DELHI METRO RAIL CORPORATION LIMITED

Tender Document for Exclusive Co-Branding rights at Selected Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules

Tender No. DMRC/PB- 58

October 2026

Metro Bhawan

Fire Brigade Lane, Barakhamba Road

New Delhi-110001, India

Tender Document for Exclusive Co-Branding rights at Selected Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules

Name and Address of the Bidder to whom issued:

……..

……..

……..

……..

Date of Issue ……

Issue by ……..

Cost of Tender Document: **₹29,500/-** inclusive of 18% GST, which is non-refundable.

TENDER DOCUMENT FOR CO- BRANDING RIGHTS OF SELECTED METRO STATIONS OF DELHI REGION OF DMRC NETWORK

TABLE OF CONTENT

CHAPTER NO.	DESCRIPTION	PAGE NO.
1	NOTICE INVITING TENDER	5-8
2	DISCLAIMER	9
3	ELIGIBILITY CRITERIA FOR BIDDERS	10-12
4	SUBMISSION OF BIDS BY BIDDERS	13-17
5	INSTRUCTIONS FOR ONLINE BID SUBMISSION	18-20
6	EVALUATION OF BIDS	21-23
7	OBJECTIVE & SCOPE	24-28
8	TERMS & CONDITIONS	29-32
9	MISCELLANEOUS	33
10	APPENDICES OF THE TENDER DOCUMENT	34-149
Appendix-1	DETAILS OF ADVERTISING SPACES OFFERED FOR LICENSING	34
Appendix-2	LETTER OF APPLICATION & INTEREST	35-36
Appendix -3	FINANCIAL BID FORM	37
Appendix -4	GENERAL INFORMATION OF THE BIDDER	38
Appendix -5	FORMAT FOR POWER OF ATTORNEY IN FAVOUR OF AUTHORISED SIGNATORY	39
Appendix -6	CONSORTIUM AGREEMENT/ MEMORANDUM OF UNDERSTANDING	40-41
Appendix -7	AFFIDAVIT (BY EACH MEMBER OF THE BIDDING ENTITY)	42

Appendix -8	UNDERTAKING FOR THE RESPONSIBILITY OF THE LEAD MEMER OF THE BIDDING ENTITY	43
Appendix -9	CERTIFICATE OF STATUTORY AUDITOR/ CHARTERED ACCOUNTANT (REGARDING GROSS TURNOVER & OTHER FINANCIAL DOCUMENTS OF THE BIDDER)	44
Appendix -10	UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT	45
Appendix -11	UNDERTAKING FOR NOT BEING BANNED/ DEBARRED FROM BUSINESS	46
Appendix-11A	UNDERTAKING FOR NO DUES PENDING	47
Appendix -11B	UNDERTAKING (AS PER CLAUSE 3.10 OF THIS TENDER DOCUMENT)	48
Appendix -12	DECLARATION / UNDERTAKING REGARDING HOLDING / SUBSIDIARY COMPANY	49
Appendix-12A	DETAILS OF BANK ACCOUNT FOR REFUND OF TENDER SECURITY/ EMD	50
Appendix -12B	UNDERTAKING FOR RESPONSIBILITY (FOR BIDDERS)	51
Appendix -13	CHECKLIST FOR BID SUBMISSION DOCUMENTS	52-53
Appendix -14	DRAFT LICENSE AGREEMENT	54-149

CHAPTER-1:

NOTICE INVITING TENDER

1.1. DMRC invites open e-Tenders/bids from interested Bidders who may be a Sole Proprietorship Firm, a Partnership Firm or a Company having registered office in India & incorporated under the companies act 1956/2013 or a combination of above in the form of Joint Venture (JV) or Consortium for selection of a Bidder to License out 'Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules' for (10+5) years.

1.2. The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting the Bidding Process if the constituent of one Bidder is also a constituent of another Bidder.

1.3. DMRC shall receive Bids (e-tender) pursuant to this Tender Document, in accordance with the terms & conditions set forth herein and as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms & conditions on or before the last date and time specified in this document for this purpose. The Bidders are advised to visit the site/ locations/ stations and familiarize themselves with the proposed advertising spaces offered and all activities, necessary in this regard.

1.4. **Salient features of bidding Process**:

DMRC has adopted a single stage single packet Bidding Process to select a suitable Highest bidder(s) to grant 'Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules' mentioned at Appendix-1 of this Tender Document.

a) Bidders have to bid for the full/ entire offered advertisement spaces as per Appendix-1 of this Tender Document without any provision for partial surrender of the licensed spaces during the currency of the contract along with/ after submitting Cost of Tender Document along with EMD. Contract for 'Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules' shall be awarded to the bidders as per the H-1 rate received and accepted by DMRC, for the station(s) offered as per Appendix-1 of this Tender Document.

b) Schedule of Bidding Process:

1.	Cost of Tender Document (Non-Refundable)	**₹29,500/-** (25,000/- + 18% GST) The Cost of Tender Document shall be accepted only in the form of DMRC's CPP/RTGS/NEFT/IMPS in favour of "Delhi Metro Rail Corporation Ltd" and payable to /for credit of A/C of DMRC Ltd. with Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003.
2.	Tender Security/ EMD (to be accepted online in form of DMRC's CPP/RTGS/NEFT/IMPS as per details in 1.4(b)(1))	**₹10,61,398/-** (Rupees Ten Lakh Sixty One Thousand Three Hundred Ninety Eight Only) Note: The EMD amount(s) shall be paid separately for each Schedule, in case the bidder(s) applies for more than one Schedule.
3.	Sale of Tender Document (online only)	From **15.10.2026 to 16.11.2026** (up to 1500 hrs.) at e-tendering website: https://eprocure.gov.in/eprocure/app
4.	Pre-Bid Meeting	The pre-bid meeting shall be conducted on 29.10.2026 @1100 hrs at Meeting Room, 4th Floor, B-wing, Metro Bhawan, Barakhamba Road, New Delhi and also through online mode (link for the said meeting shall be shared with the interested parties who shares their interest through the email (pbtenders@dmrc.org) only, by 27.10.2026). Further, bidders are requested to send Pre-bid clarifications on the registered official email of DMRC i.e. pbtenders@dmrc.org latest by 1700 hrs. on 02.11.2026.
5.	Last Date of receiving written queries by DMRC	**02.11.2026** up to 1700 hrs
6.	DMRC's response to queries latest by	**05.11.2026** up to 1700 hrs
7.	Start Date & Time of Submission (e-tender) of Bid (online only)	**06.11.2026** from 1500 hrs
8.	Last Date & Time of Submission (e-tender) of Bid (online only)	**16.11.2026** up to 1500 hrs
9.	Date & Time of Opening of Technical/financial Bids online	**17.11.2026** at 1500hrs
10.	Validity of Bid	Up to 180 days from the last date of submission of bid.

The Cost of Tender Document along with Tender Security/ EMD have to be submitted online through DMRC's CPP/ RTGS/ NEFT/ IMPS for credit of the account, details of which is given at clause 1.4(f); on or before the last date & time of uploading of bid as per Clause 1.4(b)(8) above, failing which the offer/ bid of such bidder shall be declared as ineligible and the said bid submitted shall be summarily rejected. The Bid shall be valid for a period upto 180 days from the last date of submission of bid. No other mode of payments will be accepted. The bidder will be required to upload scanned copies of transaction of payment of Cost of Tender Document along with Tender Security/ EMD clearly indicating the UTR No._____ & Tender Ref. No. DMRC/PB- 58. The detail of Cost of Tender Document along with Tender Security/ EMD remitted as per above should be correctly uploaded & detail must match in the online submission failing which the payment may not be considered to be uploaded in online bid submission.

c) Tender Document (non-transferable) can be downloaded from the web site https://eprocure.gov.in/eprocure/app. The Bidder shall submit along with the Bid Application, Cost of Tender Document along with Tender Security/ EMD as mentioned herein under.

d) The payment of the Cost of Tender Document along with Tender Security/ EMD is acceptable from any account of the bidder. However, applicant shall submit such transaction details along with their tender submission on e-procurement portal. If the same transaction reference number has been submitted for more than one bid. All such bids shall be considered ineligible and summarily rejected.

e) Bidders are expected to carry out extensive survey of DMRC advertising spaces on offer under this tender document and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance to the prospective Bidders.

f) The Bid submissions must be made online after uploading the mandatory scanned documents towards Cost of Tender Document, Tender Security/ EMD and other documents as stated in this Tender Document. Details of bank account of DMRC for payment are as follows:

Name of Bank	Bank's Address & MICR Code	Account Name & No.	Account Type	IFSC Code
M/s Union Bank of India	Connaught Place Branch at New Delhi & MICR-110026006	DMRC Ltd. Current A/C No. 307801110050003	Current	UBIN0530786

Moreover, the bidders are advised to make the payments preferably through the Payment Portal available on DMRC's official website i.e. https://services.billdesk.com/MercOnline/web/delhi-metro/pay.

g) All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/ space should be there in the name of uploaded file.

h) Bids received after due Date & Time of Submission (e-tender) of Bid shall not be accepted under any circumstances.

i) If a Bid is submitted by a JV/ Consortium, following shall be abided by all its members:

i. For the purpose of evaluation of Consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the Consortium.
ii. The Lead Member of the JV/ Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/ Consortium during full tenure of License Agreement.
iii. Any change in percentage stake of JV/ Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash Interest Free Security Deposit (IFSD) and/ or to terminate the License Agreement after 30 days' notice.
iv. Minimum percentage stake of any member in JV/ Consortium during license period (including lock-in period) shall not be less than 15%.
v. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/ Consortium.
vi. All members of such entity shall be jointly and severely liable for the performance of License Agreement.
vii. For the purpose of evaluation of the consortium/ JV each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium of JV.

Illustration: *Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV. In such a condition, 70% of A's turnover and 30% of B's turnover will be taken for the calculation of eligibility of the JV.*

1.5 The Bidders are advised to keep in touch with e-tendering portal https://eprocure.gov.in/eprocure/app and Delhi metro website at www.delhimetrorail.com for updates.

1.6 The bidders has to comply with rules and regulations of "Safety and Health Management Policy" & "Suspension & Banning Policy" of DMRC (attached separately).

1.7 In case of any grievances/ complaints regarding this tender, the bidders are advised to contact:

1.) General Manager (Property Business)
DMRC, 3rd Floor, A Wing, Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi -110001
Email Id: gmpb@dmrc.org
Phone No: 011-23418417

2.) Chief Vigilance Officer
DMRC, 1st Floor, A Wing, Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi -110001
Email Id: cvodmrc@dmrc.org
Phone No: 011-23418406
Website: http://www.delhimetrorail.com/vigilance.aspx

General Manager/Property Business
Delhi Metro Rail Corporation Limited

CHAPTER-2:

DISCLAIMER

2.1 This Tender Document is an invitation by DMRC to the interested Bidders for participation in the e-tendering process for selection of Licensee. This Tender Document is provided with information that may be useful to bidders in making their Bids pursuant to this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by DMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources.

2.2 Information provided in this Tender Document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2.3 DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this Tender Document. DMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise arising in any way for participation in this Bid Stage.

2.4 The issuance of this Tender Document does not imply that DMRC is bound to select a successful Bidder or to appoint the Preferred/ Selected Bidder as a Licensee, as the case may be, for the grant of License and DMRC reserves the right to reject any or all of the Bids without assigning any reason whatsoever. Bidders shall bear all costs associated with or relating to the preparation and submission of the Bid. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this Tender Document shall be considered only if it is submitted in writing.

CHAPTER-3:

ELIGIBILITY CRITERIA FOR BIDDERS

3.1 Prospective Bidders and/ or their holding companies and/ or other subsidiaries and controlled by the same holding company should have a minimum annual average turnover, as detailed in the table below:

S.No.	Schedule	Station Name	Category	Line	Min. Annual Average Turnover (₹)
1	I	Delhi Gate	D	6	50,00,000
2	II	Janpath	D	6	60,00,000
3	III	Khan Market	D	6	80,00,000
4	IV	Jangpura	D	6	40,00,000
5	V	Moolchand	D	6	40,00,000
6	VI	Kailash Colony	D	6	60,00,000
7	VII	Govind Puri	D	6	70,00,000
8	VIII	Harkesh Nagar Okhla	D	6	40,00,000
9	IX	Jasola Apollo	D	6	40,00,000
10	X	Mohan Estate	D	6	40,00,000
11	XI	Tughlkabad	D	6	50,00,000
12	XII	Badarpur Border	D	6	1,30,00,000

The bidder should have a minimum annual average turnover in last 3 (three) years audited financial statements years i.e. F.Y. 2025-26, FY 2024-25 and FY 2023-24 duly certified by Statutory Auditor/ Chartered Accountant under his signature along with stamp. The bidders shall upload the audited financial statements including profit and loss account for the above mentioned last three financial years, as applicable and stated above. In case of JV/ Consortium, the audited reports of each relevant member of JV/ Consortium for the last 3 financial years shall be submitted. In case the audited balance sheet of the latest financial year is not yet available, then the bidder(s) is required to submit audited financial statements for F.Y. 2024-25, FY 2023-24 and FY 2022-23 along with an affidavit and a certificate from the Statutory Auditor/ Chartered Accountant duly certifying that the balance sheet for F.Y. 2025-26 has not been audited so far.

Note:

i) In case there is a mismatch in submitted financial statement & Statutory Auditor/ Chartered Accountant Certificate of turnover, then data in the financial statements will prevail.

ii) All the documents or certifications which are provided by Chartered Accountants after 1st July, 2019 must contain UDIN thereon and the particulars of certifications must be same as mentioned on documents/certification and submitted to ICAI on its website which can be verified online on https://udin.icai.org/search-udin.

iii) For turnover upto 20.0 Lacs, Bidder has to submit certificate from Chartered Accountants for turnover along with UDIN. No Financial Statement is required.

3.2 For the purpose of the above said eligibility criteria, turnover of the bidding entities including holding companies and or other group subsidiaries companies and controlled by the same holding company, whether Indian or foreign would be considered.

3.3 If the bidder fulfills the eligibility criteria on account of the holding company or subsidiary company and not on its own capability, the bidder has to submit an additional Interest Free Security Deposit equivalent to twelve (12) months of licensee fee in the form of DMRC's CPP/RTGS/NEFT/IMPS/BG/FDR. This will be in addition to the regular Interest Free Security Deposit required as per contract conditions.

3.4 In all such cases where the bidder submits the financials of its holding or other group subsidiary company for the purpose of evaluation of eligibility, the concerned holding company and/ or subsidiary company shall also submit a letter of consent/ undertaking for such submission of financial data for evaluation purpose and acceptance of terms and conditions of the bid document as per the prescribed format (Appendix 12 attached).

3.5 Bidders who opt to include and submit the turnover of its controlling company and or other group subsidiaries companies, controlled by the same holding company for the purpose of evaluation of eligibility, they shall also submit explicit documentary evidence of controlling interest between the holding companies and its other group subsidiary companies whose financials are submitted.

The bidder must be an Indian entity; however the holding company or its group subsidiary company and whose financials are included for evaluation of eligibility may be incorporated overseas.

3.6 In case the successful bidder (H1) fails to accept the terms and conditions of the LOA and/ or fails to make due payments there under, then such Bidder and/ or their holding companies and/ or other subsidiaries and controlled by the same holding company and where such financials are resorted to and submitted for the purpose of evaluation of eligibility shall be banned as per the Suspension and Banning Policy of DMRC as enclosed separately with this Tender Document. The decision of DMRC in such case shall be final.

3.7 The Bidder(s) shall enclose the following document(s) along with their Bid:

a) A Certificate(s) from their Statutory Auditor/ Chartered Accountants along with their Bid providing the information sought as per format given in Appendix-9.

b) Audited Financial Statements including Gross Annual Turnover, Balance Sheet, Profit Loss Account, etc. for immediate preceding 3 (three) completed financial years [i.e. FY 2025-26, FY 2024-25 and FY 2023-24]. If audited financial statement for the last completed year i.e. F.Y. 2025-26 is not available, the Bidder shall furnish an affidavit along with a certificate from the Statutory Auditor/ Chartered Accountant in this regard certifying that the balance sheet for the financial year 2025-26 has not been audited so far. In such case, the financial statements may be submitted for the financial year F.Y. 2024-25, FY 2023-24 and FY 2022-23. In case Audited Balance Sheets/ financials of last 3 preceding years other than the Latest/ Last financial year (F.Y. 2025-26) are not submitted, the Bid shall be considered as non-responsive and shall not be evaluated.

c) Appendices duly filled/ signed and stamped on stamp paper of appropriate vale, as required.

d) A checklist (Appendix-13) stating that all the necessary supporting documents, including audited accounts and financial statements have been provided.

3.8 A stamped undertaking that:

a) DMRC/ any other Metro Organization (100% owned by govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries must not have been banned/ debarred business with the applicant/ bidder (including any member in case of JV/ Consortium) or with/ of its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per clause 3.1 to 3.7 above as on the date of tender submission.

The bidder should submit undertaking to this effect in Appendix 11 of the tender document. Also no contract of the bidder or with/ of its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per clause 3.1 to 3.7 above executed in either individually or in a JV/Consortium, should have been rescinded/terminated by DMRC after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the bidder or any of JV/ Consortium members. The bidder should submit undertaking to this effect in Appendix 11 of the tender document.

b) In case, at a subsequent date, the successful bidder/ licensee is found to have been banned as per Suspension and Banning Policy of DMRC (enclosed separately with this Tender Document), DMRC shall be at liberty to and have full rights to cancel the allotment of license for Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules and forfeit all the payments made by the licensee including the Interest Free Security Deposit (IFSD) after adjusting any dues payable by the successful bidder/ licensee. The bidder should submit undertaking for the above as per Appendix 11.

3.9 A Bidder is required to submit details as per Appendix-12 (A) of TENDER DOCUMENT for refund of Tender Security/ EMD, as the same has been submitted in the form of DMRC's payment portal/ RTGS/ NEFT/ IMPS.

3.10 Bidder / SPV (either as single entity or as a member of JV / consortium or SPV of JV / consortium / single entity) having any existing lease / License Agreement of DMRC property(ies) will be considered ineligible to participate in the bid if as on last date of submission of this tender the lessee / licensee:

a) has any dues pending for more than **90 days**.
b) has any case wherein any licensed / leased space / premises have not yet been vacated after completion of the tenure of the lease including grace period (if any provided) or after premature termination / surrender of lease.
c) has any case wherein the possession of any licensed / leased space / premises has not yet been taken over by them due to reasons attributable to them.
d) has an un-resolved case of non-vacation of encroached area including encroachment of common areas / circulating area or any other space which has not been licensed to them even after a notice has been issued to vacate.
e) has not opened the Escrow account for the license / lease agreement(s) of DMRC in which there is a provision of opening of Escrow account.
f) has not ensured that sub-Lessees are making all the payments whatsoever through escrow account and does not remit all DMRC dues through said Escrow account, if Escrow Account is opened.

3.11 The bidder is required to submit the details by duly filling up Appendix 11A & 11B. In case the bidder is not an existing lessee / licensee / concessionaire of DMRC, the fact shall be clearly stated in the said Appendix.

3.12 The Bidder should be a registered advertiser with MCD, the certificate regarding which has to be submitted with the bid. The bid without the registration certificate shall not be considered and is likely to be rejected on this ground itself, as registration with the Municipal Corporation of Delhi (MCD) is a mandatory clause of DELHI OAP-2017.

3.13 In case of mismatch in financial data in the submitted documents i.e. in the Statutory Auditor/ Chartered Accountant certified documents and data in Audited Balance Sheet, the data from audited balance sheets shall prevail.

3.14 The Bidder shall be required to submit with his tender the copies of registration with appropriate authorities i.e. EPF, ESI, Income Tax (PAN Card), Service Tax, and copy of GST registration in the state of Delhi or shall submit an undertaking that he will get registered with appropriate GST authorities in the State of Delhi in case of award of LOA to them as per relevant act. In case of non-compliance of aforesaid requirements, the tender is liable to be summarily rejected.

3.15 Bidders who fail to fulfill the eligibility criteria as mentioned in this Tender Document, their bid shall be summarily rejected.

CHAPTER-4:

SUBMISSION OF BIDS BY BIDDERS

4.1 For participation in e-tendering process, the Bidder(s) has to be registered on e-tendering portal https://eprocure.gov.in/eprocure/appupon registration, they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of bid process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The Tender Document can only be downloaded or uploaded using Class-II or Class-III digital signature of the authorized signatory. If needed prospective bidder can be imparted training on 'online tendering processes'.

4.2 The Bid should be furnished in the format at Appendices 2 to 14, clearly providing the details for fulfilling Eligibility Criteria. The Tender Documents shall be signed by the Bidder's Authorized Signatory.

4.3 The Tender Security/ EMD of unsuccessful bidders shall be refunded after award of License without considering any interest thereon. The Tender Security/ EMD of the Selected Bidder shall be adjusted against the Interest Free Security Deposit (IFSD). If the selected Bidder withdraws/alter their Bid at any stage, their Tender Security/ EMD shall be forfeited by DMRC.

4.4 Bid Variable: The Bidder(s) shall quote for each Metro Station for which the bid is made for co-branding rights. The bidder shall quote the Bids for each station. The single rate quoted for Co-Branding rights shall constitute the Annual License Fee for the respective metro station. The quote shall be in both words as well as figures. If there is a discrepancy between words and figures, the amount in words shall prevail.

4.5 All advertisements including digital advertisements (as applicable) shall only be allowed if they are in accordance to DELHI OAP-2017or as amended from time to time and other applicable laws/ statutes/ directives/ guidelines etc. issued by the Competent Government Authority from time to time.

4.6 The bid shall be submitted by the bidder in two parts comprising of Technical Bid and Financial Bid in a single packet. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this Tender Document and as mentioned in clause 4.7 below. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same date and time as mentioned in this Tender Document. The offer of Bidder, who does not fulfill the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with their Bid an undertaking stating that all the necessary supporting documents, including audited accounts and financial statements, certificate(s) from their Statutory Auditor/ Chartered Accountants have been provided.

4.7 Technical Bid: The Bidder shall on or before the date and time given in the Notice Inviting Tender, upload their Tender on e-tendering portal https://eprocure.gov.in/eprocure/app. The Bidder shall ensure that a receipt is obtained for the submission of their Tender. Such receipt is being issued free of cost. The Bidder shall upload scanned copies of following documents (not limited to) in Technical Bid:

4.7.1 Cost of Tender Document Deposit slip.
4.7.2 Tender Security/ EMD Deposit slip.
4.7.3 Appendix-2 (On Official letter head of the Bidder)
4.7.4 Appendix -3 (Financial Bid)

4.7.5 Appendix -4 (General Information of the bidder)
4.7.6 Appendix -5 (Format for Power of Attorney for Signing of Application)
4.7.7 Appendix -7 (Affidavit to be submitted by all the bidders)
4.7.8 Appendix -9 (Certificate of Statutory Auditor/ Chartered Accountants)
4.7.9 Appendix -10 (Undertaking for downloaded tender document)
4.7.10 Appendix -11 (Undertaking of not being banned / debarred from business)
4.7.11 Appendix -11 A (Undertaking as per Clause 3.11 (a) of Eligibility Criteria of TENDER DOCUMENT)
4.7.12 Appendix -11 B (Undertaking as per Clause 3.11 (a) of Eligibility Criteria of TENDER DOCUMENT)
4.7.13 Appendix -12 (Declaration / Undertaking for resorting to & submitting financials for evaluation of eligibility)
4.7.14 Appendix -12A (Details of Bank Account for Refund of Tender Security/ EMD)
4.7.15 Appendix -12B {Undertaking for Responsibility (For Bidders)}
4.7.16 Attested copies of Memorandum of Association and Articles of Association in case of companies or bodies corporate and copy of partnership deed in case of the Partnership Firm.
4.7.17 In case of JV/Consortium, Appendix -6 and 8 – Consortium Agreement & Undertaking of responsibility.
4.7.18 Self attested copies of the PAN Card and GST Registration Certificate (of lead member in case of JV/Consortium).
4.7.19 Copies of (duly audited and certified by a Statutory Auditor/ Chartered Accountant) Profit and Loss Account/Balance Sheet of sole proprietor concern or a partnership firm or a company & of all members in case of JV/Consortium, Annual Report in case of a company as per the Companies Act.
4.7.20 Copy of the complete Tender Document including Draft License Agreement (Appendix -14) and Addendum/ Corrigendum (if any) and replies to pre bid queries duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of terms and conditions set out therein.
4.7.21 Bidder is required to submit Appendix-12A (Details of Bank Account for Refund of Tender Security/ EMD).
4.7.22 Valid advertiser Registration Certificate issued by Municipal Corporation of Delhi (MCD), as per Outdoor Advertising Policy 2017 (OAP- 2017).
4.7.23 In case any or all of the provisions mentioned above are not applicable, the Bidder should give a NIL statement/declaration to that effect. Non submission will not be considered as exemption.

