant draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Applicant pays necessary penalty as per DERC norms and removes excess load.

10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and 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

The 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/- (duly notarised)]

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 Applicant will have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by DMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
 - 13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/schemes/details shall be taken from DMRC O&M wing.
 - 13.3 Only FRLS cable of required size shall be used for tapping off supply from DMRC fixed supply to Applicant premises in rigid GI Conduit pipe.

- 13.4 Applicant will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/caping. 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 that 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 / Performance Security
- 13.15 In case, the Applicant is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of DMRC.
14. that the Applicant shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
15. that the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.
16. that the supply shall not be extended/sublet to any other premises.
17. that the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
18. that DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. that DMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.
20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
21. that DMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the DMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by DMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
22. that all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.

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

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

Date:

Place:

Signature of Applicant

(Full name)

Signed and delivered in the presence of:

Witness 1

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}

Annexure-H

DECLARATION

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

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.
- 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 / Performance Security
- 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.
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.

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}