4.8 Financial Bid: The bidder shall Bidder(s) shall quote for each Metro Station for which the bid is made for co-branding rights. The bidder shall quote the Bids for each station. The single rate quoted for Co-Branding rights shall constitute the Annual License Fee for the respective metro station. The quote shall be in both words as well as figures. If there is a discrepancy between words and figures, the amount in words shall prevail. This quoted rate shall be applicable for static advertisements. However, digital advertisements may be permitted with the prior approval of MCD to be taken by the licensee through DMRC. Also, higher revenue share to be paid to MCD on this account shall be borne by the licensee only. Here, it shall be noted that DMRC shall continue to charge for static advertisement for any such period of approval/ non approval for digital advertisements.

4.9 The documents including this Tender Document provided by DMRC shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and submission of Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than preparation and submission of

their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders and DMRC shall not return to the Bidders any Bid, document or any information provided along with Bid.

4.10 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.11 Pre-Bid Meeting: The date and time for Pre-Bid meeting of the Bidders has been notified in Notice Inviting Tender. During the course of Pre-Bid Meeting, the participants may seek clarifications and put suggestions for considerations. DMRC shall endeavor to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC's point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant.

4.12 It shall be deemed that by submitting a Bid, the Bidder has:

4.12.1 made a complete and careful examination of the bidding documents;
4.12.2 received all relevant information from DMRC;
4.12.3 Accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in tender document;
4.12.4 Satisfied itself about all matters, things and information necessary and required for submitting the Bid, execution of the License Agreement and performance of all of its obligations there under;
4.12.5 Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from DMRC or a ground for termination of the License Agreement by the Licensee;
4.12.6 Acknowledged that they do not have a conflict of interest with the bidding process; and
4.12.7 Agreed to be bound by the undertakings provided by them under and in terms hereof.

4.13 DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender document or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.

4.14 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender document or the Bidding Documents and the Bidder shall, when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of their obligations or liabilities hereunder nor shall it affect any rights of DMRC there under.

4.15 Amendment of this Tender Document:-

4.15.1 At any time prior to the starting of the Bid submission date and time, DMRC may for any reason, modify the Tender Document by the issuance of Addenda/Corrigenda.

4.15.2 Any Addendum/Corrigendum issued hereunder shall be uploaded on the DMRC official website i.e. **www.delhimetrorail.com** and **https://eprocure.gov.in/eprocure/app** only.

4.15.3 In order to provide the Bidders a reasonable time for taking an Addendum into account or for any other reason, DMRC may extend the Bid submission date and time.

4.15.4 The Bidders are requested to be in touch with official website of DMRC i.e. www.delhimetrorail.com and https://eprocure.gov.in/eprocure/app for all updates, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.

4.16 Preparation and Submission of Bids:

4.16.1 Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender Document as per the required format.

4.16.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) who is (are) authorized to sign the Bid.

4.16.3 The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) online only in electronic format with digital signatures and after uploading the mandatory scanned documents towards cost of Tender Document, Tender Security/ EMD and other documents as required under this Tender Document.

4.16.4 The Bidders have to produce the original documents as and when required by DMRC. The failure of the Bidder or Licensee to furnish the said original documents will empower DMRC to summarily reject their Bid.

4.16.5 Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.

4.16.6 The Bidders should carefully note the following instructions:

1. The Bidders should ensure that the complete Tender Document has been downloaded.
2. The printout of Tender Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on website. The print should be legible and indelible.
3. In case of any correction/addition/alteration/omission in the Tender Document, as made available by DMRC, is observed at any stage, the Bid shall be treated as non-responsive and shall be rejected out-rightly.

4.17 Late Tenders: Tenders have to be uploaded on e-tendering portal https://eprocure.gov.in/eprocure/app before the due date and time of tender submission. It shall be the responsibility of the bidder to ensure that their Tender Security/ EMD and cost of tender documents are submitted before the schedule date and time for submission of bid. Cost of Tender Document &Tender Security/ EMD received after due date and time of submission of Bid shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The bidders are advised to upload their submissions well before the due date and time of tender submission to avoid any last moment problems. DMRC shall not be responsible for Tender Security/ EMD and Cost of Tender Document delivered in other form to any other

place/person in DMRC (like DAK section/Receipt Section, etc.). DMRC may extend the deadline for submission of tenders by issuing an amendment. In such case, all rights and obligations of DMRC and the applicant previously subject to the original deadline will thereafter be subject to the deadline as extended. Notwithstanding anything contained in this Tender Document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

4.18 Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, DMRC may annul the award. Further, the Applicant may be blacklisted for participation in any future Tenders of DMRC. In such a case DMRC shall forfeit all payments made to DMRC. The Bidders are required to download the Addenda/ Corrigenda, pre/post bid queries etc. from e-Tendering portal https://eprocure.gov.in/eprocure/app.

4.19 Bids hall not be modified or withdrawn by the bidder after the date of submission.

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

4.21 No Bids will be accepted in physical form and in case it has been submitted in physical form it shall be rejected summarily.

CHAPTER-5 :

INSTRUCTIONS FOR ONLINE BID SUBMISSION

5.1 General

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

5.2 REGISTRATION

a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.

b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / n-Code / e-Mudhra etc.), with their profile.

e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

5.3 SEARCHING FOR TENDER DOCUMENTS

a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

c) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

5.4 PREPARATION OF BIDS

a) Bidder should take into account any Corrigendum / Addendum published on the tender document before submitting their bids.
b) Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
c) Bidder, in advance, should get ready the bid documents to be uploaded as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
d) To avoid the time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5.5 SUBMISSION OF BIDS

a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
c) Bidder has to select the payment option as "online" to pay the tender fee/as applicable and enter details of the instrument.
d) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
e) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
f) All the documents being uploaded by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.
g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

h) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

i) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5.6 ASSISTANCE TO BIDDERS

i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

iii) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:
Mobile Numbers: 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874,91 8826246593

Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 30702232. Other Tel: 020-4200462, 0120-4001002. E-Mail: cppp-nic@nic.in

CHAPTER-6 :

EVALUATION OF BIDS

6.1 **Tender Opening:** Bids shall be opened online by the Tender Opening Committee of DMRC on due date and time of tender opening. The Tender Security/ EMD will be checked. Tender Document details for selection of Licensee for Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules will be read out for the information of the representatives of Bidders. Tender which is accompanied by an unacceptable Tender Security/ EMD shall be considered as non – compliant and shall be rejected. The Financial and Technical Bids of all Bidders shall be opened on due date & time as mentioned in the Tender Document. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by DMRC, the next official working day shall be deemed as the date of opening of Financial and Technical Bids. DMRC shall prepare a record of opening of the Bids which shall include the name of bidder and whether there is a withdrawal, substitution or modification; alternative proposals, and presence or absence of Tender Security/ EMD+ Cost of Tender Document. The sealed financial bids and technical bids of all bidders will be opened on due date and thereafter evaluation of the financial bid of the technically eligible bidder shall be undertaken.

6.2 **Evaluation of Financial Bids:** The Financial bid shall be opened on a date mentioned in the TENDER DOCUMENT. The offer of Bidder, who does not fulfill the Eligibility criteria, shall be summarily rejected. H1 eligible bidder among the technically eligible bidders for the particular respective Schedule shall be considered for granting Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules, after assessment by DMRC. However, DMRC's decision shall be binding and final. If there is shortfall of document(s) clarification may be sought from the bidder (H1) giving him appropriate opportunity & time before disqualifying.

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

6.4 Selection of Bidder who qualifies the Technical& Financial Criteria:

a) After selection, Two Letter of Acceptance (the "LOAs") shall be issued, in duplicate, by DMRC to the Selected Bidder.
b) One copy thereof shall be returned to DMRC within seven (7) days of date of issue of LOA, duly signed with stamp as a token of unconditional acceptance and acknowledgement.
c) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

S.No.	Stage of Activity	Time Period
1	Payment of Interest Free Security Deposit (IFSD) to DMRC by Licensee	Within 30 days of date of issue of Letter of Acceptance.
2	Signing of License Agreement	Within 30 days of receipt of the payments of interest free Security Deposit/ Interest Free Security Deposit (IFSD) as per LOA.

3	Duration of License Agreement	Ten years extendable for further Five years after negotiation and on mutually agreed terms and conditions & it shall commence immediately after expiry of the fitment period of 120 days i.e. from the 121st day from the date of first handing over or deemed handed over, whichever is earlier, of the Station as mentioned in Appendix-1 with lock in period of two year in each tenure/extended tenure of the contract.
4	Handing over or deemed handing over, whichever is earlier, of selected metro stations to the Licensee for Co-Branding	Within 7 days of signing of License Agreement. **Physical or Actual Handing Over of Licensed Space:** **(a)** If the licensee makes payments in first 30 days of issue of the LOA, the licensed space must be taken over by the licensee after execution of License Agreement and within 67 days of issue of LOA. **(b)** If licensee makes LOA payments beyond 30 days and in 60 days of issue of LOA, i.e., with applicable interest, the licensed space must be taken over by licensee after execution of License Agreement and within 97 days of issue of LOA. **Deemed Handing Over of Licensed Space:** **(a)** If the licensee fails to take over the licensed space physically, the licensed space shall be deemed handed over by DMRC on 68th day of issue of LOA. **(b)** If the licensee fails to take over the licensed space physically or any extension of time for LOA payments has been granted by DMRC, the licensed space shall be deemed handed over by DMRC on 98th day of issue of LOA.
5	Commencement of License Fee	Immediately after fitment period of 120 days i.e. w.e.f. 121st day from date of first handing over or deemed handed over, whichever is earlier.
6	Payment of Advance License Fee for 1st Year to DMRC by Licensee	Within 120 days from the date of first handing over or deemed handed over, whichever is earlier, of the licensed space as applicable, at Appendix 1 of the Tender Document without consideration of any interest. Delay in payment shall attract penal charges/interest @ 18% p.a.

d) In the event of the duplicate copy of the LOA, duly signed by the selected bidder as a token of unconditional acceptance of the LOA, not being received by the stipulated date by DMRC, it may, unless it consents to extension of time for submission thereof, may cancel the LOA on the account of failure of the selected bidder to unconditionally accept the terms of LOA.

6.5 Any request of successful Bidder for seeking any clarification/approval/document from DMRC shall be considered only after submission of requisite Interest Free Security Deposit (IFSD). In case, the bidder fails to submit Interest Free Security Deposit/Interest Free Security Deposit (IFSD) within 30 days from date of issuance of LOA, an extended period of 30 days, i.e. upto 60 days from date of issue of LOA to make LOA payments along with penal interest for delayed payment of LOA amount payable to DMRC shall be as follows:

ays from issuance of LOA	**Rate of Penal Interest**
Up to 30 days	NIL
31st to 60th day	@ 15% per annum on balance LOA amount remaining unpaid +GST

The aforementioned interest is excluding GST and shall be charged for the entire period from the date of issue of LOA and on the balance amount remaining unpaid as per the LOA. The amount of penal interest shall be submitted in the form of DMRC's CPP/RTGS/NEFT/IMPS /DD/PO only, in favour of DMRC Ltd. & payable at New Delhi. If the licensee fails to submit the required aforesaid Security Deposit amount/any other amount required in terms and conditions of LOA, within 60 days of issue of LOA, the LOA may be cancelled and /any other amount submitted may be forfeited by DMRC. After 60 days from date of issue of LOA, if Bidder fails to comply with the terms conditions of the LOA & make due payments there under, the LOA may stand cancelled and all payments submitted by the successful bidder may be forfeited in favour of "Delhi Metro Rail Corporation Ltd". No further request for extension in making payment of LOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

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

6.7 the Selected Bidder fails to pay Advance License Fee for 1st Year within 120 days from date of first handing over or deemed handing over, whichever is earlier, of the advertisement space, it shall be treated as non-payment of DMRC dues and action shall be taken as per ARTICLE-7 & ARTICLE-2 (Clause 2.10) of Draft License Agreement.

6.8 Notwithstanding anything contained in this Tender Document, DMRC reserves the right to accept or reject any or all Bids/offers and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore.

CHAPTER-7:

OBJECTIVE & SCOPE

7.1 Objective

a) To augment non-operational revenue of DMRC through Co-Branding.
b) Position Delhi Metro as one of the most sought after locations for Co-Branding.
c) Contribute to the aesthetical view of the Delhi Metro through high quality advertising comparable to world class Airports & Metro Railways and other leading destinations.
d) Provide value to the Corporate who advertises in Delhi Metro.

7.2 Scope of Work:

Station Category	Scope
A	• Prefix/Suffix to existing name of the station name • 250 sqm Indoor Advertisement space • 100 sqm Outdoor Advertisement space • 10 sqm retail space • 3 Canopy (6*6*6 Sqm each) • Indoor/Outdoor Coloring branding • Inside Train audio announcement of Co-Branded name at/ approach of Co- Branded Station
B	• Prefix/Suffix to existing name of the station name • 250 sqm Indoor Advertisement space • 10 sqm retail space • 3 Canopy (6*6*6 Sqm each) • Indoor/Outdoor Coloring branding • Inside Train audio announcement of Co-Branded name at/ approach of Co- Branded Station
C	• Prefix/Suffix to existing name of the station name • 100 sqm Outdoor Advertisement space • 10 sqm Indoor advertisement • 10 sqm retail space • Indoor/Outdoor Coloring branding • Inside Train audio announcement of Co-Branded name at/ approach of Co- Branded Station
D	• Prefix/Suffix to existing name of the station name • 10 sqm Indoor advertisement • Indoor/Outdoor Coloring branding • Inside Train audio announcement of Co-Branded name at/ approach of Co- Branded Station

Note 1: In case of addition/ reduction of scope, annual license fee may be increased or decreased on the basis of applicable highest rate of such scope at the station/ section/ line (in the stated order, as applicable) at start of such addition/ reduction.

Note 2: Additionally, the licensee can request for recording of audio announcement and the cost for the same shall be in addition to the annual license fees. For, the audio announcement (both English and Hindi) per station shall be at a rate of ₹25,960/- (i.e. ₹22000/- + 18% GST). This amount is fixed/ non- escalatory and subject to revision as and when received from the concerned department of DMRC. The format for the same shall be as follows:

Approaching Platform:

"English: Next Station is **'Station Name'** '**Brand Name'**"

"Hindi: अगला स्टेशन **'Station Name'** '**Brand Name'** है।"

At Platform:

"English: This Station is **'Station Name'** '**Brand Name'**"

"Hindi: यह स्टेशन **'Station Name' 'Brand Name'** है।"

(i) The licensee shall be granted advertisement rights at the selected metro station to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement and with prior approval of DMRC Ltd. The advertiser/Licensee shall provide the advertisement layout plan as per their requirement, subsequent to the prior approval of DMRC. All advertisements displayed shall be in accordance to the provisions of DELHI OAP-2017.

(ii) The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor banding, roof branding, digital display, etc as indicated above at the selected station with prior written approval from DMRC.

(iii) Audio announcement of Co- branded name (Suffix/Prefix) along with station name is permitted in the trains at the cobranded station. Licensee will have to inform 15 days in advance and the announcement will be permitted to be changed once in six months. Licensee will also send an audio clip demonstrating the pronunciation of the new station name.

(iv) DMRC shall provide advertising space at the selected station and the following shall be included:

a. all feasible spaces including staircases
b. escalators,
c. turnstile,
d. frisking panels/ equipment,
e. fixed / moveable panels,
f. elevator spaces,
g. product displays,
h. smart posters, visual display by electronic media, without audio,
i. projectors/holography or any other innovative advertisement media,
j. install digital advertisement panels in the form of LCD/LED panels, video walls or any similar format of advertisement (without audio),
k. Advertisement inventory may include smart posters, QR codes/graphics, and canopy, etc.
l. Branding of Station Building in Brands color by painting or by using 3 M vinyl pasting or equivalent.
m. Retail bare space (upto a maximum of 3 nos.) aggregating a of maximum 10 sq. mtr at one or more location inside of station building for Licensee's legitimate activity for office/business purpose only (non-food).
n. Refurbishment of station exterior and interior in Brands color scheme besides co-branding the Brands name with station name.
o. Landscaping at DMRC station to give aesthetic and pleasing appearance to the station,
p. Floor or roof branding within the scope of co-branding.
q. The licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics and other features of the station that may be required to customize for branding and imparting a pleasing "Look and Feel" to the Station for the promotion of its brand, subject to prior written approval of DMRC. The plan should be in tune with and not disturb the aesthetics/look of the station. The branding display plan hence prepared must be in compliance to technical parameters

of Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.

r. During the currency of the license period, the licensee may be permitted to change the brand name at the station, logo or modify the theme of the advertising inventory at its own cost after prior written approval from DMRC.

s. However, to avoid frequent changes in the suffix or prefix, of a Brand Name to the name of the metro station, a specific brand may be displayed for a period of at least six months.

t. The Licensee shall have exclusive rights and obligations to perform as specified below:

i. Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from DMRC by Licensee.

ii. Designing of all advertising units / structures to complement station architecture for advertising sites.

iii. Operate, manage and maintain the entire advertisement plans.

iv. Create new innovative advertising opportunities at selected Metro stations including Experiential Marketing, Product Displays, and advertisements by visual aids, smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.

v. Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.

vi. Comply with all statutory requirements in connection with License Agreement.

vii. Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.

viii. Payment of all statutory taxes, local levies, statutory dues, etc as and when due.

ix. Licensee shall bear all the applicable taxes including GST (18%) at prevailing rates. Any future revision in taxes shall also be borne by licensee.

x. The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Advertisement panels, billboards, creative's, products etc. While DMRC shall provide security at stations, DMRC shall not be responsible for any vandalism, theft or damage to any advertisement panels or billboard or creative's or products or any other such thing put up by Licensee on the station. The Licensee shall ensure that Station building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of advertisement billboards, creative's etc. shall be done after taking prior written permission of DMRC.

xi. The Licensee shall shall earmark, develop, and maintain 5% of the advertisement panels or spaces at each selected metro station, corresponding the minimum chargeable area offered or the area licensed at each station, exclusively for the purpose of displaying DMRC's social campaign, social messages, public service campaigns and notices, as directed by DMRC. For example, if the minimum chargeable area at a station is 100 sqm, the Licensee shall earmark an additional 5 sqm exclusively for social messages, excluding the 100 sqm offered/licensed area. In case some of the advertising panels are left out/

opted out by the licensee at the stations, the same shall also be maintained by the Licensee and DMRC's social campaign, social messages, public service campaigns and notices, as directed by DMRC shall be displayed by the Licensee on these advertising panels/ spaces. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC.

xii. Platform Screen Doors (PSDs) (if Installed) is available may be installed at the selected station. Spaces on such PSD shall be available for display of advertisement by the Licensee, subject to operational feasibility, aesthetics, and safety& security concerns.

xiii. The licensee shall submit the coloring scheme for the respective metro station (for stations where commercial services will start at a later date only) within 45 days of date of LOA, to DMRC for approval so that further action on it can be taken. The coloring/white-washing/signage in this case shall be done by DMRC according to its approved specifications the cost of which shall be borne by the licensee. If the licensee fails to submit the coloring/signage scheme within 45 days of date of LOA, DMRC shall be free to carry out the work as per its own plan so that the start of commercial service for the station is not delayed. In that case the licensee may subsequently change the color and naming signage later at its own cost without in any way affecting or disturbing the pace of work at the metro station so that the date of start of commercial service is not delayed, after taking prior approval from DMRC. The licensee fee shall be applicable after the fitment period of the metro station in any case.

xiv. Licensee shall propose their advertisement plans along with the design calculations regarding safety/integrity of the advertisement panels for prior approval of DMRC before putting up any advertisement on any of the advertisement panels [Strictly as per design checklist as per Annexure- 7 of the Draft License Agreement]. In cases where in Design approval is required before commencement of installation/development of space, a period of 30 days shall be considered for review & approval of designs by DMRC from the date of complete submission of the relevant drawings etc. as per the Design Checklist & Compliances detailed at Annexure- 7 of the Draft License Agreement, and the same shall be part of above provided fitment period. In case the Design approval from DMRC takes more than 30 days, fitment period shall be increased by such number of days above the stipulated 30 days.

xv. The Station shall be handed/ taken over to/ from the licensee on "as is where is basis".

xvi. At no stage immediately after the fitment period, any installed Co-Branding/ Advertising panels/ prefabricated panels should be left blank or unattended and all panels should have advertisements/ displays mounted on them and shall be maintained/ updated properly by the Licensee. And, for the intervening time, when licensee is not fully utilizing the same, it shall not bear a barren, deserted & shabby look; and presents a pleasant & aesthetic view of the station. If the licensee is not able to utilize the installed advertisement panels/ prefabricated panels, licensee shall display DMRC message(s) on vacant panels for which write up shall be provided by DMRC. However, advertiser shall be permitted to mention their contact details on the same. However, if the licensee fails to update unutilized inventory within 30 days of providing DMRC messages after the fitment period of 120 days, DMRC may provide the same and recover the cost from the licensee. A suitable penalty may also be applicable in case any panel is left blank after the fitment period.

xvii. The excess installed inventory in addition to proposed one available (if any) is to be dismantled & disposed-off by the licensee at their own cost from DMRC premises within 120 days of handing over or deemed handing over, whichever is earlier, of the metro stations. DMRC shall not have any claim with regards to such disposal.

xviii. If the part of plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/revision in plans requires DMRC approval.

xix. Retail Space (as per applicable schedule) (upto a maximum of 3 nos.), aggregating a of maximum 10 sq. mtr at one or more location inside of station building for Licensee's legitimate activity for office/business purpose only (non-food).

xx. Licensee shall:

1. Appoint a representative to interact with DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken. Authorization letter shall be issued by authorized signatory in the name of a representative so appointed and the copy of the same shall be provided to DMRC for effective coordination.
2. Licensee shall Operate, manage and maintain the entire advertisement plans.
3. Licensee shall be responsible for Management of sales & marketing of the advertising including providing adequate professionally trained manpower.
4. Licensee shall Promote DMRC amongst India's top three Destination Brands for Advertising.
5. Obtain all approvals, permits, etc. from all competent authorities including DMRC, Government, Statutory, Local, Civic Authorities, etc. if needed at their own cost.
6. Comply with all statutory requirements in connection with the License Agreement.
7. Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
8. All applicable taxes including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
9. At present, DMRC is liable to share its revenue generated from outdoor advertisement with MCD and shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account.
10. All the advertisement sites and formats proposed by the licensee are subject to prior approval by DMRC with regard to operational feasibility, aesthetics, and safety & security concerns. Licensee shall prepare the plans accordingly for approval of DMRC & shall properly maintain the panels with advertisement displays.

CHAPTER-8:

TERMS AND CONDITIONS

8.1 TENURE OF LICENSE

a) The tenure of the License Agreement shall be of 10 (ten) years extendable for further 5 (five) years after negotiation and on mutually agreed terms & conditions. The tenure of License Agreement and the License Fee shall commence immediately after expiry of the fitment period of 120 days i.e. from the 121st day from the date of physical handover or deemed handover, whichever is earlier, of the Co-Branding spaces detailed in different Schedules. The license period for additional advertisement space handed over/allotted during the currency of the contract shall be co-terminus with original license period. There shall be no additional fitment period for any additional advertisement spaces handed over to the licensee.

b) There shall be a lock in period of two (2) years from the date of commencement of the License period, the lock-in period of one year shall be applicable for each extended tenure of the contract.

c) If the Licensee is desirous to terminate/ surrender the License Agreement in conditions as mentioned below:

Sr. No.	Conditions	Grace Period & Notice Period	Treatment of IFSD	General Clauses
(1)	(2)	(3)	(4)	(5)
1.	Before expiry of the Lock-In Period	The License Agreement shall be deemed to be terminated on the date mentioned in Termination/ Surrender Notice, subject to confirmation by DMRC. No Grace Period shall be provided to Licensee in such a case	Balance Interest Free Security Deposit (IFSD) shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any.	DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit (IFSD), from the other contracts of Licensee in DMRC; The outstanding dues shall be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property; DMRC shall be free to dispose-off the property/ goods in whatsoever manner as it deems fit;
2.	Immediately after completion of Lock-In Period	For this, the Licensee shall give 180 days prior intimation to DMRC before completion of defined Lock-In period. [In case lock-in period is of 3 years, prior intimation can be given after 2½ years).	BalanceInterest Free Security Deposit (IFSD) shall be refunded after adjusting the outstanding dues, if any	

3.	After expiry of Lock-In Period without serving any Surrender Notice or shorter	The License Agreement shall deemed to be terminated on completion of such improper intimation/ Notice Period	Balance Interest Free Security Deposit (IFSD) shall be refunded after adjustment of License Fee for period shorter than Surrender Notice Period and outstanding dues, if any.	Licensee shall have no claim for compensation or consideration/ damages.

d) In case of successful completion of the full term of the License period, Interest Free Security Deposit (IFSD) of the Licensee shall be refunded after adjusting the outstanding dues, if any payable to DMRC by the Licensee. If balance outstanding dues are more than Interest Free Security Deposit (IFSD), they shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating as '0'/NIL value. DMRC may also dispose of the same in any manner as deemed fit without reference or notice to the Licensee. DMRC reserves it right to recover the balance outstanding dues from the other contracts of licensee in DMRC.

8.2 TAXES AND OTHER STATUTORY DUES

a) All other statutory taxes, statutory dues, local levies, GST, etc. as applicable shall be charged extra and shall be remitted along with the License Fee for onward remittance to the Government. The Selected Bidder indemnifies DMRC from any claims that may arise from the statutory authorities in connection with this License.

b) Payment of stamp duty for execution of License Agreement if required shall be borne by Selected Bidder.

c) Taxes/Municipal Taxes, if any, shall be solely borne by Selected Bidder.

d) The Selected Bidder will not ask for any claim or compensation from DMRC if advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by Selected Bidder.

e) DMRC will bear the responsibility of paying the Property Tax in accordance with the rates and regulations set forth by the respective Civil Authorities at the outset of the financial year. Subsequently, any applicable Property Tax amount will be assessed and recouped from the licensee at the commencement of each subsequent financial year as per the sole discretion of DMRC. The licensee is obligated to make these payments directly to DMRC. Further, any disputes arising on this matter will not be entertained. The sum paid (Property Tax) by DMRC shall be treated as full & final settlement and the same is deemed to be due from respective licensee."

f) TDS **(Tax Deducted Source)**:- Licensee is eligible for deduction for TDS (Tax Deducted Source) on payments (Licensee fee and OMC) made under License Agreement as per provision of Income Tax Act, 1961. In case DMRC provide TDS exemption certificate to licensee for lower/NIL deduction of TDS, Deduction of TDS shall be done accordingly after considering Lower/NIL deduction certificate for payments under License Agreement.

However, for availing TDS credit in books for account of DMRC, Licensee may ensure comply of following:-

i. Challan for TDS payment which is deducted during payment must be submitted within 1 month for payment made under License Agreement.
ii. TDS return must be submitted on periodical basis as and when tax is deposited.

iii. In case licensee doesn't submit documents as mentioned in point (a) & (b) above within specified time limit given by DMRC, benefit/credit of TDS will be given to DMRC on actual deposit of TDS. Moreover, in case licensee submit late TDS or TDS return implication of the same shall be borne by Licensee and interest on delay submission TDS will be charges at @ 18% p.a.

iv. Non –Deposit of TDS will be treated as non-payment of Dues as mentioned under Supplementary Agreement.

8.3 Interest Free Security Deposit (IFSD):

a) The selected Bidder/Licensee shall submit & pay Interest Free Security Deposit (IFSD) to DMRC equivalent to annual (12 months) License Fee as per applicable Schedule, this may be read along with clause 3.3 of TENDER DOCUMENT.

b) The selected Bidder shall deposit & pay to DMRC minimum 35% of Interest Free Security Deposit/Interest Free Security Deposit (IFSD) in the form of DMRC's CPP/ RTGS/ NEFT/ IMPS/ DD/ PO in favor of DMRC Ltd and 65% or remaining amount of Interest Free Security Deposit/Interest Free Security Deposit (IFSD) shall be paid in form of DMRC's CPP/ RTGS/ NEFT/ IMPS/ DD/ PO/ Bank Guarantee/ FDR. Interest Free Security Deposit/Interest Free Security Deposit (IFSD) up to Rs. 10.00 lakhs shall be paid in the form of DMRC's CPP/ RTGS/ NEFT/ IMPS/ DD/ PO in favour of DMRC Ltd. payable at Delhi & drawn on a scheduled commercial bank.

Escalated IFSD as and when payable shall also be as per the above-mentioned formula, only.

c) FDR shall be allowed subject to following conditions:-

i. FDR should be in joint name with licensee starting with DMRC.
ii. The FDR should be duly discharged in favour of DMRC by the authorized signatory of the licensee on revenue stamp, duly verified by bank.
iii. An additional certification is required from the bank stating that the Bank, as primary obligator shall, without demur, reservation, contest, protest, recourse and/or without reference to Licensee, pay to DMRC on the same working day of receipt of a written demand from DMRC. For the purpose of this clause, any letter making demand on the Bank by DMRC dispatched by Registered Post with Ack. Due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.
iv. The payment should be made without any reference to the licensee or any other person.

d) Irrevocable Bank Guarantee in the prescribed format (Annexure- 1 of LICENSE AGREEMENT) issued by the State Bank of India or any other Nationalized Bank or any other Scheduled Commercial Banks, acceptable to DMRC from/payable at branches of the said bank located in Delhi. The Bank Guarantee shall be valid for three years and shall be extended and renewed further for three years, well before expiry of earlier Bank Guarantee, failing which, the previous Bank Guarantee shall be invoked/en-cashed by DMRC without any prior intimation to the licensee. For the last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it further, if required, till the final settlement of all accounts is carried out, failing which, the Bank Guarantee of the Licensee shall be invoked &en-cashed by DMRC without any prior notice to the Licensee.

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

e) The Bank Guarantee issuing bank must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the Bank Guarantee will be invariably be sent by issuing bank to the DMRC's bank through SFMS and only after this, the Bank Guarantee will become operative and acceptable to DMRC. Accordingly, it is licensee's responsibility to advise DMRC's bank particulars at present, in this regard as detailed below to Bank Guarantee issuing bank and ensure the forwarding of advice of said Bank Guarantee through SFMS to DMRC's designated bank at present: **ICICI Bank Limited, 9A, Phelps Building, Connaught Place, New Delhi – 110001, IFSC Code: ICIC0000007**.

f) Interest Free Security Deposit (IFSD) shall remain constant for a variation in area up to (+/-) 10% of the initial tendered area / minimum chargeable area as per Appendix-1 of LICENSE AGREEMENT. However, for a variation above (i.e. >= +10%), IFSD amount will be adjusted pro rata and shall be payable by the licensee.

8.4 Creativity and New Media

Subject to mutually agreed terms and conditions and prior written approval and concurrence of the DMRC the Licensee may introduce any new media. If the Licensee wants to introduce new media then a proposal along with details of the said media proposed to be introduced should be presented to the office of the GM/PB, DMRC for approval and indication of the terms and conditions. If the no response is received within 15 days from the date of presentation of proposal, then the proposal will be deemed to be "not acceptable". The Licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever due to non-acceptance of proposal.

The Licensor (DMRC) at all times reserves the right not to give approval to such proposal/s and the Licensee agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever due to non acceptance of proposal.

CHAPTER-9:

MISCELLANEOUS

9.1 The Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Even in such cases where DMRC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.

9.2 During License period, all disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement (Appendix-14) after signing the License Agreement.

9.3 DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
b) consult with any Bidder in order to receive clarification or further information;
c) retain any information and/or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/or
d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

9.4 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

9.5 The Tender Document is to be taken as mutually explanatory and supplementary to the draft License Agreement and, unless otherwise expressly provided elsewhere in this tender document, in the event of any conflict between them, the priority shall be in the following order:

a) License Agreement
b) Letter of Acceptance
c) Tender Document including Tender Document, Draft License Agreement.
d) Reply to pre-bid Query & any Addendum or Corrigendum i.e. the License Agreement above shall prevail over LOA & Tender Document.

CHAPTER-10:

APPENDICES OF THE TENDER DOCUMENT

Appendix-1

DETAILS OF STATIONS OFFERED FOR LICENSING

S.No.	Schedule	Station Name	Category	Line
1	I	Delhi Gate	D	6
2	II	Janpath	D	6
3	III	Khan Market	D	6
4	IV	Jangpura	D	6
5	V	Moolchand	D	6
6	VI	Kailash Colony	D	6
7	VII	Govind Puri	D	6
8	VIII	Harkesh Nagar Okhla	D	6
9	IX	Jasola Apollo	D	6
10	X	Mohan Estate	D	6
11	XI	Tughlkabad	D	6
12	XII	Badarpur Border	D	6

**Note: ***The FOB crossing(s) the National Highway, where applicable, could not be utilized for Advertisement/ Co-Branding purpose.

- **INTERESTED BIDDERS ARE REQUESTED TO VISIT ALL THE GIVEN LOCATIONS BEFOREHAND FOR COMPLETE AND CAREFUL EXAMINATION OF THE AVAILABLE ADVERTISING SPACES AT THEIR END AND COMPLETELY SATISFY THEMSELVES BY ALL MEANS, WITH REGARD TO THE ADVERTISING SPACES AND ANYTHING INCIDENTAL TO THEM, AT THE PRESENT AND WITH REGARD TO FUTURE PROSPECTS.**

Appendix-2

LETTER OF APPLICATION & INTEREST

(To be submitted (duly signed) by the Bidder or Authorized Signatory on Letter Head)

To

General Manager/Property Business,
3rd Floor, 'A' Wing, Metro Bhawan,
Fire Brigade Lane, Barakhambha Road,
New Delhi-110001

Sub: - **"Tender for Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules"**
Sir,

I / We understand: -

1. That this tender is to License out Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules.
2. That the Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules.
3. That the Terms and Conditions governing the Tender to license out Co-Branding rights of select metro stations of DMRC Network in 12 (Twelve) separate Schedules and hereby agree to abide the same.
4. Agree to submit one LOA as a token of unconditional acceptance within 7 (Seven) days from the date of issue of LOA.
5. To deposit the first advance annual license fee within 120 (One Hundred and Twenty) days from the date of handover of the first lot of stations as mentioned in Appendix- 1 of Tender Document.
6. To deposit the requisite Interest Free Security Deposit (IFSD) to DMRC equivalent to annual (12 months) license fee based on area detailed in applicable Schedule.
7. The selected Bidder shall deposit minimum 35% of Interest Free Security Deposit (IFSD) in the form of DMRC's CPP/RTGS/NEFT/IMPS/DD/PO in favor of DMRC Ltd. and remaining 65% or remaining amount of Interest Free Security Deposit (IFSD) in form of Bank Guarantee/FDR/ DMRC's CPP/RTGS/NEFT/IMPS/DD/PO. Interest Free Security Deposit (IFSD) up to Rs. 10.00 lakh shall be paid in the form of DMRC's CPP/RTGS/NEFT/IMPS/DD/PO only.

   Irrevocable Bank Guarantee in the prescribed format (Annexure-3) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC from/ with branches located in Delhi. The Bank Guarantee shall be valid at least for two years and shall be renewed before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be en-cashed by DMRC without any prior intimation. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be en-cashed by DMRC.
8. That the License Fee shall commence from the 121st day (on expiry of fitment period) of handing over or deemed handing over, whichever is earlier, as per applicable Schedule.
9. To sign the License Agreement within the prescribed time or on date as indicated by the authorized representative of DMRC, failing which, DMRC may deem that Bidder are not interested in the offer and forfeit all payments made in favour of DMRC. Bidder

hereby voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration whatsoever on account of such forfeiture and also agree not to enter into any correspondence on this account.

10. That the cost of Stamp Duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges shall be borne by us.
11. That all Taxes/Municipal Taxes, if any, shall be solely borne by us. GST and other taxes as applicable from time to time shall also be paid by us.
12. Not to seek any claim or compensation from DMRC if certain advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by us.
13. And satisfied with the locations of the advertisement areas and fully understand comprehend the technical requirements. We are also fully satisfied as to the business viability of licensing the advertisement panels and shall not claim any compensation, dues or any other consideration whatsoever on this account.
14. And shall abide by all terms & conditions and other clauses mentioned in this TAF, and is attached herewith duly signed and stamped on each page as token of my/our voluntary and unequivocal acceptance.
15. To undertake not to tamper/alter/modify the document in any manner what-so ever. DMRC may reject the tender outright in case it is found at any time that the Tender Application Form has been tampered/modified/altered in any manner. DMRC reserves the right to cancel the agreement, forfeiting all amounts in case of successful Bidder and also take necessary legal action. The Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, in case DMRC takes necessary action to reject the tender/terminate the agreement, at any time it is found that the downloaded TAF has been tampered/ altered/modified or even corrected.

Signature_____
Name of the Authorized Signatory with rubber stamp
Address: _____
Telephone No:_____
Place: _____
Dated: _____

Appendix-3

Financial Bid Form

Name of the Bid: Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules.

Period of License: The tenure of the License Agreement shall be of 10 (ten) years extendable for further 5 (five) years after negotiation and on mutually agreed terms and conditions as per applicable Schedule with lock in period of 2 (two) year in each tenure/extended tenure of the contract.

The Financial Bid is need to be filled in the Bill of Quantity (BOQ) format available on:

https://eprocure.gov.in/eprocure/app.

Appendix-4

GENERAL INFORMATION OF THE BIDDER

(On letter head by each member in case of JV / Consortium)

1. Details and Address of the bidder:
a. Name of the Bidder :
b. Country of Incorporation (in case of Firm):
c. Address of the corporate headquarters and its :
Branch office(s), if any, in India:

2. Details of individual(s) who will serve as the point of contact/communication for DMRC within the Company
a. Name :
b. Designation :
c. Company :
d. Address :
e. Telephone/Mobile Number:
f. Fax Number :
g. E-Mail Address :

3. In case of Consortium:
a. The information above (1 & 2) should be provided for all the members of the consortium.
b. Information regarding the role of each member should be provided:

S/N	Consortium Member Name	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (i.e. whether Lead Member/Member)
1.			
2.			
3.			

Signed
(Name of the Authorized Signatory)
For and on behalf of
(Name of the Bidder / Lead Member)
Designation:
Place:
Date:

Appendix-5

FORMAT FOR POWER OF ATTORNEY IN FAVOUR OF AUTHORIZED SIGNATORY

Know all men by these presents, We _____ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____

_____as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender, including signing and submission of all documents and providing information / responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Tender.

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

For

_____

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note: -

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

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

Appendix-6

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT

(Duly Stamped)

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this _____ day of _____, 2026.

BETWEEN

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ acting through its _____duly authorized by a resolution of the Board of Directors dated _____(hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____

and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Tenders to License out Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules and whereas the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member(s) having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in this DMRC's tender.
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for the tender.
3. That the Consortium has agreed to nominate _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for

dealing with DMRC and for submitting the bid as well as doing all other acts and things necessary for submission of the Tender.

4. That the share holding of the members of the Consortium for this specified purpose shall be as follows:

(i) The Lead Member _____ shall have _____per cent (___%) of share holding with reference to the Consortium for this specified project.

(ii) The Participant Member _____ shall have ____ (___%) of share holding with reference to the Consortium for this specified project.

(iii) [The Participant Member _____ shall have ____ (___%) of share holding with reference to the Consortium for this specified project.]

5. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the work.
6. That in case to meet the requirements of tender or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of DMRC.

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

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

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

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

(i) Execution of the Consortium Agreement, and

(ii) Appointing the authorized signatory for such purpose.

Appendix-7

AFFIDAVIT BY EACH MEMBER OF THE BIDDING ENTITY

(To be given separately by each bidder/consortium member on Stamp Paper of Rs. 100, (Duly Notarized)

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

1. I say that I am the authorised signatory of …… (insert name of company/consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/Consortium member.
2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Tender Document for licensing Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
   *Strike out whichever is not applicable.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
4. I say that if any point of time including the License period, in case DMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Tender Document have been duly complied with.

DEPONENT

VERIFICATION:-

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

Verified at ……, on this ……. day of……..…….., 2026.

DEPONENT

Appendix-8

UNDERTAKING FOR RESPONSIBILITY OF THE LEAD MEMBER OF THE BIDDING ENTITY

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

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

1. That, we Solely undertake that _____ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License Agreement pertaining to licensing Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules.
2. That, all consortium members are jointly or severely responsible for all commitments / liabilities/dues etc. to DMRC.
3. That, we further confirm that, the stake holding of lead member- _____ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties during the initial lock-in period of License Agreement.
4. We also confirm that our consortium was made on Dt._____, for seeking licensing Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules, in support of which a copy of our Board Resolution is attached with this Undertaking.

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

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Witness 1.

2.

Appendix-9

CERTIFICATE OF STATUTORY AUDITOR/ CHARTERED ACCOUNTANT

(REGARDING GROSS TURNOVER & OTHER FINANCIAL DOCUMENTS OF THE BIDDER)

(On the Letterhead of the Statutory Auditor/ Chartered Accountant)

We have verified the relevant statutory and other records of M/s _____ [Name of Bidder], and certify that the cumulative gross turnover of M/s _____ (Name of the Bidder) in the last 3 completed financial years is Rs. _____.

Year wise detail of Annual Gross Turnover is as under:

Name of Bidder or member of JV	Annual Gross Turnover		
	2025-26	2024-25	2023-24
Name of Bidder or member(1) of Consortium/JV			
Name of Bidder or member(2) of Consortium/JV			
Name of Bidder or member(3) of Consortium/JV			
TOTAL			

Name & address of Bidder's Bankers:

Signature and Seal of the

Statutory Auditor/ Chartered Accountant clearly

Indicating their membership number

Note: (i) Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the Statutory Auditor/ Chartered Accountant/chartered accountant of the Bidders.

(ii) All the documents or certifications which are provided by CA after 01st-July 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on https://udin.icai.org/search.

Appendix-10

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded/read the complete set of tender documents/addendum/corrigendum/clarifications along with the set of enclosures hosted on e-tendering portal https://eprocure.gov.in/eprocure/app. We confirm that we have gone through the Tender Documents, addendum/corrigendum and clarifications up to the date of opening of bids on the e-tendering portal [https://eprocure.gov.in/eprocure/app]. We confirm our unconditional acceptance for the same and have considered these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the Tender Document as well as the Licensee agreement.

It is submitted that the tender document has been downloaded from official website of e-tendering portal https://eprocure.gov.in/eprocure/app and no changes, whatsoever, have been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.

Company Name _____

Name_____

Signature_____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

Appendix-11

UNDERTAKING FOR NOT BEING BANNED / DEBARRED FROM BUSINESS

(Duly Notarized)

(Undertaking as per Clause No. 3.10)

(On non-judicial stamp paper of Rs. 100)

We do hereby undertake & confirm that DMRC/ any other Metro Organization (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission. Also any work executed by us either individually or as member in a JV/Consortium, has not been rescinded/terminated by DMRC after award of contract to us during the last 3 years (from the last day of the previous month of tender submission) due to our non-performance either on our own or as a member of a JV/Consortium.

In case at a later date the undertaking is found to be false or incorrect, DMRC shall have the right to cancel the allotment/license and forfeit all payments made by the licensee including the interest free security deposit after adjustment of all dues payable by the licensee.

Stamp & Signature of Authorized Signatory

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.

2. The undertaking shall be signed by authorized signatory of the applicant. In case of JV/Consortium by the authorized signatory of the constituent members & duly counter signed by the authorized signatory of applicant.

3. In all cases where the Bidding Entities fulfils the eligibility criteria by way of & on account of submission of the financials of its group holding company and/or other group subsidiary company controlled by the same holding as per Clause 3.1 to 3.9 of TENDER DOCUMENT, the above undertaking shall be executed by such holding as well as group subsidiary company.

Appendix-11 (A)

UNDERTAKING FOR NO DUES PENDING

(AS PER CLAUSE 3.10 (A) OF THE TENDER DOCUMENT)

{To be submitted by bidder (single entity/JV) and also by each member of JV/Consortium separately}

1.0 We, _____, hereby undertake that we have following lease / license / concession agreement of DMRC property (ies) (as on the date of submission of this tender).

S. No.	Lease/License Agreement No.	Date of Start	Date of Completion	Due date of Payment of last pending invoice	Remarks

2.0 It is certified that no dues are pending on our account for more than 90 days in any of the above agreement(s) either as a single entity or as a member of JV/consortium or SPV of JV/consortium/single entity.

Note: In case the bidder is not an existing lessee / licensee / concessionaire of DMRC, they may write "Not Applicable / Nil" in this Annexure.

Stamp and Signature of Authorized signatory of Bidder

Appendix-11 (B)

UNDERTAKING AS PER CLAUSE 3.10 OF THE TENDER DOCUMENT

{To be submitted by bidder (single entity/JV) and also by each member of JV/Consortium separately}

We, _____, hereby undertake that we have following lease/license/concession agreement of DMRC property (ies) (as on last date of submission of this tender).

Sr. No.	Lease/ License Agreement No.	Date of Start	Date of Completion	Date of taking over of leased / licensed space / premises	Date of handing over (vacate) of leased / licensed space / premises	If provision of moratorium period, the date of end of moratorium period	Date on which Escrow account opened & Account No.	Remarks

We, (either as a single entity or as a member of JV / consortium or SPV of JV / consortium / single entity) hereby certified that on last date of submission of this tender:-

a. There is no outstanding delay in vacation of the licensed / leased space / premises within the grace period (if provided) after completion of the tenure of the lease / pre-mature terminated/ surrender.

b. There is no outstanding delay, on our account, in taking over the space / premises licensed / Leased to us.

c. There is no outstanding issue of encroachment on the common areas / circulating areas or any other space which is not licensed / Leased to us.

d. We have opened the Escrow account for the license / lease agreement(s) of DMRC in which there is a provision of opening of Escrow account.

e. We are ensuring that sub-lessees are making all the payments whatsoever through escrow account and remits all DMRC dues through said Escrow account, if Escrow Account is opened.

Note: In case the bidder is not an existing lessee / licensee / concessionaire of DMRC, they may write "Not Applicable / Nil" in this Annexure.

*Strike over which is not applicable.

Stamp and Signature of Authorized signatory of Bidder

Appendix-12

DECLARATION/UNDERTAKING REGARDING HOLDING / SUBSIDIARY COMPANY

(On letter head of holding company)

Declaration/undertaking is executed at _____(place)_____ on this the _____ day of____(month and year)_____

We hereby declare, confirm and undertake as follows:

1. That we M/s _____(name ofholding co) _____ ___("Z")_____are a company incorporated in (name of country)_____on___(date)_____& have our Regd. Office at _____(address)_____.

2. That M/s ____(foreign entity whose financials/turnover is resortedto)_____("X") is our wholly owned subsidiary company also incorporated in_____(name of country) _____on_____(date _____.That the said M/s _____("X")_____.
3. That M/s _____(bidder)_____ ("Y") _____ is wholly Owned /subsidiary /company incorporated in India on _____(date)_____ under the companies act, 1956/2013 having its Regd. Office at _____(address)_____.
4. That our wholly owned Indian subsidiary company M/s_____("Y")_____is intending to take part in a tender for advertisement on line _____(name of tender) of DMRC and offer a bid there under, relying on & based on financials of its foreign group holding company and/or of the above said group subsidiary company in order to meet the eligibility criteria for the said tender.
5. We_____("Z")_____ (holding company) and _____ ("X")_____ subsidiary company incorporated overseas) hereby confirm and under take that we are fully aware of the implications of the above submission ____by ("Y")_____ and give our explicit and unconditional consent and agreement to the same/above and shall willingly submit the required financial statement to our Indian subsidiary for onward submission to DMRC. We further undertake that all the terms and conditions of the said tender are acceptable to us and shall be binding upon us.

Confirmed above

Signature of bidder

1. Holding company signature

(With stamp)

2. Subsidiary company Signature

(With stamp)

Appendix-12A

DETAILS OF BANK ACCOUNT FOR REFUND OF TENDER SECURITY/ EMD

(Applicable if EMD/Tender Security deposited through DMRC's CPP/RTGS/NEFT/IMPS)

1. Name of the firm/Bidder:
2. Complete Address:
3. Name of bank:
4. Branch:
5. Address of the Bank Branch:
6. Name of Account holder in Bank:
7. Account Type:
8. Account Number:
9. IFS Code of the Bank Branch:
10. Copy of cancelled cheque of the Bidder/Firm submitted: Yes or No (Please tick)
    (A Copy of cancelled cheque to be enclosed)

Signature of the Authorised Person

of the bidder with seal & Date

Note:-

a) *EMD/Tender Security will be refunded through NEFT/RTGS/IMPS/ any other mode of payment, in the name of firm and bank account mentioned in this annexure, which shall be of same firm and account through which Tender Security/ EMD has been paid to DMRC.*
b) *Tender Security/ EMD shall be paid in compliance with TENDER DOCUMENT.*

Appendix-12B

UNDERTAKING FOR RESPONSIBILITY (FOR BIDDERS)

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

_____as a bidder for and on behalf of _____, complete name with address) jointly & severely undertake the responsibility in regard to the License Agreement with DMRC in respect of licensing of Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules:

1. That, I/We solely undertake that I/we _____ (name of the bidder) shall conduct all transactions/correspondences and any other activity in connection with License Agreement pertaining to Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules with DMRC Ltd.

2. That I/we are solely or severely responsible for all commitments/liabilities/dues etc. to DMRC ltd. In respect of this allotment of Exclusive Co-Branding rights at select Metro Stations of Delhi region of DMRC Network in 12 (Twelve) separate Schedules.

(Bidder to sign on undertaking)

_____

Appendix-13

CHECKLIST FOR BID SUBMISSION DOCUMENTS

(TO BE DULY FILLED BY THE BIDDER)

S. NO.	DOCUMENT	ATTCAHED/ SUBMITTED (YES/ NO)	PAGE NUMBER	REMARKS (IF ANY)
1	COST OF TENDER DOCUMENT DEPOSIT SLIP			
2	TENDER SECURITY/ DOCUMENT DEPOSIT SLIP			
SIGNED/ STAMPED APPENDICES OF THIS TENDER DOCUMENT AND OTHER DOCUMENTS/ STATEMENTS ON STAMP PAPER OF APPROPRIATE VALUE, AS APPLICABLE.				
3	LETTER OF APPLICATION & INTEREST			
4	FINANCIAL BID FORM/ BOQ			
5	GENERAL INFORMATION OF THE BIDDER			
6	FORMAT FOR POWER OF ATTORNEY IN FAVOUR OF AUTHORISED SIGNATORY			
7	CONSORTIUM AGREEMENT/ MEMORANDUM OF UNDERSTANDING (IN CASE OF JV/CONSORTIUM)			
8	AFFIDAVIT (BY EACH MEMBER OF THE BIDDING ENTITY)			
9	UNDERTAKING FOR THE RESPONSIBILITY OF THE LEAD MEMER OF THE BIDDING ENTITY (IN CASE OF JV/CONSORTIUM)			
10	CERTIFICATE OF STATUTORY AUDITOR/ CHARTERED ACCOUNTANT (REGARDING GROSS TURNOVER & OTHER FINANCIAL DOCUMENTS OF THE BIDDER)			
11	UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT			
12	UNDERTAKING FOR NOT BEING BANNED/ DEBARRED FROM BUSINESS			
13	UNDERTAKING FOR NO DUES PENDING			
14	UNDERTAKING			

	(AS PER CLAUSE 3.10 OF THIS TENDER DOCUMENT)			
15	DECLARATION / UNDERTAKING REGARDING HOLDING / SUBSIDIARY COMPANY			
16	DETAILS OF BANK ACCOUNT FOR REFUND OF TENDER SECURITY/ EMD			
17	UNDERTAKING FOR RESPONSIBILITY (FOR BIDDERS)			
18	ATTESTED COPIES OF MEMORANDUM OF ASSOCIATION (MOA) AND ARTICLES OF ASSOCIATION (AOA) IN CASE OF COMPANIES OR BODIES CORPORATE AND COPY OF PARTNERSHIP DEED IN CASE OF THE PARTNERSHIP FIRM			
19	SELF ATTESTED COPIES OF THE PAN CARD AND GST REGISTRATION CERTIFICATE (OF LEAD MEMBER IN CASE OF JV/CONSORTIUM)			
20	COPIES OF (DULY AUDITED AND CERTIFIED BY A STATUTORY AUDITOR/ CHARTERED ACCOUNTANT) PROFIT AND LOSS ACCOUNT/ BALANCE SHEET OF SOLE PROPRIETOR CONCERN OR A PARTNERSHIP FIRM OR A COMPANY & OF ALL MEMBERS IN CASE OF JV/CONSORTIUM, ANNUAL REPORT IN CASE OF A COMPANY AS PER THE COMPANIES ACT.			
21	COPY OF THE COMPLETE TENDER DOCUMENT INCLUDING DRAFT LICENSE AGREEMENT (APPENDIX-14) AND ADDENDUM/ CORRIGENDUM (IF ANY) AND REPLIES TO PRE BID QUERIES DULY SIGNED AND STAMPED ON EACH PAGE BY AUTHORIZED REPRESENTATIVE OF THE BIDDER AS A TOKEN OF ACCEPTANCE OF TERMS AND CONDITIONS SET OUT THEREIN.			

Appendix-14

DELHI METRO RAIL CORPORATION LIMITED

Draft License Agreement for
Exclusive Co-Branding At Selected Metro Stations of Delhi region of DMRC Network.

Tender No: - DMRC/PB/58

Delhi Metro Rail Corporation Ltd.

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

TABLE OF CONTENT

CHAPTER NO.	DESCRIPTION	PAGE NO.
1	DETAILS OF LICENSE AGREEMENT	56-58
2	DEFINITIONS	59-60
3	SCOPE OF CO-BRANDING AT SELECTED METRO STATIONS	61-66
4	DISCLAIMER	67
5	TENURE OF LICENSE	68-69
6	LICENSE FEE	70-73
7	INTEREST FREE SECURITY DEPOSIT & PERFORMANCE GUARANTEE	74-75
8	TAXES AND OTHER STATUTORY DUES	76
9	INNOVATIONS, CREATIVITY AND PROCEDURE OF APPROVAL OF ADVERTISEMENT SPACES	77
10	FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS	78-79
11	MINIMUM MATERIAL SPECIFICATIONS FOR ADVERTISEMENT	80
12	ELECTRICAL SPECIFICATIONS AND PROCEDURE FOR RELEASE OF ELECTRIC POWER SUPPLY	81
13	MAINTENANCE OF ADVERTISEMENT SPACES	82-83
14	FORCE MAJEURE	84-85
15	LICENSEE EVENTS OF DEFAULT AND TERMINATION OF LICENSE	86-91
16	DISPUTE RESOLUTION	92-101
17	MISCELLANEOUS	102-105
ANNEXURE-1	FORMAT OF BANK GUARANTEE(B)/FDR(A)	106-110
ANNEXURE-2	RULES AND GUIDELINES FOR RELEASE OF ELECTRIC POWER (A TO H)	111-132
ANNEXURE-3	PAYMENT THROUGH E-MODE	133
ANNEXURE-4	HANDING OVER/TAKING OVER NOTE	134
ANNEXURE-5	MATERIAL SPECIFICATION	135-145
ANNEXURE-6	FORMAT FOR PREFIX & SUFFIX	146-147
ANNEXURE-7	DESIGN CHECKLIST & ASSOCIATED COMPLIANCES	148-149

CHAPTER: I

License Agreement No. DMRC/PB/On DMRC/PB/58/_____

THIS AGREEMENT entered into at Delhi on this _____ day of _____ 2026 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 meaning thereof and include its successors and assigns) of the **First Party.**

AND

M/s _____ 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 Application from interested parties for grant of exclusive Co-Branding Rights at Select Delhi Metro stations of Delhi region of DMRC network through open e- tender. Based on fulfillment of eligibility criteria as laid down in summary detail of policy the successful Applicant M/s _____, herein after called as the licensee, has been selected for assigning **Exclusive Co-Branding rights at _____ Metro Station, on "*as is where is basis*"**

b) The selected applicant/licensee 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 issue and acceptance of the LOA, dated _____for undertaking the License.

c) As part of the Co-Branding, other scope available under the selected stations as per scope/Category **A, B, C, D,** shall also be provided as detailed in chapter 3 of DLA.

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

A. The following documents shall be deemed to form part of and be read and construed as an integral part of this agreement, namely:

1.1 Letter of Acceptance No._____ Dated _____

1.2 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 Co-Branding at the select metro station as per the applicable scope of work as per Scope A, B, C, D as detailed in chapter 3 of DLA. Licensee shall be responsible for design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell advertising spaces as per scope of work/ opportunities at _____ metro station as specified in this Agreement at its own cost. All the advertising sites and formats proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics, and safety and security concerns. Licensee shall prepare the advertising plan for prior approval of DMRC.

2. Licensee irrevocably agrees to make all payments including License Fee, GST etc. as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from DMRC in this regard.

3. The Licensee confirms having examined the potential locations at the _____ Metro station in detail and fully understands and comprehends the technical requirements of the advertisement insert / media. The Licensee also confirms full satisfaction as to the business viability of Co-Branding including licensing the advertisement spaces inside the Metro Stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to DMRC under this License Agreement.

4. That DMRC and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

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

…..-…..-2026	**….-…- 2026**
(…….)	**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:

---	---
Witness	**Witness**
(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 advertisement)

b) "Advertising Tax" means any amount payable to local government authorities as a result of public display of commercial messages or any other advertisement campaign.

c) "Agreement" means the License Agreement to be executed between DMRC and the selected bidder in the format approved by DMRC and includes any amendments, annexure here to made in accordance within the provisions hereof.

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

e) "Commencement Date" means the date of commencement of License Agreement after expiry of fitment period subsequent to handing over of the station, as defined in TENDER DOCUMENT.

f) "License" means the Co-Branding of the selected station granted by DMRC to the Licensee at Metro Station under terms and conditions of the License Agreement.

g) "Licensee" means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.

h) "License Fee" means the amount payable by the Licensee to DMRC as per terms and conditions of the License Agreement.

i) "License Period" means a period of 10 years subsequent to expiry of fitment period subsequent to handing over of the station.

j) "DMRC" mean Delhi Metro Rail Corporation Limited.

k) "Interest Free Security Deposit/ Performance Security" means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against the performance of the License agreement.

l) "Places available for advertisement" or "Advertising Spaces" means premises at selected Delhi Metro Station where Branding including Advertisement Rights are proposed to be granted as per terms and conditions of the agreement.

m) "Co-Branding" mean the right assigned to the Licensee to suffix or prefix any brand name with the name of licensed Metro Station along with other rights in accordance with terms & conditions of the agreement.

n) "Bidder" means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV), etc. which is submitting its bid pursuant to Tender Documents.

o) "Bid Security" means the refundable amount to be submitted by the Bidder along with Tender documents to DMRC.

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

CHAPTER: 3
SCOPE OF CO-BRANDING AT SELECTED METRO STATIONS

3.1 Scope of Station for Exclusive Co-Branding (would be modified as per category wise scope of the respective station, as per table below A to D category)

Station Category	Scope
A	• Prefix/Suffix to existing name of the station name • 250 sqm Indoor Advertisement space • 100 sqm Outdoor Advertisement space • 10 sqm retail space • 3 Canopy (6*6*6 Sqm each) • Indoor/Outdoor Coloring branding • Inside Train Audio Advertisement at Co- Branded Station
B	• Prefix/Suffix to existing name of the station name • 250 sqm Indoor Advertisement space • 10 sqm retail space • 3 Canopy (6*6*6 Sqm each) • Indoor/Outdoor Coloring branding • Inside Train Audio Advertisement at Co- Branded Station
C	• Prefix/Suffix to existing name of the station name • 100 sqm Outdoor Advertisement space • 10 sqm Indoor advertisement • 10 sqm retail space • Indoor/Outdoor Coloring branding • Inside Train Audio Advertisement at Co- Branded Station
D	• Prefix/Suffix to existing name of the station name • 10 sqm Indoor advertisement • Indoor/Outdoor Coloring branding • Inside Train Audio Advertisement at Co- Branded Station

Note 1: In case of addition/ reduction of scope, annual license fee may be increased or decreased on the basis of applicable highest rate of such scope at the station/ section/ line (in the stated order, as applicable) at start of such addition/ reduction.

Note 2: The licensee can request for recording of audio announcement and the cost for the same shall be in addition to the annual license fees. For, the audio announcement (both English and Hindi) per station shall be at a rate of ₹25,960/- (i.e. ₹22000/- + 18% GST). This amount is fixed/ non- escalatory and subject to revision as and when received from the concerned department of DMRC. The format for the same shall be as follows:

While approaching platform of the Co-Branded Station:

"English: Next Station is **'Station Name'** '**Brand Name'**"

"Hindi: अगला स्टेशन **'Station Name'** '**Brand Name'** है।"

At Platform of the Co-Branded Station:

"English: This Station is **'Station Name'** '**Brand Name'**"

"Hindi: यह स्टेशन **'Station Name' 'Brand Name'** है।"

Note 3: Retail Space (where applicable) (upto a maximum of 3 nos.), aggregating a of maximum 10 sq. mtr at one or more location inside of station building for Licensee's legitimate activity for office/business purpose only (non-food).

3.2 Exception to Exclusivity:

(i) DMRC has provided contract for operation, regular cleaning & maintenance of toilet blocks with continuous serviceability round the clock and also for cycle stands along with advertisement rights (for area not exceeding 15 Sqm at each facility/ metro station) on the toilet blocks/ cycle stand to the contractor.

(ii) DMRC provides contract for providing dual display digital media signage/DMRC messages at ticket counters (TOM, CCC, TVM, etc.) through LED, video wall, etc., wherein advertisement rights shall be provided to the contractor on this digital media on time sharing basis, whereby contractor would get time slot for advertisement on these digital media along with display of DMRC signage, information, messages, etc. These digital media would be licensed for an area not exceeding 10 sqm. at inside each Metro station. And, successful bidder for the advertisement rights inside selected Metro stations will also be eligible to bid with contract for DDIS.

(iii) DMRC may nominate some of the locations/ stations of DMRC network and/ or install/ create any new inventory/ panels/ event corner etc. for providing Artwork/ Exhibition/ Handicrafts Portraits/ Promotion of Heritage, Art & Culture, etc., wherein DMRC would be utilizing a defined location at the station for displaying exhibits, artwork, etc., without any commercial consideration to the licensee.

(iv) The 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.

(v) DMRC shall not normally interfere with the approved/installed advertisement display of the licensee.

(vi) DMRC intends to provide spaces outside metro stations installation of Digital Interactive Information Panels/Tripods/Metro Guide Maps for providing interactive information to its commuters on one side and commercial advertisement on the other side.

(vii) DMRC may utilize the piers for development of vertical gardens without advertising rights.

(viii) DMRC may utilize the piers for display of non-commercial artworks for beautification or aesthetic enhancements.

(ix) DMRC may utilize the central verge for maintenance of such areas; the agency undertaking such maintenance may be allowed to display name/ logo of the agency/ agency funding the maintenance."

3.3 Terms and Conditions:

(i) The licensee shall be granted advertisement rights at the selected metro station to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement and with prior approval of DMRC Ltd.

(ii) The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor banding, roof branding, digital display, etc as indicated above at the selected station with prior written approval from DMRC. All displays of advertisements shall be in accordance with Delhi OAP-2017.

(iii) Audio announcement of Co- branded name (Suffix/Prefix) along with station name is permitted in the trains at the cobranded station. Licensee will have to inform 15 days in advance and the announcement will be permitted to be changed once in six months. Licensee will also send an audio clip demonstrating the pronunciation of the new station name.

(iv) DMRC shall provide advertising space at the selected station and the following shall be included- all feasible spaces including staircases, escalators, turnstile, frisking panels/ equipment, fixed / moveable panels, elevator spaces, product displays, smart posters, visual display by electronic media, without audio, projectors/holography or any other innovative advertisement media, install digital advertisement panels in the form of LCD/LED panels, video walls or any similar format of advertisement (without audio), Advertisement inventory may include smart posters, QR codes/graphics, and canopy, etc. Branding of Station Building in Brands color by painting or by using 3 M vinyl pasting or equivalent.

(v) Retail bare space (upto a maximum of 3 nos.) aggregating a of maximum 10 sq. mtr at one or more location inside of station building for Licensee's legitimate activity for office/business purpose only (non-food).

(vi) Refurbishment of station exterior and interior in Brands color scheme besides co-branding the Brands name with station name.

(vii) Landscaping at DMRC station to give aesthetic and pleasing appearance to the station.

(viii) Floor or roof branding within the scope of co-branding.

(ix) The licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics and other features of the station that may be required to customize for branding and imparting a pleasing "Look and Feel" to the Station for the promotion of its brand, subject to prior written approval of DMRC. The plan should be in tune with and not disturb the aesthetics/look of the station. The branding display plan hence prepared must be in compliance to technical parameters of Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.

(x) During the currency of the license period, the licensee may be permitted to change the brand name at the station, logo or modify the theme of the advertising inventory at its own cost after prior written approval from DMRC. However, to avoid frequent changes in the suffix or prefix, of a Brand Name to the name of the metro station, a specific brand may be displayed for a period of at least six months.

(xi) The Licensee shall have exclusive rights and obligations to perform as specified below:

i. Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations.

If the part of master plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from DMRC by Licensee.

ii. Designing of all advertising units / structures to complement station architecture for advertising sites.

iii. Operate, manage and maintain the entire advertisement plans.

iv. Create new innovative advertising opportunities at selected Metro stations including Experiential Marketing, Product Displays, and advertisements by visual aids, smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.

v. Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.

vi. Comply with all statutory requirements in connection with License Agreement.

vii. Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.

viii. Payment of all statutory taxes, local levies, statutory dues, etc as and when due.

ix. Licensee shall bear all the applicable taxes including GST (18%) at prevailing rates. Any future revision in taxes shall also be borne by licensee.

x. The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Advertisement panels, billboards, creative's, products etc. While DMRC shall provide security at stations, DMRC shall not be responsible for any vandalism, theft or damage to any advertisement panels or billboard or creative's or products or any other such thing put up by Licensee on the station. The Licensee shall ensure that Station building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of advertisement billboards, creative's etc. shall be done after taking prior written permission of DMRC.

xi. The Licensee shall shall earmark, develop, and maintain 5% of the advertisement panels or spaces at each selected metro station, corresponding the minimum chargeable area offered or the area licensed at each station, exclusively for the purpose of displaying DMRC's social campaign, social messages, public service campaigns and notices, as directed by DMRC. For example, if the minimum chargeable area at a station is 100 sqm, the Licensee shall earmark an additional 5 sqm exclusively for social messages, excluding the 100 sqm offered/licensed area. In case some of the advertising panels are left out/ opted out by the licensee at the stations, the same shall also be maintained by the Licensee and DMRC's social campaign, social messages, public service campaigns and notices, as directed by DMRC shall be displayed by the Licensee on these advertising panels/ spaces. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by DMRC.

xii. Platform Screen Doors (PSDs) (if Installed) is available may be installed at the selected station. Spaces on such PSD shall be available for display of advertisement by the Licensee, subject to operational feasibility, aesthetics, and safety& security concerns.

xiii. The licensee shall submit the coloring scheme for the respective metro station (for stations where commercial services will start at a later date only) within 45 days of date of LOA, to DMRC for approval so that further action on it can be taken. The coloring/white-washing/signage in this case shall be done by DMRC according to its approved specifications the cost of which shall be borne by the licensee. If the licensee fails to submit the coloring/signage scheme within 45 days of date of LOA, DMRC shall be free to carry out the work as per its own plan so that the start of commercial service for the station is not delayed. In that case the licensee may subsequently change the color and naming signage later at its own cost without in any way affecting or disturbing the pace of work at the metro station so that the date of start of commercial service is not delayed, after taking prior approval from DMRC. The licensee fee shall be applicable after the fitment period of the metro station in any case.

xiv. Licensee shall propose their advertisement plans along with the design calculations regarding safety/integrity of the advertisement panels for prior approval of DMRC before putting up any advertisement on any of the advertisement panels [Strictly as per design checklist as per Annexure-7 of the Draft License Agreement]. In cases where in Design approval is required before commencement of installation/development of space, a period of 30 days shall be considered for review & approval of designs by DMRC from the date of complete submission of the relevant drawings etc. as per the Design Checklist & Compliances detailed at Annexure- 7 of the Draft License Agreement, and the same shall be part of above provided fitment period. In case the Design approval from DMRC takes more than 30 days, fitment period shall be increased by such number of days above the stipulated 30 days.

xv. The Station shall be handed/ taken over to/ from the licensee on "as is where is basis".

xvi. At no stage immediately after the fitment period, any installed Co-Branding/ Advertising panels/ prefabricated panels should be left blank or unattended and all panels should have advertisements/ displays mounted on them and shall be maintained/ updated properly by the Licensee. And, for the intervening time, when licensee is not fully utilizing the same, it shall not bear a barren, deserted & shabby look; and presents a pleasant & aesthetic view of the station. If the licensee is not able to utilize the installed advertisement panels/ prefabricated panels, licensee shall display DMRC message(s) on vacant panels for which write up shall be provided by DMRC. However, advertiser shall be permitted to mention their contact details on the same. However, if the licensee fails to update unutilized inventory within 30 days of providing DMRC messages after the fitment period of 120 days, DMRC may provide the same and recover the

cost from the licensee. A suitable penalty may also be applicable in case any panel is left blank after the fitment period.

xvii. The excess installed inventory in addition to proposed one available (if any) is to be dismantled & disposed-off by the licensee at their own cost from DMRC premises within 120 days of handing over or deemed handing over, whichever is earlier, of the metro stations. DMRC shall not have any claim with regards to such disposal.

xviii. If the part of plan is not approved by DMRC, Licensee is required to submit revised plan for approval. All further modification/revision in plans requires DMRC approval.

xix. Licensee shall:

1. Appoint a representative to interact with DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken. Authorization letter shall be issued by authorized signatory in the name of a representative so appointed and the copy of the same shall be provided to DMRC for effective coordination.
2. Licensee shall Operate, manage and maintain the entire advertisement plans.
3. Licensee shall be responsible for Management of sales & marketing of the advertising including providing adequate professionally trained manpower.
4. Licensee shall Promote DMRC amongst India's top three Destination Brands for Advertising.
5. Obtain all approvals, permits, etc. from all competent authorities including DMRC, Government, Statutory, Local, Civic Authorities, etc. if needed at their own cost.
6. Comply with all statutory requirements in connection with the License Agreement.
7. Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
8. All applicable taxes including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
9. At present, DMRC is liable to share its revenue generated from outdoor advertisement with MCD and shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account.
10. All the advertisement sites and formats proposed by the licensee are subject to prior approval by DMRC with regard to operational feasibility, aesthetics, and safety & security concerns. Licensee shall prepare the plans accordingly for approval of DMRC & shall properly maintain the panels with advertisement displays.

CHAPTER: 4
DISCLAIMER

4.1 The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.

4.2 The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed the commerciality of Project and that it will be fully responsible for all its assessment in this regard.

4.3 The Licensee confirms having seen / visited / assessed the potential locations inside & outside 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 analysed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account at any point of time.

4.5 This Agreement shall not in any way be construed as a lease or license of the said metro station or any part thereof, and only represents a contractual obligation of DMRC permit Co-Branding activities at said station only, on " as is where basis", as detailed in the DLA documents.

CHAPTER: 5
TENURE OF LICENSE

A. For Metro stations: which are already operational:-

5.1 Tenure of License Agreement: Exclusive Co-Branding license for operational metro stations shall be granted for a period of Ten (10) years with lock in period of 2 years after the expiry of fitment period of 120 days as defined in chapter 6 in DLA.

5.2 All advertising/Co-branding spaces/plans as per the scope detailed in Chapter -5 In TENDER DOCUMENT, at the selected Metro station proposed by the Licensee are subject to prior written approval from DMRC with regard to operational feasibility, aesthetics, and safety& security concerns. 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 (10) working days from the date of submission of proposals by Licensee to DMRC for display of advertisements.

5.3 The GST/advertisement taxes/any other tax as applicable from time to time, shall also be borne by the licensee along with the license fee.
The property tax applicable, if any, on the property of DMRC shall be borne by licensee. The property tax/ service charge applicable on the licensed premises, if any, shall be paid by DMRC as per applicable rates of concerned municipal corporations in advance at the start of the financial year applicable/ under consideration. Subsequently, the aforementioned property tax/ service charge will be charged & recovered from the licensee at the start of every financial year (i.e. DMRC shall raise the demand by 15th April) and licensee shall pay/ submit to DMRC the property tax/ service charge demand latest by the last day of first month of every financial year (i.e. latest by 30th April of that year). This has been illustrated below for better understanding:

- Date of raising demand of property tax/ service charge for the applicable Financial year under consideration: By 15th April of the said year.

- Last date of payment of dues against Property tax/ service charge to DMRC for financial year under consideration: By 30th April of the said year.

However, if for any reason DMRC does not raise the demand against property tax/ service charge for the financial year applicable/ under consideration as per aforementioned schedule, licensee shall be liable to pay the demand against said property tax/ service charge within 15 days from the date of rising of such demand by DMRC.

The non-payment of aforementioned dues against property tax/ service charge within stipulated time frame shall be constituted as Material Breach of Contract of License Agreement and DMRC shall initiate proceedings as mentioned in relevant clause of License Agreement for material breach of contract condition.

In case of termination (pre-mature/ mature/ surrender) of license agreement, the property tax/ service charge shall be recovered from licensee on pro-rata basis for the actual period of occupancy only. DMRC can recover these dues from the Interest Free Security Deposit of the Licensee. The applicable property tax/ service charge will be charged & recovered for the mezzanine floor, if any, also as applicable.

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

5.6 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.

5.7 In case the licensee opts to exit from the contract after the lock in period of two years, it shall give an advance notice of 180 days. This notice of surrender can be given only after a period of 1 and 1/2 years, but option to exit will be available only after 2 years.

5.8 In case the licensee exits before the lock in period of 2 years the interest free security deposit shall be forfeited to DMRC as per the provisions of this agreement.

5.9 The license shall be further extendable for a period of five (5) years on mutually agreed terms and conditions.

5.10 The selected bidder will not ask for any claim or compensation from DMRC. If advertisement are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by the selected bidders.

5.11 The registration of License Agreement shall be done within 30 days of signing of agreement by the Licensee [registration fees, stamp duty etc to be fully borne by the Licensee] and the duly registered documents to be submitted to DMRC for records otherwise it shall be treated as breach of License Agreement.

CHAPTER: 6
LICENSE FEE

6.0 License Fee

_____ Metro Station(s) shall be handed over for exclusive Co-Branding activities at the selected station as per the terms & condition of clause 6.1 & 6.2. The License Fee shall be paid as per the schedule given in clause 6.3 & 6.4 of DLA. The Fitment period will be of 120 days from the handing over of the station or till the actual date of start of commercial services (for stations where commercial services will start at a later date) of the selected station whichever is later.

The License Fee shall be for static advertisements. However, digital advertisements may be permitted with the prior approval of MCD to be taken by the licensee through DMRC. Also, higher revenue share to be paid to MCD on this account shall be borne by the licensee only. Here, it shall be noted that DMRC shall continue to charge for static advertisement for any such period of approval/ non approval for digital advertisements. All displays of advertisements including digital advertisements shall be in accordance with and subject to approval by Municipal Corporation of Delhi (MCD) under Delhi OAP-2017.

6.1 **Physical or Actual handing Over of station:-**

(A) If licensee makes LOA payments in first 30 days of issue of LOA, the licensed space must be taken over by licensee after execution of license agreement and within 67 days of issue of LOA.

(B) If Licensee makes LOA payments beyond 30 days and in 60 days of issue of LOA, i.e., with applicable interest, the licensed space must be taken over by licensee after execution of license agreement and within 97 days of issue of LOA.

6.2 **Deemed Handing Over of station:-**

(A) If licensee fails to take over of licensed space as per clause 6.2 (A) the license space shall be deemed handed over by DMRC on 68th days of issue of LOA.

(B) If licensee fails to take over of licensed space as per clause 6.2 (B) or any extension of time for LOA payments has been granted by DMRC, the license space shall be deemed handed over by DMRC on 98th day of issue of LOA.

6.1 The licensee is liable to pay to DMRC the amount of annual License Fee each year in advance. There shall be an **escalation of 5% on annual license fee** after completion of every one year of license period on compounding basis. The license fee is exclusive of all applicable taxes. The Payment Schedule of the License fee to be deposited/paid by the licensee to DMRC for the License period of 10 years, considered after expiry of fitment period as detailed in chapter 5 of the agreement, subsequent to handing over of the station, shall be as under:-

S.N.	Payment Schedule	Amount of License Fee and interest fee security deposit
1	Within thirty days of date of issue of Letter of Acceptance	12 (Twelve) months License Fee as Interest Free Security Deposit

2	On or before expiry of fitment period {of 120 days from the date of handing over or actual start of commercial service date (for stations where commercial services will start at a later date only) of the respective station whichever is later}	First year Advance License fee +GST
3	Before the start date of each year of License Period w.e.f. 2nd year.	Escalated advance annual License fee + GST and escalated amount of Interest Free Security Deposit (In DD/PO or E-mode only)

GST at applicable rates **(presently @ 18%)** shall also be paid by the licensee to DMRC along with the above license fee. Any revision in rates due to Govt. policy/legislation GST (Goods and Services Tax)/or if any other tax becomes applicable, the same shall also apply to the contracts under this tender and the licensee shall accordingly pay the revised GST/or any other tax along with License fees.

6.2 The license fee to be paid as per above payment schedule is exclusive of all applicable taxes as per Chapter 8 of this DLA , including GST as applicable (presently @ 18%) which shall be payable by licensee along with the License fee.

6.3 The utility charges including consumption of electricity, etc. as per the latest guidelines shall also be payable by licensee to DMRC in addition to above in accordance with terms & conditions of the agreement. These utility charges shall be payable by Licensee during the whole tenure of Licensee agreement as and when the demand raised by DMRC. (Till the time DMRC is not able to provide the electricity to the licensee during the stage of construction/fabrication/finishing of the station before Start of Commercial Service, the licensee has to coordinate with the civil contractor of the particular station to get the electrical power, if needed, for fabrication and other works. DMRC shall facilitate for the same).

6.4 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. If the licensee does not receive invoices before 7 days of due date of payments the licensee agrees to collect the same from the office of authorized representative of the licensor.

6.5 The licensee shall preferably make the payment of the license fee as per clause 6.3 to DMRC by electronic mode customer payment portal or i.e. DMRC's CPP/RTGS/NEFT/IMPS.

6.6 Non-payment of License fees and other dues.

6.6.1 Non-payment of License Fee and other dues within the prescribed date will constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Chapter-15 of the Agreement. Besides, the Licensee shall pay an interest of 18 percent per annum on the amounts of License Fee and other dues payable remaining outstanding after the due date and falling in arrears.

Interest shall continue to accrue on monthly compounding basis until the License Fee and other dues are finally paid. Such interest shall be charged for the actual number of days delayed in payment of dues, beyond the due date of payment.

6.6.2 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.

6.6.3 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.

6.6.4 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 the 16th day from the date of issuance of 30 days termination notice.

6.6.5 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 30 days of issue of Termination Notice, along with a written request in the matter.

6.6.6 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.

6.6.7 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. 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 may be 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

7.0 INTEREST FREE SECURITY DEPOSIT / PERFORMANCE SECURITY

7.1 Interest Free Security Deposit / Performance Security: The Licensee shall pay Interest Free Security Deposit / Performance Security to DMRC in advance equivalent to the amount of fixed Annual (12 months) License Fee for the stations handed over. **Minimum 35%** of this amount is to be paid in form of DD/ PO/ DMRC's CPP/ NEFT/ RTGS/ IMPS in favor of DMRC Ltd. and payable in New Delhi, and **remaining or 65%** in form of BG/FDR DD/ PO/ DMRC's CPP/ NEFT/ RTGS/ IMPS in favour of DMRC Ltd and payable in New Delhi. Interest free Security Deposit up to Rs.10.00 Lakhs will be accepted in form of DD/ PO/ DMRC's CPP/ NEFT/ RTGS/ IMPS only in favour of DMRC Ltd. Interest free security deposit/performance Security is to be paid in the following form. Escalated amount of Interest Free Security Deposit shall be deposited in DD/ PO/ DMRC's CPP/ NEFT/ RTGS/ IMPS or E-mode only.

7.1.1 DD/ PO/ DMRC's CPP/ NEFT/ RTGS/ IMPS in favour of DMRC Ltd., payable at New Delhi and issued from a Scheduled Commercial Bank based in India.

7.1.2 Irrevocable Bank Guarantee in the prescribed format (Annexure-1B) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, from/payable at branches located in Delhi/New Delhi. The Bank Guarantee shall be valid for at least three years. The Bank Guarantee shall be extended and renewed every three years well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and en-cashed by DMRC without any prior intimation to the licensee. For last year of license period the Bank Guarantee shall be extended and renewed for residual period of contract plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en-cashed by DMRC without any intimation to the licensee. The scheduled commercial Bank issuing the above bank guarantee must be on the SFMS (structured financial messaging system) platform. A separate advice 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. It is therefore in the own interest of the licensee to obtain the details of DMRC's designated bank and request the BG issuing bank to send the advice of the BG through SFMS to DMRC's Bank. DMRC's bank at present, for confirmation/sending advice of the BG of bank guarantee is detailed as under:

ICICI BANK Ltd.
9A, PHELPS BUILDING
CANNAUGHT PLACE, NEW DELHI-110001 IFSC CODE: ICIC0000007

7.1.3 In case of a joint venture, the Interest Free Security Deposit/performance security is to be submitted in the name of the JV only. However, splitting of the performance security (while ensuring the 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 in the JV or otherwise is also acceptable.

7.2 Interest free security deposit/performance Security shall be escalated 20 % every three (3) years on compounding basis (at beginning of 4th, 7th , 10th and so on) and this escalated amount shall be deposited in form of DD/ PO/ DMRC's CPP/ NEFT/ RTGS/ IMPS/ e-Mode.

7.3 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period i.e. 10 years from commencement date of License Agreement and after adjusting any dues payable to DMRC, reconciliation etc. without consideration of any interest, or after exit/surrender from the License agreement after completion of Lock in period of two years and on receipt of 180 days prior notice, as per the provisions contained and after adjustment of any dues payable to DMRC, without consideration of any interest.

7.4 DMRC reserves the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit / Performance Security at any stage of the agreement i.e. currency/ completion/termination/surrender etc. for: -

a) Any penalty imposed by DMRC or/& adjustment for losses/damages suffered by DMRC for violation of any terms and conditions of agreement committed by the Licensee.
b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
d) Any outstanding payment/ claims of DMRC remained due after completion of relevant actions as per agreement.

7.5 Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default and will entitle DMRC to deal with the matter as per the provisions of Draft License Agreement.

7.6 License may also submit the **IFSD though FDR. (Annexure-1(A)).**

CHAPTER-8
TAXES AND OTHER STATUTORY DUES

8.0 Taxes and Other Statutory Dues

8.1 GST and Advertisement Tax, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.

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

8.3 At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations with local bodies. However, if DMRC becomes liable to share revenue with local bodies from advertisements outside/Inside Selected Metro Stations in Phase-III in future, then DMRC shall deposit the due share to local bodies out of its own funds. Further, share of revenue from outdoor Branding, if any, with local bodies shall be deposited by DMRC out of its own funds. Licensee shall not be liable to part with any additional revenue on this account. In this regard, the following may be noted:

a. DMRC assumes that the value of outside advertisement is 30% of total quote of the bid for the stations which have only outdoor inventory of 100 sqm with no indoor advertisement inventory. The sharing with MCD if needed would be done from this value.
b. DMRC assumes that the value of outside advertisement is maximum 15% of total quote of the bid for the stations which have both outdoor and indoor inventory (250 sqm or 10 sqm). The sharing with MCD if needed, would be done out of this value.
c. In case of stations which are having a reduced/limited scope/area for outdoor advertisement only, it is assumed by DMRC that the value of outdoor advertisement at this station is maximum 15% of the total quote of the bid for the said station.

8.4 All other statutory taxes, statutory dues, local levies, as applicable (other than, mentioned above in **clause 8.3**) 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 contract will be borne by Licensee.

8.6 The selected bidder will not ask for any claim or compensation from DMRC. If advertisement are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by the selected bidders.

CHAPTER: 9
INNOVATIONS, CREATIVITY AND PROCEDURE OF APPROVAL OF ADVERTISEMENT SPACES

9.0 Innovations, Creativity and New Media

9.1 Licensee shall be at liberty to choose the media introduce any format, its design, and type and carry out innovation and creativity to add value for maximization of revenues without any audio and, subject to the scope of advertisement spaces specified in the License Agreement. Licensee may utilize state of art technology prevalent anywhere globally. All such advertising spaces are subject to approval by DMRC with regard to

a) Operational feasibility,
b) Aesthetics,
c) Safety& security concerns.
d) Specifications and type of materials used

9.2 Approval of Plan**:** Licensee shall submit advertising plan for each station indicating type of media and its format, location of advertisement spaces, etc. for approval of DMRC. All the advertising sites proposed by the Licensee in the plan shall be subject to approval by DMRC with regard to aesthetics, operational feasibility, safety & security concerns as well as specifications and type of materials used etc.

9.3 The Licensee shall propose their advertisement plans along with the design calculations regarding safety/integrity of the advertisement panels for prior approval of DMRC before putting up any advertisement on any of the advertisement panels [Strictly as per design checklist as per ANNEXURE- 7 of the Draft License Agreement]. In cases where in Design approval is required before commencement of installation/development of space, a period of 30 days shall be considered for review & approval of designs by DMRC from the date of **complete submission** of the relevant drawings etc. as per the Design Checklist & Compliances detailed at Annexure- 7 of the Draft License Agreement, and the same shall be part of above provided fitment period. In case the Design approval from DMRC takes more than 30 days, fitment period shall be increased by such number of days above the stipulated 30 days.

CHAPTER: 10

FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS

10.0 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 inside the station shall not be allowed.

g) It should be ensured that all political parties and candidates get equitable opportunity to have access to such advertisement spaces for election related advertisement during election period and such spaces should not be dominated/ monopolized by any particular party(ies) or candidate(s). Fair and equal opportunity has to be given to all parties/candidates.

h) No political advertisement shall be displayed/ pasted at the space provided on lease for commercial advertisement during the period of Modal code of conduct. If there is any political advertisement in the provided space, the same shall be removed immediately on enforcement of the Modal code of Conduct.

i) All advertisement creative has to be approved by DMRC before display in metro premises.

j) **Negative List of Advertisements:** The Licensee shall take into account that the following types of advertisements are strictly prohibited:

i. Nudity.
ii. Racial Advertisements or advertisements propagating caste, community or ethnic differences.
iii. Advertisement of drugs, alcohol, cigarette, or tobacco items.
iv. Advertisements propagating exploitation of women or child.
v. Advertisement having sexual overtone.
vi. Advertisement depicting cruelty to animals.
vii. Advertisement depicting any nation or institution in poor light.
viii. Advertisement banned by the Advertising Council of India or by law.
ix. Advertising glorifying violence.
x. Advertisements of destructive devices and explosives depicting items, weapons and related items.
xi. Lottery tickets, sweepstakes entries and slot machines related advertisements.
xii. Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".
xiii. Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

CHAPTER: 11

MINIMUM MATERIAL SPECIFICATIONS FOR ADVERTISEMENT

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 as specified in Electrical Procedure Order.
d) TL tubes for back lighting / illumination with electronic ballast.
e) Polycarbonate sheet as cover of GE make or equivalent.
f) Advertising media to be made from Fire Retardant, Low Smoke, and Zero Halogen material.
g) Frame finishes of Aluminum is also permissible.
h) In order to have energy conservation, LED or any other energy saving devices confirming to BEE standards should be used at the 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 Detailed material specification at Annexure- 5 of this document.

CHAPTER: 12
ELECTRICAL SPECIFICATIONS AND PROCEDURE FOR RELEASE OF ELECTRIC POWER SUPPLY

12.0 Electrical Specifications

12.1 Electricity supply will be provided as per terms and conditions indicated in Annexure- 2. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the 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-2. The Licensee may also undertake electrical works for extension of power from nominated source under DMRC supervision and complying all co dal provisions & DMRC specifications. The Licensee shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" (Annexure-2) as amended from time to time.

12.5 The licensee shall invariably make provisions for TOD energy meter as per the latest DERC guidelines.

12.6 Licensee shall pay a refundable Interest free electrical security deposit of Rs.4500/- per kVA for sanction of electrical load as per the requirement. The same may be submitted in form of BG/DD/e-pay.

12.7 A Non-refundable one time electrical supervision charges of Rs. 10,000/- per energy meter + GST (Taxes as applicable) would also be paid in DD/PO/e-pay mode by the licensee to DMRC.

CHAPTER: 13
MAINTENANCE OF ADVERTISEMENT SPACES

13.0 Maintenance of Co- branding & Advertising Spaces

13.1 Licensee shall keep and maintain the advertisement media/panel in neat, clean condition and in safe & sound manner during all the time of License tenure. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by advertisement media due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.

13.2 Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property, it shall constitute Material Breach of Contract and considered Licensees Event of Default that shall entitle DMRC to terminate the License Agreement with 30 days written notice.

13.3 Access to 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 clarified that the permission to the Licensee shall not be unduly denied.

13.4 Joint inspection of station may be conducted by DMRC officials and Licensee, at mutually convenient time. Discrepancy noticed or instructions issued by DMRC shall be rectified / complied by the Licensee within a period of 7 days, failing which DMRC reserves the right to impose fine up to Rs.5,000/- per instance of irregularity per week. Deliberate or willful non-compliance of DMRC written instructions for a period of 30 days shall constitute Material breach and Licensee Event of Default, which shall entitle DMRC to en-cash security deposit 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 performance guarantee by DMRC shall be without prejudice to any other damages, rights or remedies applicable and available to it under law in its favor.

13.6 Further, DMRC can impose the fine on Licensee up to Rs.10,000/- per offence per instance on the following offenses:

a)	Any staff of Licensee found in drunken condition / indulging in bad conduct.
b)	Any staff of the Licensee found creating nuisance on duty.
c)	Improper maintenance & defacement of the Metro Property.
d)	Dishonor of drafts and Cheques given by Licensee in favor of DMRC. Cheque will be accepted only in emergent condition & approval of DMRC of not below the official 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)	Vacant advertisement panels without having mounted display/filler messages/blank flex at the station, at any time (after completion of fitment period).
h)	Improper maintenance of the FOB or display of unauthorized advertisement beyond the applicable scope of Co-Branding constructed by the licensee.

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

CHAPTER: 14
FORCE MAJEURE

14.0 Force Majeure

14.1 Force Majeure Event:

Any of the following events which has materially impaired the performance of this Agreement shall constitute a Force Majeure Event:

a) Earthquake, flood, inundation, landslide;
b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
c) Fire caused by reasons not attributable to the Lessee;
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 Lessee, Sub-Lessee, its contractors or their employees, agents, etc.;
g) Any other similar act / things beyond the control of the Parties; and
h) Any judgment or order of any court of competent jurisdiction or statutory authority made against the Lessee in any proceedings for reasons other than (i) failure of the Lessee to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the DMRC;

14.2 Notice of Force Majeure Event:

As soon as practicable and in any case within 3 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (the "**Affected Party**") shall notify the other party of the same, setting out, *inter alia*, the following in reasonable detail:

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

14.3 Performance of Obligations:

The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

a) Due notice of the Force Majeure Event has been given to the other party as required by the preceding Clause 14.2;
b) The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;

c) There shall be no Termination of this Agreement due to Force Majeure Event except as provided in Clause 14.4;
d) Where the Lessee is the Affected Party, the various deadlines set forth in this Agreement and the Lease Period shall be extended by the period for which such Force Majeure Event shall subsist.
e) Where the Lessee is the Affected Party, it has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the facilities in the Leased Space(s) as a result of the Force Majeure Event and to restore the facilities in the Leased Space(s) , in accordance with the Good Industry Practice and its relative obligations under this Agreement;
f) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;
g) The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
h) Any insurance proceeds received by the Lessee shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by DMRC.

14.4 Termination due to a Force Majeure Event

In case a Force Majeure Event subsists for a period of 180 (one hundred eighty) days or more within a continuous period of 365 (three hundred sixty five) days, either Party may in its sole discretion terminate this Agreement by giving 30 (thirty) days prior Termination Notice in writing to the other Party without being liable in any manner whatsoever.

CHAPTER: 15
LICENSEES EVENTS OF DEFAULT AND TERMINATION OF LICENSE

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

15.1 Licensee Events of Default:

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

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

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

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

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

15.1.5 If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/ commuters or loss to DMRC property.

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

15.2 If any of the above Material Breach and Licensee Events of Default happens, then DMRC, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement with a 30 day termination notice. 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.

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

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 30 days. 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, in such case the Interest free security deposit shall be forfeited to DMRC as per the provisions of this contract/license agreement.

15.3 Surrender of Contract Agreement : If licensee desires to exit from license agreement before completion of license period, Licensee shall give surrender notice to DMRC subject to minimum Period of surrender notice as specified below:

Sr. No.	Conditions	Grace Period & Notice Period	Treatment of IFSD	General Clauses
(1)	(2)	(3)	(7)	(5)
1.	Before expiry of the Lock-In Period	The License Agreement shall deemed to be terminated on the date mentioned in Termination/Surrender Notice, subject to confirmation by DMRC. No Grace Period shall be provided to Licensee in such a case	Balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any.	1. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/Performanc e Security, from the other contracts of Licensee in DMRC; 2. The outstanding dues shall be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property; 3. DMRC shall be free to dispose-off the property/ goods in whatsoever manner as it deems fit; 4. Licensee shall have no claim for compensation or consideration/ damages.
2.	Immediately after completion of Lock-In Period	For this, the Licensee shall give 180 days prior intimation to DMRC before completion of defined Lock-In period. [In case lock-in period is of 2 years, prior intimation can be given after 1½ years).	Balance Interest Free Security Deposit/ Performance Security shall be refunded after adjusting the outstanding dues, if any	
3.	After expiry of Lock-In Period without serving any Surrender Notice or shorter	The License Agreement shall deemed to be terminated on completion of such improper intimation/ Notice Period	Balance Interest Free Security Deposit/ Performance Security shall be refunded after adjustment of License Fee for period shorter than Surrender Notice Period and outstanding dues, if any.	

A. On Operational Ground: DMRC reserve the rights to terminate/close the License Agreement on operational ground by giving three (3) month advance notice. The License agreement will stand terminated on expiry of 3 months' notice period and the Interest free security Deposit/performance security shall be refunded after adjusting outstanding dues payable to DMRC.

The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensee shall remove all the media, fixtures, panels, etc. from DMRC premises within 30 days of issue of such termination letter, failing which these structures, media, fixtures, panels, etc. shall become property of DMRC at '0'/nil value.

B. Here operational ground would encompass any of the ground which may be required to enhance effectiveness or efficiency or economic aspects of the operational of DMRC and invoking of this clause will be at the sole discretion DMRC.

15.4 Handing over on Termination / Completion / Surrender: In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall hand over to DMRC or its authorized representative peaceful vacant possession of all Advertising Sites. Licensee shall remove all the media, fixtures, panels, etc. from DMRC premises within 30 days of issue of termination letter/surrender completion. No license fee would be charged for this grace period of 30 days. However, if the licensee fails to vacate the licensed premises/ space within the above grace period, penalty of twice the prevalent license fee shall be chargeable for occupation for and beyond this 30 days period. If, the licensee fails to vacate the licensed space / premises within the grace period, and after lapse of this 30 days grace period, DMRC shall take over the goods / property treating at NIL value, even if it is under lock & key; and DMRC shall be free to dispose-off the goods / property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period on this account. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Security available with DMRC. **No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period**.

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

Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:

a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to DMRC without any contributory factor of the Licensee**.**
b) If the Licensee fails to pay License Fee, utility charges, penalty or Damage herein specified or any other due payable by the Licensee to DMRC by the stipulated date.
c) If the Licensee makes any of the following changes in Ownership:
   i. Any change in percentage stake of JV/Consortium by the members of the License Agreement without prior written permission of DMRC.
   ii. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
   iii. Dilution of stake of any consortium member in JV/ Consortium below 15% during the license period
d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
e) If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.

f) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/ commuters or loss to DMRC property.
g) If the Licensee is in violation of any of the other Clauses of License Agreement and after two written notices (unless otherwise specifically mentioned therein) from DMRC, fails to cure the Default to the satisfaction of DMRC.
h) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
i) If the Licensee engaging or knowingly has allowed any of its employees, agents, or sub-Licensee to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
j) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Space except expressly permitted under this Agreement.
k) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DMRC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
m) If the Licensee has abandoned the Licensed Space.
n) If the licensee violates banned usage.

15.6 Termination of License Agreement by DMRC

a) Provided that in the event of application of relevant clauses, DMRC shall give to the Licensee 15 days' time to cure the default and in the event the Licensee rectifies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee Event of Default. However, in the event of application of Clause No. 15.5 (c) to (n), DMRC may terminate the licensee agreement with immediate effect.
b) If the Licensee failing to cure the default within 15 days it shall constitute Material Breach of Contract under this Agreement. It shall entitle DMRC to disconnect all utilities provided to the Licensee and to terminate License Agreement. No representation of licensee shall be entertained after the expiry of cure period.
c) Termination due to Force Majeure conditions.

15.7 Other Terms & Conditions:

Upon termination/ completion/ Surrender of License Agreement:

a) All sub-licenses/ third party agreements, if permitted & applicable, entered by the Licensee, shall stand terminated with immediate effect ;
b) In case of termination of agreement on account of Licensee's Events of Default, the balance Interest Free Security Deposit (IFSD) shall be forfeited in favor of DMRC after adjustment of outstanding dues, if any, payable to DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit (IFSD), 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 & dispose-off the same in any manner as

deemed fit. Licensee shall have no claim for compensation / damages etc in this regard. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit (IFSD), from the other contracts of licensee in DMRC.

c) All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere, and
d) The Licensee shall vacate the premises within grace period i.e. 30 days after date of issue of termination order.
e) Upon termination of the License Agreement, the Licensee shall handover the vacant possession of premises to the Station-in-charge or their authorized representative within 30 days from the date of termination of License Agreement, after removal of media, fixtures, panels, etc. installed by the Licensee at its own cost, without causing damage to DMRC structures. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, DMRC reserves the right to deduct/ recover damages/ charges.
f) If, the Licensee fails to vacate the licensed space/premises within the grace period, penalty of twice the prevalent monthly Licensee Fee shall be chargeable for occupation for and beyond this 30 day period. Apart from this, such violation shall empower DMRC to dispose-off the property & goods from the premises. And after lapse of this 30 days grace period, DMRC shall take over the goods/property treating at NIL value, even if it is under lock & key; and shall be free to dispose-off the property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/damages after completion of grace period. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit/Interest Free Security Deposit (IFSD) available with DMRC. No grace period shall be provided to licensee, if licensee surrenders the contract within the lock-in period of 1 year. In case of non-vacation and forceful eviction of the inventory shall be done along with forfeiture of IFSD after adjustment of dues. Any utility utilized during the grace period shall be chargeable as per the License Agreement.

Sr. No.	**Event**	**Effective Date for Start of Grace Period**
1.	Tenure Completion	Immediately after expiry of License Period of License Agreement.
2.	Surrendered	1. Grace Period shall start immediately after expiry of notice period. 2. Notice period shall start from the date of request submission by Licensee, as approved by Competent Authority.
3.	Termination	Date specified in termination order.

Explanation:

Sr. No.	No of Days from date of Tenure Completion/ Surrender/ Termination	Remarks
1.	0-30	No License Fee but utility charges to be borne by licensee
2.	31-60	Double License Fee along with utility Charges will be borne by licensee.
3.	At 61st Day	Double License Fee along with utility Charges will be borne by licensee and Forceful eviction of the inventory.

g) After vacating the premises, the Licensee shall submit a vacation certificate issued by the Manager/Assistant-Manager (Property Business) or its authorized representative as a proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate issued, shall not be accepted.

h) The termination of this Agreement shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to DMRC including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the Station in-charge or their/her authorized representative subsequent to termination of License Agreement.

i) Rights of DMRC on Termination: DMRC shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Licensed space.

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

CHAPTER: 16
DISPUTE RESOLUTION

16.1 Amicable Resolution

16.1.1 No legal action till dispute settlement procedure is exhausted. Any and all disputes shall be settled in accordance with the provisions of Chapter-16. No action at law concerning or arising out of any dispute shall be commenced unless and until all applicable dispute resolution procedures set out in Chapter-16 shall have been finally exhausted in relation to that dispute or any dispute out of which that dispute shall have arisen with which it may be or may have been connected.

16.1.2 Notice of Dispute For the purpose of Sub-Clause 16.1.2, a dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter call a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the final settlement of the contract after termination/surrender/completion of contract as advised/intimated by DMRC to the licensee.

16.1.3 <u>Procedure for Pre-Conciliation Dispute Resolution Mechanism</u>:

1. All disputes or claims shall, in the first instance, be referred to the concerned Director who deals with the subject matter of the dispute.
2. The concerned Director shall, after hearing both parties, conduct a fair and transparent assessment of the Contractor's/Claimant's genuine claims. The Engineer's stand in rejecting the claims shall not impede the acceptance of genuine claims, and the Director shall, at the same time, urge the Contractor/Claimant to withdraw unreasonable or inflated claims.
3. The concerned Director may seek assistance from the concerned HoD, the Finance HoD, and the GM/Legal, if required.
4. If the parties reach a settlement, it shall be formally recorded in a Settlement Agreement, which must be signed by the authorized representatives of the parties and authenticated by the concerned Director.
5. The Settlement Agreement so signed, shall be final and binding on the parties and persons claiming under them, in accordance with Section 73 of Arbitration and Conciliation Act, 1996.
6. This procedure shall be the first stage of dispute resolution; however, it may be utilized at any subsequent stage, including during and after arbitration proceedings.
7. In case, the Contractor/Claimant is not willing to adopt this Pre-Conciliation Internal Dispute Resolution Mechanism, then the Contractor/Claimant may directly invoke conciliation/the mechanism which is provided in the License Agreement.

16.1.4 Two stages for Dispute Resolution

Dispute shall be settled through two stages:

a. Conciliation procedures as established by "The Arbitration and Conciliation Act – 1996" as amended from time to time. In the event this procedure fails to resolve the Dispute and the cumulative amount in dispute is upto RS. 10 Cr then;

b. Arbitration procedures as provided by "The Arbitration and Conciliation Act – 1996" as amended from time to time.

16.1.5 Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation to conciliate, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by

i. Conciliation Forum maintained by DMRC consisting of three conciliators, in case of large value disputes having financial implication of more than Rs. 2 crores
ii. A Single External Conciliator for small value disputes of up to Rs. 2 Crores.

16.1.6 Conciliation Procedure

DMRC's Conciliation Forums will be consisting of independent and impartial members who shall be-

i. Retired Govt, or retired DMRC officials.
ii. Not less than 55 years and not more than 75 years of age on date of appointment.
iii. In case of retired government officers, should have retired from working level-14 (SAG/HOD or higher) as per 7th CPC or equivalent with minimum 5 years' experience in level-14, having experience in Contract Management/arbitration and conciliation handling of Construction Contracts.
iv. In case of retired PSU officer, should have retired from working level not below E-8 grade in a PSU with minimum 5 years' experience in E-8 grade having experience in Contract Management of Construction Contracts.

Procedure for appointment of Conciliator: DMRC shall offer the choice of two conciliation forums/conciliators (a conciliator forum may consist of 03 conciliators) to the Lessee within 30 days from receipt of request for conciliation to choose one Conciliation Forum/Conciliator.

Both DMRC and other party should represent before Conciliation Forum through their senior management and not through any hired legal professional. Conciliation proceedings are to be completed within a period of not more than 06 (six) months commencing from the date of reference, in case of Conciliation Forum and in case of Sole Conciliator, within a period of not more than 03 (three) months commencing from the date of reference. The said periods may be extended for a further period of 30 days for reasons to be recorded in writing.

Conciliation proceedings are to be commenced in accordance with Section 62 of Arbitration and Conciliation Act, 1996 and the process of conciliation is to be in accordance with the provisions of Section 64 to 81 of the Act, as in effect at any time.

The parties shall not initiate, during the conciliation proceedings, any judicial proceedings in respect of a dispute that is the subject matter of the Conciliation proceedings.

The fee of Conciliation Forum/Single Conciliator and other charges shall be as per fee schedule fixed by DMRC from time to time, and to be equally shared by both the Parties.

16.1.6 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

a) By the sign of settlement agreement by the parties on the date of agreement: or
b) By written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or
c) By a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
d) By a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

The fee of Conciliation Forum/Single Conciliator and other charges shall be as per fee schedule fixed by DMRC from time to time, and to be equally shared by both the Parties.
All other expenses incurred by a party shall be borne by that party.

16.2 Arbitration

'If the efforts to any resolve the dispute through conciliation fails, where the cumulative amount in dispute is not more than Rs. 10 Crore, the same shall be referred to arbitration. Where the cumulative claim amount under dispute is more than Rs. 10 Crore, the parties may approach court of competent jurisdiction for adjudication of dispute.

a. Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the DMRC, shall be referred to arbitration. Other matters shall not be included in the reference.

b. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by GM/Legal on behalf of MD/DMRC at following address:

Office of GM/Legal
Delhi Metro Rail Corporation
1" Floor, C- Wing, Metro Bhawan
Fire Brigade Lane, Barakhamba Road, New Delhi- 110001
Tel: 011-23418408

c. 'The dispute so referred to the arbitration shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.
Further, it is agreed between the parties as under:

16.2.1 Number of Arbitrators: The arbitral tribunal shall consist of:

1. Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
2. 3(Three) arbitrators in all other case.

16.2.2 Procedure for appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:

In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by CE/Contract on behalf of MD/DMRC, DMRC will forward a panel of 03 names to the licensee. The licensee shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the DMRC. In case the licensee fails to choose one Arbitrator within 30 days of dispatch of the request of the DMRC then MD/DMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator

In case of 3 Arbitrators:

a) Within 60 days from the day when a written and valid demand for Arbitration is received by GM/PB on behalf of MD/DMRC, the DMRC will forward a panel of 5 names to the licensee. The licensee will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the DMRC.

b) DMRC will decide the second Arbitrator. MD/DMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the licensee within 30 days from the receipt of the consent for one name of the Arbitrator from the licensee. In case the licensee fails to give his consent within 30 days of dispatch of the request of the DMRC then MD/DMRC shall nominate both the Arbitrators from the panel.

c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to licensee or from the larger panel of Arbitrators to be provided to them by DMRC at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / DMRC, New Delhi.

d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/DMRC fails to act without undue delay, the MD/DMRC shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its

discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(S).

e) The DMRC at the time of offering the panel of Arbitrators) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the licensee.

16.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 164.2.2 above):

The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be a Working / Retired Officer (not below E-8 grade in a PSU with which MRC has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or a Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in DMRC or a PSU with which DMRC has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of Construction Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

16.2.4 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

16.2.5 Neither party shall be limited in the proceedings before such arbitrators) to the evidence or arguments put before the Nodal Officer for the purpose of obtaining his decision. No decision given by the Nodal Officer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrators) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.

16.2.6 It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 o as amended up to date.

16.2.7 If the licensee (s) does/do not prefer his/their specific and final claims in writing, within a period of 28 days of receiving the intimation from the DMRC about the final settlement of the contract on termination/surrender/completion of contract, he/they will be deemed to have waived his/their claims) and the DMRC shall be discharged and released of all liabilities under the contract in respect of these claims.

16.2.8 Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

16.2.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.

16.2.10 The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

16.2.11 A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.

16.2.12 A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

16.3 Interest on Arbitration Award

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

16.4 Cost of Conciliation / Arbitration

The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the DMRC from time to time irrespective of the fact whether the Arbitrators) is / are appointed by the Employer or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the DMRC and the licensee.

However, the expenses incurred by each party in connection with the preparation, presentation of the case will be borne by itself.

16.5 Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties.

16.6 Suspension of Work on Account of Arbitration

During the pendency of Arbitration/Conciliation proceedings, the licensee shall continue to perform and make due payments due to DMRC as per license agreement.

Encl: Schedule D

SCHEDULE D (Part A)

Fee of the External Arbitrators Dealing with Arbitration Cases

<table>
<tr><td>S. No.</td><td>Description</td><td colspan="2">Maximum amount payable per External Arbitrator, per case</td></tr>
<tr><td rowspan="10">1.</td><td rowspan="10">Arbitration Fee</td><td colspan="2">Refer section 11(14)- The fourth schedule of “The Arbitration and Conciliation (Amendment) Act, 2015”</td></tr>
<tr><td>Sum in Dispute*</td><td>Model Fee</td></tr>
<tr><td>Up to Rs. 5.00 lakh</td><td>Rs. 45,000</td></tr>
<tr><td>Above 5.00 lakh and up to Rs. 20.00 lakh</td><td>Rs. 45,000 plus 3.5% of the claim amount over and above Rs. 5.00 lakh</td></tr>
<tr><td>Above Rs. 20.00 lakh and up to Rs. 1.00 crore</td><td>Rs. 97,500 plus 3% of the claim amount over and above Rs. 20.00 lakh</td></tr>
<tr><td>Above Rs. 1.00 crore and up to Rs. 10.00 crore</td><td>Rs. 3,37,500 plus 1% of the claim amount over and above Rs. 1.00 crore</td></tr>
<tr><td>Above Rs. 10.00 crore and up to Rs. 20.00 crore</td><td>Rs. 12,37,500 plus 0.75% of the claim amount over and above Rs. 10.00 crore</td></tr>
<tr><td>Above 20.00 crore</td><td>Rs. 19,87,500 plus 0.5% of the claim amount over and above Rs. 20.00 crore with a ceiling of Rs. 30.00 lakh.

* Ceiling limit of Rs. 30.00 lakh is inclusive of Rs. 19,87,500/-</td></tr>
<tr><td colspan="2">* Sum in dispute mentioned above shall include any counter claim made by a party also.</td></tr>
<tr><td colspan="2">Note

1. In the event, the arbitral tribunal is a sole arbitrator; he/she shall be entitled to an additional amount of twenty five percent on the fee payable as above.

2. The fee shall be conveyed to Arbitrator(s) at the time of issuing the appointment letter.</td></tr>
</table>

2.	Secretarial Assistance & incidental charges (telephone, fax, postage, etc.	Rs. 20,000/- per case, payable to sole arbitrator or presiding arbitrator only on behalf of Arbitral Tribunal, in case where Secretariat Assistant / Personal Assistant is arrange by sole Arbitrator/Arbitral Tribunal at their own Or INR 10,000/- per case, payable to sole Arbitrator or presiding Arbitrator only on behalf of Arbitral Tribunal, in cases where Secretariat Assistant/Personal Assistant is provided by DMRC on the request of sole Arbitrator / Arbitral Tribunal. In such cases, Secretariat Assistant/Personal Assistant shall be paid @ INR 1000/- per hearing/meeting held in DMRC premises based on certification by sole Arbitrator or presiding Arbitrator of Arbitral Tribunal.
3.	Other Expenses (actual against bills subjected to the prescribed ceiling) applicable for the days of hearing only	
	i) Travelling Expenses	Economy Class (by Air), First Class AC (by train) and AC car (by road)
	ii) Lodging and Boarding	a) Rs. 15,000/- per day (in metro cities) b) Rs. 7,500/- per day (in other cities) c) Rs. 3,000/- per day, if any arbitrator makes their own arrangements
4.	Local Travel Charges	Rs. 2,000/- per day of hearing / meeting
5.	Providing facilities of hearing rooms, for arbitration hearings & secretarial assistance, etc.	Meeting Room shall be provided by DMRC, otherwise 5,000/- per day of hearing / meeting of Arbitration.

Note:-

1. The above fee is not applicable to the officers of DMRC on panel.
2. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 KMS. Away from place of meeting.
3. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as metro cities.

SCHEDULE D (Part B)

Fee of the External Conciliator dealing with Conciliation Cases

S. No.	Description	Maximum amount payable per External Conciliator, per case
1.	Conciliation Fee	Rs. 20,000/- per hearing (to be equally shared by both the parties) subject to a maximum of 4.00 lakh per case
2.	Reading charges/studying of documents	Rs. 20,000/- per case including counter claim, etc.
3.	Secretarial Assistance & Incidental Charges (telephone, fax, postage, etc.)	Rs. 20,000/- per case
4.	Charges for preparing & issuing of Settlement Agreement	Rs. 25,000/-
5.	Other expenses (actual against bills subject to the prescribed ceiling) applicable for the days of hearing only	
	i) Travelling Expenses	Economy Class (by Air), First Class AC (by train) and AC Car (by road)
	ii) Lodging and Boarding	a) Rs. 15,000/- per day (in metro cities) b) Rs. 7,500/- per day (in other cities) c) Rs. 3,000/- per day, if any arbitrator makes their own arrangements
6.	Local Travel Charges	Rs. 2,000/- per day of hearing / meeting
7.	Providing facilities of hearing rooms, for arbitration hearings & secretarial assistance, etc.	Meeting Room shall be provided by DMRC, otherwise 5,000/- per day of hearing / meeting of Arbitration.

SCHEDULE D (Part C)

Fee Structure for Departmental (DMRC) Conciliators dealing with Conciliation Cases

<table>
<tr><th>S. No.</th><th>Description</th><th>Maximum amount payable per Conciliator, per case</th></tr>
<tr><td>1.</td><td>Conciliator Fee</td><td>Rs. 5,000/- per sitting (to be equally shared by both parties) subject to ceiling as prescribed below:

<table>
<tr><th>S. No.</th><th>Amount in Dispute (in INR)</th><th>Ceiling Limit (In INR)</th></tr>
<tr><td>1.</td><td>Up to 1 Crore</td><td>Rs. 25,000/-</td></tr>
<tr><td>2.</td><td>1 to 10 crore</td><td>Rs. 50,000/-</td></tr>
<tr><td>3.</td><td>Above 10 crore</td><td>Rs. 75,000/-</td></tr>
</table>
Note:

The above fee is for hearings and includes a maximum of 3 internal meetings held at DMRC office by the Conciliators for finalization of award without the presence of the parties involved.</td></tr>
<tr><td>2.</td><td>Reading Charges/Studying of Documents</td><td>Rs. 5,000/- per Conciliator per case including counter claim</td></tr>
<tr><td>3.</td><td>Secretarial Assistance & Incidental Charges (telephone, faix, postage, messenger, etc.)</td><td>Rs. 10,000/- per case</td></tr>
<tr><td>4.</td><td>Charges for publishing settlement agreement</td><td>Rs. 10,000/- per case</td></tr>
</table>

CHAPTER: 17
MISCELLANEOUS

17.0 Miscellaneous

17.1 Insurance and Waiver of Liability

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

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

17.3 The Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines regarding 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 No political advertisement shall be displayed/pasted at the space provided for the commercial advertisement during the period of Model Co de of Conduct. If there is any political advertisement in the provided space, the same shall be removed immediately on enforcement of the Model Code of Conduct.

17.5 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.

17.6 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.

17.7 The Licensee hereby agrees that DMRC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of DMRC. Licensee hereby indemnifies DMRC against the claims made by Licensee's employees against DMRC.

17.8 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.

17.9 That no tenancy/sub-tenancy is being created by DMRC in favor of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -

a) That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise:
b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by DMRC in favor of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and
c) That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.

17.10 The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises.

17.11 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labor laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labor Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.

17.12 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 30 days of handing over of the station, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of media installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further, within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to DMRC. All the Licensee's personnel shall be required to possess ID card while working in DMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

17.13 Advertisement spaces & retail space on Delhi Metro station are hereby provided to Licensee on "as is where is basis". Licensee may utilize existing prefabricated panels, if any, for the purpose of advertisement after due refurbishment. 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 out of DMRC premises. DMRC shall not have any claim with regard to such disposal.

17.14 The Co-Branding activities are granted to the Licensee at Selected Metro Stations on exclusivity basis. DMRC shall not engage in future any third party for commercial advertisement inside these Selected Metro Stations during the currency of License period. However, DMRC reserves the right to put generic signages on the retail outlets and in property development areas inside/outside stations. Only one signage of size up to 15 sqft and width upto 1 ½ feet for displaying generic name of the inventory for its own branding.

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

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

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

17.17 That the Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and DMRC shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.

17.18 The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the licensor. The Licensee also voluntarily agrees to collect the invoices from the office of the Authorized representative of the licensor (DMRC) before the due

date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.

17.19 In case of restricted availability of power supply / breakdown, the station power requirements would get first priority and this may result in restriction / rostering of power supply to the Licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of DMRC or such causes where the supply of DMRC is affected by a cause or causes over which DMRC has no control, DMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.

17.20 The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers of the licensor.

17.21 Notices

a. If any notice is to be served upon DMRC shall be sufficiently served and given if delivered to "General Manager/Property Business, 3rd 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 Licensee.
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.

Annexure-1(A)

FORMAT OF FDR
(on Letter head of Bank)

Date: DD/MM/YYYY

HOD/ Property Business.
Delhi Metro Rail Corporation Limited
Metro Bhawan, Fire Brigade Lane.
Barakhamba Road,
New Deihi-11 0001

Dear Sir/Madam,

Sub: Issuance of FDR……Amounting to ₹……Valid till.....

It is hereby certified that FDR bearing number…… dated…… Amounting to₹ …….. (amount in figure and in words) has been issued by (Name of the Bank)…… branch address..... the maturity value is ₹---------- on dated ……..

The FDR has been issued on the request of M/s (Name of the contractor) ……under the contract No- ..... This FDR will be redeemed without involving the contractor M/s (Name of the contractor)…… on demand of M/s Delhi Metro Rail Corporation Limited on same day.

Any such demand made on the bank by DMRC shall be conclusive, absolute, final and binding on the bank, and the amount due and payable by the bank under this FDR will be honoured by the bank, simply on demand, without demure, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the bank under this FDR is absolute and unequivocal. The above payment shall be made without any reference to Licensee or any other person.

This FDR has been issued by authorized signatory of the bank.

For or on behalf of (Name of the Bank)……

Signature……
Name……
Designation.....
Stamp of Bank……
Email-ID of Bank Branch.....
Phone No. of Bank official.....

Annexure-1(B)

FORMAT OF BANK GUARANTEE

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks from/payable at _____, (New 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 earnings through non-operating revenue, has licensed Co-branding/advertisement activities at _____Metro Station to M/s. _____ (hereinafter called "Licensee").
2. DMRC has agreed to provide to the Licensee, Co-branding spaces on "as is where is basis" in accordance to LOA No. _____ dated _____.
3. Therein after referred to as Co-Branding/ advertisement activities, on payment of License Fee to DMRC on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of _____ years from the date of commencement of License period, unless otherwise terminated/surrendered earlier or extended further.
5. The offer submitted by M/s _____ having their registered office at _____ has been accepted by DMRC vide LOA No. _____ dated _____.
6. As per the terms of the above mentioned LOA, the Licensee has been selected for Co-Branding/advertisement activities at _____ Metro Station of Delhi Metro for the duration of the License.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.
8. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement.

9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) as a part of Interest free security deposit which is equivalent to the Annual license fee for _____ Metro Station, as security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.
10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs. _____ (Rupees _____ only).

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

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs. _____ (Rupees _____ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount.

   For the purpose of this clause, any letter making demand on the Bank by DMRC dispatched by Registered Post with Ack. Due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.
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. The scheduled commercial Bank issuing the above Bank Guarantee confirms that it is on the SFMS (structured financial messaging system) platform, and it will invariably send a separate advice of the BG to the designated bank of DMRC, through SFMS.
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 until …….. (Period of expiry) or till–the end of 6(Six) month after completion of the License Period, or for such extended period as may be desired by DMRC, and as conveyed by DMRC to Bank.

5. In such case of renewal, the Guarantor shall renew the Bank Guarantee, sixty days prior to the expiry of validity of the Bank Guarantee and the process for extension of the Guarantee would be repeated till period of License Agreement is exhausted.

   Failure to extend the validity of Bank Guarantee at least sixty days prior to the expiry date of Bank Guarantee would lead to encashment of this Bank Guarantee as per the concept of extend or pay.
6. 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 and en cashed by DMRC without any prior notice to the Licensee,
7. This Guarantee 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.
8. This Guarantee is unconditional and irrevocable during the currency of BG till such time DMRC discharges this Guarantee by issuing a letter to the Guarantor in this behalf.
9. 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.
10. 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.
11. 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.
12. 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.

13. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
14. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
15. The Bank also agree that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Delhi.
16. Partial and Multiple drawings/withdrawals are permitted under this bank Guarantee.
17. 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.
18. 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.
19. Notwithstanding anything contained hereinabove:
    a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only).
    b) This Guarantee shall remain in force up to _____.
    c) Unless the demand/claim under this guarantee is served upon us in writing on or before _____ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official
Name: _____
Designation: _____
I.D. No.: _____
Stamp/Seal of the Bank: _____
Signed, Sealed and Delivered
for and on behalf of the Bank
by the above named _____
In the presence of:
Witness–1
Signature _____
Name _____
Address _____
Witness–2
Signature _____
Name _____
Address _____

Annexure-2

RULES AND GUIDELINES FOR RELEASE OF ELECTRIC POWER

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

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

3. Underground metro stations are already air-conditioned and hence separate AC is not required. In underground stations, installation of window / split AC generally are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis subject to availability of spare capacity with DMRC and DMRC reserve the right for releasing spare chilled water capacity to the licensee. BTU meter will be provided by licensee for charging the electricity of delivering tonnage to licensee by applying suitable conversion formula; The work regarding the air-conditioning which includes tapping the water from the DMRC chilled water pipe line, AHUs, FCUs and other necessary installation for air-conditioning shall be done by Licensee. Generally the operating timing of chiller at underground metro station is from 0800 Hrs to 2130 Hrs. However, for elevated stations licensee may provide AC at his own cost conforming to detailed specifications attached at **Annexure-D**.

4. DMRC will attempt to provide electricity at the point nearest to location after getting application as per Annexure-A; licensee is required to undertake electrical work for extension of power from nominated source and as per cable layout plan released by Electrical O&M at the time of load sanction under DMRC supervision and complying all codal provisions listed DMRC specifications as per **Annexure B**, & 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. Subject to completion of following work by the Licensee.

   - Supply and laying of cable including end termination of suitable size (rating suitable for allowable electric load) FRLS for RC section and LSZH cable for UG section (from source to nearest point) as per standard specifications.
   - Supply and fixing of meter box, energy meter with all necessary electrical safety equipment.

- Licensee shall extend power supply from this Meter box at his own cost and work will be done by electrical contractor having a valid Electrical contractor certificate issued by Govt. of Delhi and NCR and shall provide installation last report as per **Annexure-B**. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises, **Annexure-C**. Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at **Annexure-E**. The work executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.

6. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, energy meter, can be taken back by licensee without damaging any of the connected DMRC accessories i.e. cable trays, and false ceiling etc.

7. Power supply for fitment of leased area: If licensee desires they may seek an electrical connection for carrying out fitment of leased area only for limited period. Electrical O&M at its own cost shall provide a connection of 2KW each for every 100 sq mtr. of leased area in the lease premises at the total cost of Rs.2,500/- per seven days. This arrangement shall have provision of load limitation of 2KW only and the consumption shall be monitored and in the likely case of excess consumption, separate demand shall be raised and extra demand shall be calculated Rs.1250/- per KW for per week. Licensee may request for this connection to Electrical O&M through concerned controlling department

8. Permanent connection for giving the load as required by the Licensee is subject to availability of spare load to DMRC shall be given after ensuring all safety compliance and completion of electrical and fire safety works as per **Annexure- E** in leased premises in all respect i.e. complying to the necessary stipulations as specified in these documents, other relevant contract documents, applicable standards and ensuring that work executed by licensee is aesthetically pleasant. Format of application for electric connection and lists of document required is attached at **Annexure-A**.

9. TARIFF: Rate of electricity shall be charged from licensee which is applicable for concerned DISCOM from where DMRC is sourcing power.

Annexure-A

FORMAT OF APPLICATION FOR POWER SUPPLY

Name and Address of Licensee:-			
S. No.	**Items**	**Details**	**Remarks**
1	Station Name		
2	Reference to allotment letter (Copy to be attached)		
3	Load Requirement		
4	Details of submission of Advance Consumption Deposited as per load		
5	Details of Cable installed along with earthing (Make and rating) Attach cable test report		
6	Details of MCCB/MCB installed (make and rating)		
7	Details of ELCB installed (make and rating)		
8	Details of MDI / TOD Energy meter installed (Make and rating)		
9	Attach Original Meter Test Report	Yes☐ /NO☐	
10	Energy Meter Sealed, if Yes Meter Seal No.		
11	Please confirm whether lockable meter box with earthing has been provided and sealed by DMRC representative.	Yes☐ /NO☐	
12	Attach Cable layout plan (released by Electrical O&M)	Yes☐ /NO☐	
13	Attach Electrical Declaration on Rs.100/- Non-judicial Stamp paper As per Annexure - F or G.	Yes☐ /NO☐	
14	Please confirm whether fire extinguisher have been provided with make & specification		
15	All debris, waste material have been removed from installation	Yes☐ /NO☐	

Procedure

1. After ensuring completion of all electrical works as per stipulations and compliance of all safety requirements i.e. Fire safety, clearance by local fire service etc. Licensee shall apply for permanent connection to concerned PD / PB department in above form.
2. Electrical Department shall carry out inspection as per prescribed Performa at site and if found complied, permanent electric connection shall be released. Fire compliance depends on the size of PB/PD property premises, so detailed Fire inspection Performa is placed at **Table-2 (Annexure-A).**
3. Before execution of electrical work, licensee shall get inspected it's all material form E&M supervisor and licensee shall submit all corroborated documents regarding specifications as mentioned in **Annexure-A.**

Annexure-B

ELECTRICAL INSTALLATION TEST REPORT

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

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

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

Seal & Signature of the Licensee

Seal & Signature of Electrical Contractor
(Holding Valid Govt. License)

Annexure-C

SPECIFICATIONS FOR ELECTRICAL WORKS

1. Licensee is required to obtain prior approval of DMRC before carried out any work pertain to electrical & fire. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision electric till be borne solely by the licensee. The licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station load up to 10 KVA shall be given in single phase & in case of underground stations load upto 5KVA shall be given in single phase. Load above this it shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at DMRC end.
3. Cables upto 6 Sq.mm. will be of copper conductor and above 6 Sq.mm. Aluminum conductor may be used. However in case of underground station use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth for the single phase, both for elevated and underground section of DMRC. 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 armored, XLPE, FRLS. In case of Underground, stations all wires and cables shall be armored XLPE, FRLSZH and conform to NFPA-70, and BS-6724 standard.
5. The meter along with MCB-& ELCB box will be metallic and without any holes. DPMCB & 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. Licensee will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
8. All materials specification must follow standards, codes and specification as specified in **Annexure-C, Table-I Annexure -C/I**.
9. In case, the licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the rights to revoke the license and forfeited the interest free security deposit.
10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and Signage in signage's panel shall also be FRLSZH in case of UG stations.
12. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable

for application at UG station conforming to UL - 94 standards on flammability of material.

Table: 1 -- Rating of Electric Items

	Power Requirement (KVA)	Rating of MCB (A, 10kA)	Rating of ELCB (A, mA)	Cable Size (Sq.mm.) DB to Licensee premises	
ELEVATED STATIONS	0 - 0.1	0.5	16, 30	3 Core x 1.5	3 core Copper Conductor
	0.1 - 0.2	1	16, 30	3 Core x 1.5	
	0.2 - 0.5	2	16, 30	3 Core x 1.5	
	0.5 - 0.7	3	16, 30	3 Core x 1.5	
	0.7 - 0.9	4	16, 30	3 Core x 1.5	
	0.9 - 1.2	5	16, 30	3 Core x 1.5	
	1.2 - 1.4	6	16, 30	3 Core x 1.5	
	1.4 - 2.3	10	16, 30	3 Core x 2.5	
	2.3 - 3.7	16	16, 30	3 Core x 4	
	3.7 - 4.6	20	25, 30	3 Core x 4	
	4.6 - 7.4	32	32, 30	3 Core x 6	
	7.4 - 9.2	40	40, 30	3 Core x 10	Copper/Aluminum
	9.2 - 10.0	50	63, 30	3 Core x 16	
UNDER GROUND STATIONS	0 - 0.1	0.5	16, 30	3 Core x 4 Sq. mm Copper Conductor (for single phase)	
	0.1 - 0.2	1	16, 30	3 Core x 4 Sq. mm Copper Conductor (for single phase)	
	0.2 - 0.5	2	16, 30	3 Core x 4 Sq. mm Copper Conductor (for single phase)	
	0.5 - 0.7	3	16, 30	3 Core x 4 Sq. mm Copper Conductor (for single phase)	
	5.0 - 7.2	*10*	*25, 30*	4 Core x 6 Sq. mm Copper Conductor (for three phase)	
	7.2 - 10.0	*16*	*25, 30*	4 Core x 6 Sq. mm Copper Conductor (for three phase)	
	10.0 - 18.0	*25*	*25, 30*	4 Core x 10 Sq. mm Copper Conductor (for three phase)	
	18.0 - 25.0	*40*	*40, 30*	4 Core x 16 Sq. mm Copper Conductor (for three phase)	
	25.0 - 38.0	*63*	*63, 30*	4 Core x 25 Sq. mm Copper Conductor (for three phase)	
	38.0 - 40.0	*63*	*63, 30*	4 Core x 38 Sq. mm Copper Conductor (for three phase)	
	40.0 - 50.0	*100*	*100, 30*	4 Core x 50 Sq. mm Copper Conductor (for three phase)	

Table: 2 Fire Safety measures

FIRE SAFETY INSPECTION CHECK-SHEET

[For Kiosk / Shops area up to 250 m^2 inside station building]

PD/PB Licensee: _____Floor Area _____ Floors : _____ Station: _____
Line: _____ Date: _____

S N	CHECK POINT	OBSERVATION	REMARKS
KIOSKS (up to 100 m^2 area)			
1	**Provision of fire extinguishers**		
a	Up to 10 m^2 : One ABC 2 Kg fire extinguishers m		
b	Above 10 m^2 and below 50 m^2 : One ABC 4 Kg fire extinguisher		
c	Above 50 m^2 and below 100 m^2 : One ABC 4 Kg fire extinguisher and one 9 ltr water type		
SHOPS (up to 250 m^2 area as integrated design part of metro station)			
1	**Provision of fire extinguishers**		
a	Up to 10 m^2 : One ABC 2 Kg fire extinguishers		
b	Above 10 m^2 and below 50 m^2 : One ABC 4 Kg fire extinguisher		
c	Above 50 m^2 and below 100 m^2 : One ABC 4 Kg fire extinguisher and one 9 ltr water type extinguisher		
d	Above 100 m^2 and below 250 m^2 : Atleast two ABC 4 Kg fire extinguisher and two 9 ltr water type extinguisher		
2	**Provision of smoke detector**		
a	At true ceiling level provided by DMRC		
b	Below false ceiling provided by licensee and connected with station FACP		
c	Smoke detector/s available in each room		
3	**Provision of sprinklers**		
a	At true ceiling level provided by DMRC		
b	Below false ceiling provided by licensee and connected with station sprinkler line		
c	Sprinkler/s available in each room		
OTHER CHECK POINTS			
1	Any unsafe electrical works?		
2	Other applicable fire prevention, life safety and fire protection measures with respect to occupancy class is implemented ?		
3	Is good house-keepping practice follwowed ?		

Note: For bigger commercial spaces, i.e. More than 250 m^2 area, joint inspection will be conducted on the basis state fire service's issued directives and approved plan for execution by licensee.

DMRC Inspecting Officials Details:		**Licensee Details:**
Sign : _____	**Sign :** _____	**Sign :** _____
Name : _____	**Name :** _____	**Name :** _____
Emp ID : _____	**Emp ID :** _____	**Emp ID :** _____
Department : Fire Wing	**Department : PD / PB**	**Licensee :** _____

Annexure-C/I

LIST OF APPROVED MAKES

S. No.	Item	Approved Makes
1.	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked or any reputed make with prior approval of E&M department of DMRC.
2.	GI Conduit Accessories	Confirming to BIS as per approved samples
3.	Copper Conductor FRLS , PVC insulated wires (IS: 7098)	National, Ecko, Cords Cables, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab or any reputed make with prior approval of E&M department of DMRC.
4.	Copper Conductor FRLSZH , insulated wires (BS-6724)	Polycab, Ducab Dubai, Cords Cables, KEI or any reputed make with prior approval of E&M department of DMRC.
5.	FRLS Cables (IS: 7098)	Fort Gloster, NICCO, Cords Cables, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal or any reputed make with prior approval of E&M department of DMRC.
6.	FRLSZH , XLPE Cables (BS-6724)	Polycab, Ducab Dubai, Cords Cables, KEI or any reputed make with prior approval of E&M department of DMRC.
7.	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider) or any reputed make with prior approval of E&M department of DMRC.
8.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schneider or any reputed make with prior approval of E&M department of DMRC.
9.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schneider or any reputed make with prior approval of E&M department of DMRC
10.	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati or any reputed make with prior approval of E&M department of DMRC.
11.	Luminaries (only LED Lights use)	Philips / Schrader / Osram / Bajaj / Thorn / Crompton or similar with the prior approval of E&M department of DMRC.

Note: - DMRC reserve the right to set tested all material from any govt. lab and licensee shall be bear cost of third party testing.

Licensee is required to use only approved make as mentioned above. However in case of any difficulty for procurement of cable of above make, Licensee shall submit detailed catalogue, technical specification, test reports of alternate make for approval to Electrical O&M HOD, only after its approval the alternate makes shall be allowed.

Annexure-D

SPECIFICATION OF AIR CONDITIONER

Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-22 suitable for wall mounting and conforming to following specifications. Spit AC shall be preferably five star rated. Approved names 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 painting 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 mtr 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 0 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.

Annexure-E

FIRE SAFETY REQUIREMENTS

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

TYPE & SPECIFICATAION: BIS approved stored pressure extinguisher as per IS 15682:2006 and of type 'A', 'BC' or 'ABC' conforming to risk protection as per IS 2190:1992. (Kg and Liters can be converted in same ratio i. e. 5Kg = 9 Liters) Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity:-		
AREA		
Up to 10 Sq. m.	Above 10Sq. m. and below 50 Sq. m.	Above 50 Sq. m. and below 100 Sq. m.
One Fire Extinguisher of 2 KG capacity	One Fire extinguisher of 4 KG capacity	Two Fire extinguishers, one of 5 KG and another of 9 Liters Water Type

The existing shops up to an area of 250 Sq. m. are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per **Table-2.**

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

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

Annexure-F

DECLARATION

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

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

OR

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

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

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

The Bidder hereby agrees and undertakes:

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

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

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

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

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

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

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

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

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

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

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

13.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, suitable action shall be taken to respective State Electricity Act.

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

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

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

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

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

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

Date:

Place:

Signature of Bidder
(Full name)

Signed and delivered in the presence of:

Witness 1
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 Bidder.
2. Proof of allotment of the space/area leased out by DMRC in the form of the following:
   a) Allotment/possession letters, Lease deed
   b) General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}

Annexure-G

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

OR

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

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

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

The Bidder hereby agrees and undertakes:

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

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

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

    13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Bidder. Approval shall be taken from DMRC O&M wing. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damage, compensating or any other consideration what so ever on account of time and cost associated in making provision of electricity.

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

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

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

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

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

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

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

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

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

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

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

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

13.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, suitable action shall be taken as per respective State Electricity Act.

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

Date:

Place: **Signature of Bidder**

(Full name)

Signed and delivered in the presence of:

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

List of Documents to be submitted along with Declaration

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

Annexure-H

ELECTRICITY PREPAID METER GUIDELINES

1. DMRC may supply Smart Prepaid Meters based on licensee's request with following payment to the DMRC:

Sr. No.	Type of Meter	Price (incl. of GST)		Remarks
		Meter	Meter Box	
1	I-Phase Whole Current Prepaid Smart Energy Meter	9,684/-	Rs. 4,605/-	
2	3-Phase Whole Current Prepaid Smart Energy Meter	12,668/-	Rs. 4,605/-	
3	3-Phase CT operated Prepaid Smart Energy Meter	22,204/-		Panel also need to be installed as per Load Requirement and Other Accessories i.e. Motorized MCCB of suitable rating, Metering CT, Control MCB, LED Indicators, Modem, Cabling, Earthing etc. are also required. The PB/PD to submit Panel drawing to DMRC for approval.

2. One-time Charges for Integration to the DMRC Smart Billing Portal (www.metroenergy.in) shall be ₹884/- for each of the smart meter.
3. DMRC shall only supply above Smart Pre-Paid Energy Meters, Meter Boxes & take-up for Integration DMRC Smart Billing portal. However all other necessary works as required like Hardware Installation, Testing & Commissioning shall be done by the licensee at its cost.
4. For CT operated meter (for Sr.no-3 of table in Para-3), Motorized MCCB of suitable rating, Metering CT, Control MCB, LED Indicators, Modem, Cabling, Earthing etc. shall also be required. These shall be done by the licensee at its cost.

If licensee is unable to install Metering Panel at its end, then it may request E&M dept. (through PB/PD) on case specific basis with initial deposit of Rs. 1 lakh to DMRC. The estimate shall be provided after load requirement, cable size & inspection of the site. The execution/installation of Panel shall take around 03 months for Supply, Installation, Testing & Commissioning. E&M/DMRC is only extending support and it shall not be responsible for any delay/contractual obligations.

Annexure-3

PAYMENT THROUGH E-MODE

The Licensee shall make all the payments to DMRC as per the terms and conditions and the mode of payments mentioned in this Tender Document. It may be advised that all the payments through e-mode may preferably be made through DMRC's CPP portal.

Annexure-4

HANDING OVER/ TAKING OVER NOTE

Handing/ Taking Over of Co-Branding Station _____ (…… Line) of DMRC network, is handed/ taken over to/ from Sh./ Smt. ……..of M/s …… on (Date)……..at (Time) ……hrs., on as is/ was where is/ was basis in the presence of representatives of Property Business Cell, E&M Department, Civil/ Works Department and Operations Department.

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

Geo tagged-date and time stamped photos of the site:

……..	**……..**
Licensee	**Property Business Cell**
……..	**……..**
E&M Dept	**Civil/ Works Dept**

……..
Station Manager/ Ops.

Annexure-5

MATERIAL SPECIFICATIONS

For Elevated/Underground Stations:

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

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

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

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

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

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

Interior Surface Finishes:

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

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

Annexure-V (A)

Material Specification for renovation/ refurbish of premises

Approved - vendors – list		
SN	**Items/Products**	**Approved Vendors**
1	VITRIFIED TILES	Kajaria
		H&R Johnson (India)
		Naveen
		Somany
		Orient
		R K Ceramics
		Restile Ceramics Limited
		Asian Grando India Ltd
		Oasis (Maaarbomax Group)
		Euro Tiles
		Oracle Granito Limited (Marbito Vitrified Tiles
		Nitco
2	CERAMIC TILES/ PORCELAIN TILES	Kajaria
		Bell Ceramaics
		H&R Johnson (India)
		Mitco
		Regency Ceramics Ltd
		Somany
		Orient
		Kanzai Ceramic
		Raja Tiles
		Mridul Enterprises
		Italia
		Euro Tiles
		Hindustan Tiles
3	TERRAZZO TILES	Nitco
		Hindustan Tiles
4	TACTILE	Pelican Ceramic Industries Pvt Limited
		UniStone Products (India) Pvt Ltd
		Nimco Pretab Ltd
5	PVC FLOORS	Armstrong World Industries (India) Pvt Ltd
		Gerfloor India
		Tarken
		VeeKay Polycoats Limited
6	RAISED	Hewelson/Kingspan Access

	FLOORS	Floors
		United Access Floors/United Insulation
		Uniflair
		Unifloor
		Acons
7	WOODEN FLOORS	Armstrong World Industraies (India) Pvt Ltd
		Action Tesa (Action Buildwell)
		Pergo
8	PU COATAED FLOORS	Cipy Polyurethanes
		H C Associaates
		Pidilite
		Shalimar Paints
		Sika
9	GRC PAVING TILES	Unistone
		Nimco Prefab
		Hindustan Tiles
10	PAVERS & CHEQUERED TILES	UniStone Products (India) Pvt Ltd
		CCC Builders Merchant Delhi Pvt Ltd
		Nimco Prefab
		Hindustan Tiles
		Terra Firma (Now TERRA FIRMA GRC & CONCRETE INDUSTRIES)
		Nilco
		Hindustan Tiles
		Uttra Tiles
		Orasie Granito Limited (Marbito Vitrified Tiles)
11	MOSAIC TILES	Bisazza (Glass Mosaic Tiles)
		Mirdul Enterprises
		Italia
		Kenzai
		Opio
		Eon Ceramics
12	EMULSION PAINTS	ICI Dulux
		Modi Industries
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson

		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints
13	SYNTHETIC ENAMELS	ICI Dulux
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints
14	TEXTURE PAINTS	Spectrum
		Unitjile
		Barkelite Hylam (Surface Texture Division) "Heritage" Paints
		Texfin Products (M/s Niko)
		Acro Paints
		Birla
		ICI Dulux
		NCL AL TEK
		Kamdhenu Paints
		Bizzar
		Sherwin Williams Paints
15	POL YURETHANE PAINTS	MRF Paints
		Nerolac
		H C Associates
		Modi Industries Ltd (Paint Section)
16	WALL CARE PUTTY	J.K. White
		Unistone
		Birla (Aditya Birla Group)
		Shalimar Paints
		Gyproc Wall Putty (Saint Gobam
17	GLASS 9Float / Toughened)	Float Glass India Ltd (Asahi float)
		Asahi Float (AIS)
		Modigaurd
		Glaverbel
		Saint Gobam
		Sejat
18	STRUCTURAL GLAZING	PERMASTEELISA (INDIA) PRIVATE LIMITED

	FABRICATORS	Alufit (INDIA) Pvt Ltd
		SP Fabricators Pvt Ltd
		Alpro India
		Ashoo Decore (India) PvtLtd
		Innovators
		Façade India Testing Inc
19	ALUMINIMUM COMPOSITE PANEL	AlucoBond
		Reynobond Marketedd through Kawneer India Stockists HECTAFINE CONSTECH INDIA PVT LTD)
		ALPOLIC (A Mitsubishi product)
		Alsgtrong
		Alex Panels
		AL STONE INTERNATIONAL
		Aludecor Lamination Pvt Ltd
		Alupan Composite Panels Pvt Ltd
20	GRC PRODUCTS (GARC Screen Panels etc.)	UniStone Products (India) Pvt Ltd
		Hindustan
		TERRA FIRMA GRC & CONCRETE Industries
21	WAX PLASTER	Unitile India Pvt Ltd
		Oikos India Pvt Ltd
		Acro Paints
22	GYPBOARD CEILINGS	Gyproc (Saint Gobain)
		Lafarge Boral Gypsum India Pvt Ltd
23	CALCIUM SILICAATE BOARD	Promat
		Hilux
		Acon Pan
		Aeroline
24	SS MS / GI POWDER COATED CEILING	Hunter Douglas
		Armstrong
		Durfum
25	ADHESIVES FOR TILES	Pidilite
		Araldite (Huntsman Advanced Materials
		Toyo Ferrous Crete (P) Ltd
		Sumany Ezy Grout
		MYK Laticrete

		Maper
		Unistone Ultimate Tile Adhesive
26	TILE JOINT FILLER	Bal Adhesives and Grouts
		"Roff Rainbow Tile mate" of Roff Construction Chemicals Pvt Ltd
		Winsil 20/ malibu-tech
		Silicon Sealant of GE Bayer Silicone
		"Zentrival FM" of MC-Bauchemie (India) Pvt Ltd
		MYK Lalicrete
		Toyo Ferrous Crele (P) Ltd
		Mapei
		Unistone Super Grout
27	POLY SULPHIDE SEALANTS	Pidilite
		STP Limited
		Sika
		CICO
		BASF
		FOSROC
		SWC
28	SILICONE SEALANTS	GE Bayer Silicones
		Dow Corning
		Sika
		McCoy Soudat
29	SILICON WATER REPELLANT SOLUTION	GE Bayer Silicons
		Metroark
		STP Limited
		MC Bauchemnic
		Choksey Chemicals
30	POL YURETHANE SEALANTS	3M
		SIKA
		McCoy Soudal
31	PLYWOOD	Duroply Sharda Ply Wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		Swastik Plyboard Ltd (Swati Plyboard)

		Merino
32	BLOCKBOARD	Duroply-Sharda Ply wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		Merino
33	LAMINATE	Decolam / Decolite (A Bakelite Hylam Product)
		Formica Corporation
		Sundek International Decorative Liminates
		BAKELITE HYLAM LTD
		Greentam Asia Pacific Pvt Ltd
		Merino
		Virgo Lam (M/s Virgo Industries)
34	PRE-LAMINATED PARTICLES BOARD	Novopan (GVK Group)
		Ecoboard
		Action Tesa (Action Buildwell)
		Bhutan Board
38	FLUSH DOORS	Kanchan Ply
		Swastik Plyboard Ltd (Swati Plyboard)
		Kutty's
		Diamond Flush Doors/Star Metal Forms P Ltd
		Raa Veeta
		Alpro Panels
36	COMPACT LAMINATION DOORS	Merino
		Greenlam Asia Pacific Pvt Ltd sturdo rest rooms and cubicals
		Green Ply wood
37	PRESSED STEEL DOOR FRAMES	Agew Steel Manufactures Pvt Ltd
		Sen Harvic Windows Private Limited
		Oaynus
38	FIRE DOORS	Signum Fire Protection (I) Pvt Ltd
		Godrej & Royce

		Manufacturing Company Limited
		Radiant Fire Protection Engineers Pvt Ltd.
		NAVAIR INTERNATIONAL LTD
		Sehgal & Sehgal
		ShaktiMet
39	SANITARYWARE	Hardware
		Cera
		Roca
		Pafrryware
		Euro
		Somany
40	SANITARY & BATH FITTINGS	Mayur/Othello
		Jaquar and Company Pvt Ltd
		Kohler
		Kingsion (Plastocraft Sanitary India Pvt Ltd
		Cauret
		Marc
41	FRAMELESS GLASS PARTITION FIXTURES	Dorma
		Hafele
		Dorset
		Dline
		Insta Hardware
		Hardwya
42	SPIDER FITTINGS/PATCH FITTINGS	Ozone
		Kitch
		Dunex
		Dline
43	ANCHOR FASTENERS	Hilti India
		BOSCH FISCHER
		Canon Fasteners
		Axel
		Boun Group
44	STONE GLADDING CLAMPS	Hilti India Pvt Ltd
		BOSCH FISCHER
		Canon Fasteners
		Boun Group
45	DOOR HARDWARE	Dorma
		Hafele
		Dorset
		Dline
		Hardwyn
		Ozone

		Heffich India Pvt Ltd
46	DRAINAGE PIPES	Tirupati Plastomatics
		Duraline
		Rex
47	DUCTILE IRON PIPES	Electro steel
		Jindal (Hissar)
48	CAST IRON (A) S/S PIPES & FITTINGS (IS:1536) Kesoram	Kesoram
		KDPL
		NECCO
		HEPCO
49	GI & MS PIPES (IS: 1239 PART I & II, IS: 3889)	Jindal (Hissar)
		Surya
		Swastik Plyboard Ltd (Swati Plyboard)
		Prakash
50	GI FITTING MALLEABLE (IS: 1879 PART 1 TO X)	Zoloto
		Unik
		"R"
		KS
		DRP
51	UPVC PIPES & FITTINGS (IS: 4985-1981)	Finolex
		Supreme
		Prince
		Polypack
		Jindal Plast (India)
52	CPVC PIPES & FITTINGS	Flowguard – Astral
		Ajay
		Ashirwad
53	STONEWARE PIPES 7 GULLY TRAPS (IS:651)	Perfect
		Anand
		R.K.
		Priya
54	RCC DSPIPES (IS:458)	Pragati
		Jain Spun
		Daya Spun
		Usha
55	COPPER PIPES & FITTINGS	Mehta Tubes
		Rajoo
		Maxflow
56	HOPE PIPES & FITTINGS	Gebreti
		Reliance (hasti)
		Nosif
57	STAINLESS	Remi

	STEEL PIPES	Jyooti Apex
		Kamdhenu
58	PPR PIPES & FITTINGS	Supreme
		Prince
		Uro-Allwin
59	POLYBUSYLENE (PB) PIPES & FITTINGS	Georg Fischer
		Flexalen
60	MODIFIED BITTUMINOUS MEMBRANE ROOF WATERPROOFING	Multiplas Standard of Integrated Waterproofing Membrance Limited / SUPER THERMOLAY/POLYFLEX of STP Limited
		"LOTUS-3" of the Structural Waterproofing Co. Limited
		Sika
		Kemco
		Kryton Buildmat
		MBT
		FOSROC
61	INTEGRAL CRYSTALLINE WATERPROOFING METHOD	Kryton Buildmat
		Penetron
		Mapei
		Vandex International Ltd
62	POWDER COATINGS	Berger
		Nerocoat
		Jenson & Nicholson
		Jatun
		Radiant anodisers Pvt Ltd
63	ALUMINIUM SECTIONS	Hindustan Aluminium
		Jindal Aluminium Ltd
		Bhoruka
		Bharat Aluminium Company Limited/vedanta BALCO
		Hindalco
64	HOLLOW SECTIONS, PIPES	Surya Pipes
		Hi - Tech pipes
		JSW
		JSPL
		Bihar (Bihar Tubes Ltd)
65	M.S. TUBES/ SECTIONS	Tata Metal
		Liyod Metal
		NSL Limited

		Bihar Tube Ltd
		Swastik Pipes Ltd
		JSW ISPAT
		Rana
66	SS WORKS	Dharam Industries (FABRINOX)
		Ozone
		Jindal Stainless (JSL)
67	ROOFTING SHEETS	Roof fit (Fibre Glass Roofing, Metal Roofing, galvalume Sheets)
		Wonder sheets (3 layer - UPVC Wonder Sheets Pro)
		I Loyd Insulations India Limited
68	METAL ROOFS	"TRACDEK" Interarch Building Products Pvt Ltd (Metal Roofing Sheet)
		TATA Bluescope (Metal coated and Pre-painted Sheets " Zincalume" "Colortionedd")
69	POLYCARBON AIC SHEETS	"Lexan" (SABIC Innovative Plastics) Danpalon
70	TENSILE FABRIC	Fenan
		Mehler

Annexure-6 A

FORMAT OF PREFIX

ब्रांड नाम	Brand Logo	Brand Name
दिल्ली मेट्रो		Delhi Metro
स्टेशन नाम		Station Name

Note: Font size of the Station Name shall always be greater than the font size of the Brand Name Pre-fixed and/ or Suffixed to the Station Name.

Annexure-6 B

FORMAT OF SUFFIX

दिल्ली मेट्रो

स्टेशन नाम



Delhi Metro

Station Name

ब्रांड नाम Brand Logo Brand Name

Note: Font size of the Station Name shall always be greater than the font size of the Brand Name Pre-fixed and/ or Suffixed to the Station Name.

Annexure-7

DESIGN CHECKLIST & ASSOCIATED COMPLIANCES

CHECKLIST FOR GENERAL REQUIREMENTS FOR ASSESSMENT OF FEASIBILITY OF PROPOSED PB/PD WORKS AT EXISTING METRO STATIONS, VIADUCT AND BUILDINGS ETC.

Sr. No.	Documents Required	Status (Available/Not Available/Yes/No)	Remarks/ Comments
1	Actual site photographs along with super imposed proposed structure.		
2	Drawings of the proposed structure signed and duly approved by 3 level of Engineers of Detailed Design Consultant (DDC).		
3	A complete Design report signed and duly approved by 3 level of Engineers of Detailed Design Consultant (DDC).		
4	Soft copy of relevant softwares (if any).		
5	Drawings of the proposed structure signed and duly approved by a competent Third party/Proof checker.		
6	Structural Stability certificate issued by a competent Third party/Proof checker.		
7	Relevant As-Built drawings/Measurement of the existing structural member by DDC (of licensee) witnessed by representative of PB/PD Dept.		
8	Geo Technical Investigation report for any proposed structure built on the Ground.		
9	Feasibility report for any proposed structure (if any).		
10	Design life and specifications of chemicals used for anchoring of bolt (if any).		
11	Inspection schedule of the proposed structure and connection.		

ASSOCIATED COMPLIANCES:

- No load shall be transferred on the Non-Load bearing members of DMRC Metro station.
- Bar mapping shall be done before any drilling in the RCC structural member/segment so that the reinforcement of the structure shall not be damaged. The same shall also be witnessed by the DMRC representative.
- The vibration caused due to drilling/fixing of advertisement panel should not affect the integrity of existing structure (e.g. causing vibration, cracks, settlement etc.).
- The entire responsibility of structural efficacy of arrangement of the advertisement panel including all member sizes shall lie with the licensee.

- The licensee shall be solely responsible for the connection arrangement and fixture of their panels with the structural member of the station.
- Method statement of the installation of advertisement panel shall be approved by Engineer-in-Charge before execution.
- Method statement for water proofing measures to be submitted for approval of Engineer-in-Charge.
- Detailed inspection schedule may be submitted for approval of Engineer-in-Charge.
- The actual site photographs with superimposed proposed structure.
- Relevant as-built drawing of existing structure with marked location of proposed structure. The drawing must include both architecture and structure as-built drawings.
- Soft copy of design model i.e. STAAD etc. (if any) along with design documents of proposed structure.
- All the submissions i.e. design & drawings etc. submitted by the designer of licensee/contractor shall be signed by three level of civil/structure engineers and the same shall be proof checked by a competent third party.
- Design life and specifications of chemical used for anchoring of bolt (if any) to be drilled in existing structure shall also be submitted to design cell.
- A stability certificate for proposed structure by the proof checker shall be submitted with the licensee/contractor documents.
- Geotechnical Investigation report for any proposed structure built on the ground.
- Where parapet is resting on cantilever flange of a box girder, any additional load on parapet may adversely affect the stability and adequacy of the structure as the box girder super structure is not designed for those additional loads.

दिल्ली मेट्रो रेल कॉरपोरेशन लिमिटेड
DELHI METRO RAIL CORPORATION LTD.

Conditions of contract on Safety and Health for Property Business (PB) contracts

List of Contents

S.No	Content	Page No.
	PART–I: SAFETY & HEALTH MANAGEMENT	
1.0	General	3
2.0	Safety & Health Targets and Goals	3
3.0	Compliance	4
4.0	ID cards, First day at work & Safety & Health Orientation training	4
5.0	Safety & Health Training	5
6.0	Safety & Health Inspection	6
7.0	Safety & Health Communication	6
8.0	Accident Reporting and Investigation	6
9.0	Emergency Preparedness Plan	8
10.0	Lessee/Licensee Safety & Health organisation	9
	PART-II: SAFETY	
11.0	Housekeeping	9
12.0	Working at Height	10
13.0	Slipping, Tripping, Cutting and Falling Hazards	16
14.0	Lifting Appliances and Gear	16
15.0	Work place Machinery	19
16.0	Machine and General Area Guarding	21
17.0	Manual Lifting and Carrying of Excessive Weight	21
18.0	Work place Electricity	21
19.0	Work on or near live conductors	23
20.0	Hand Tools and Power Tools	24
21.0	Fire Prevention, Protection and Fighting Systems	25
22.0	Corrosive Substances	25
23.0	Work Permit System	25
24.0	Work Adjacent to Live Tracks	26
25.0	Lighting	27
26.0	Welding, Gouging and Cutting	27
27.0	Demolition	28
28.0	Excavation	29
29.0	Personal Protective Equipment's (PPE's)	30
	PART–III: OCCUPATIONAL HEALTH AND WELFARE	
30.0	Physical Fitness of Workmen	32
31.0	Medical Facilities	33
32.0	Welfare Measures for Workers	33
33.0	Noise	33
34.0	Illumination	33
	PART–IV: PENALTY	
35.0	Charges to be recovered from Lessee/Licensee for Unsafe Act or Condition	34
36.0	Stoppage of unsafe activity by Lessee/Licensee	42
	APPENDIXS	
1	Appendix 1: First day at Work	44
2	Appendix 2: ID card format	45
3	Appendix 3: Safety & Health Posters	46
4	Appendix 4: Accident Reporting	47
5	Appendix 5: Scaffold Checklist	48

6	Appendix 6: List of Agencies for Safety PPE's	49
7	Appendix 7: Work Permit Formats	50
8	Appendix 8: Safety Circulars	58
7	Sample Drawing 1: Fall Protection arrangement for Wall Opening	99
8	Sample Drawing 2: Fall Protection arrangement for Edges	100
9	Sample Drawing 3: Fall Protection arrangement for Staircases	101
10	Sample Drawing 4: Essential components of Scaffold Working Platform	102

PART – I: SAFETY AND HEALTH MANAGEMENT

1.0 General

1.1 Scope

This document defines the Safety and Health associated with the Lessee/Licensee and any other agency to be practiced in works at all time. Licensee shall ensure the compliance and monitoring of Safety guideline at their level only and it shall not be liability of DMRC to monitor these guidelines on day to day basis.

1.2 Definition / languages

In this document

i) The use of 'shall' indicates a mandatory requirement.
ii) The use of 'should' indicates a guideline that is strongly recommended.
iii) The use of 'may' indicates a guideline that is to be considered.
iv) BOCWA means Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996
v) BOCWR means Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Central Rules, 1998
vi) DBOCWR means Delhi Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2002
vii) DG means Director General of Ministry of Labour, Govt. of India.
viii) CIIBC means Chief Inspector of Inspection of Building and Other construction works of Govt. of Delhi.

1.3 Application of this document

This document applies to all aspects of the Lessee/Licensee scope of work, including all aspects conducted by sub-Lessee/Licensees/licensees and all other agencies. There shall be no activity associated to the contract, which is exempted from the purview of this document.

1.4 Purpose of this document

The objective of these guidelines is to ensure that adequate precautions are taken to avoid accidents, occupational illness and harmful effects on the environment during work.

2.0 'SHE' Targets and Goals

The SHE targets, goals and aim for the Works are to achieve:

i) Zero total recordable injuries.
ii) Zero reportable environmental incidents
iii) 100% incident recording and reporting
iv) 100% adherence of usage of appropriate PPEs at work.
v) Executing work with least disturbance to the environment, adjoining road users / metro commuters and traffic.

3.0 Compliance

3.1 DMRC's Safety and Health Policy and Management Systems

The works shall be undertaken in accordance with DMRC's Safety and Health Policy and Management Systems as amended from time to time provided in Safety and Health Manual.

3.2 Indian statutory requirements

Lessee/Licensee shall develop thorough understanding about Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, Central Rules 1998, Delhi Govt. Rules 2002, Building and Other construction workers Welfare Cess Act, 1996 and Central Rules, 1998 and Delhi Building Workers' Welfare Board Rules, not only to satisfy the Inspectors' perspective but the use of legislation as the strong tool for effective SHE management at work place / places. Lessee/Licensee is strongly advised to practice the principle of voluntary compliance.

In addition, the works shall be undertaken in accordance with all applicable legislation and Indian statutory requirements listed below but not limiting to:

i) Indian Electricity Act 2003 and Rules 1956
ii) National Building Code, 2016
iii) Factories Act, 1948 and Delhi Factories Rules.
iv) Gas Cylinder Rules, 2003
v) The Public Liability Insurance Act 1991 and Rules 1991
vi) Employees Compensation Act, 1923 along with allied Rules
vii) Minimum Wages Act, 1948 and Rules 1950
viii) Contract Labour Act, 1970 and Rules 1971
ix) Child Labour (Prohibitions & Regulations) Act, 1986 and Rules 1950
x) Environment Protection Act, 1986 and Rules 1986
xi) Air (Prevention and control of Pollution) Act, 1981
xii) Water (Prevention and Control of Pollution) Act, 1974
xiii) The Noise Pollution (Regulation & Control) Rules, 2000
xiv) Notification on Control of Noise from Diesel Generator (DG) sets, 2002
xv) Recycled Plastic Usage Rules, 1998
xvi) Notification, Central Ground Water Board, Act January 1997
xvii) Manufacture, Storage & Import of Hazardous Chemicals Rules, 1989
xviii) The Hazardous Waste (Management & Handling) Rules, 1989
xix) Hazardous Waste Management Rules 1989 (as amended in 1999)
xx) Batteries (Management and Handling) Rules

4.0 ID Card and First day at work, SHE orientation training

Identity card to each staff shall be issued by the Chief Security commissioner office of DMRC on payment of requisite fee for police verification and cost of card. The Lessee/Licensee should submit application for this in the prescribed format clearly providing basic details affixing photographs and finger prints of the concerned staff. In the absence of valid identity card, the staff shall not be permitted to enter into the station premises/work sites.

The Lessee/Licensee shall ensure that all personnel working in the premises receive an induction Safety and Health training explaining the nature of the work, the hazards that may be encountered during the work place work and the particular hazards attached to their own function within the operation.

5.0 Safety and Health Training

5.1 The Lessee/Licensee shall organise quality SHE training to engage staff, Managers, supervisors and other personnel in behavioural change and improve safety performance.

The Lessee/Licensee shall analyse the training requirements for all the employees and initiate a training program to demonstrate that all persons employed, including sub Lessee/Licensee, are suitably qualified, competent and fit. This will include:

i) Detailed Job descriptions for all personnel, to include their specific SHE responsibilities
ii) Specification of qualifications, competency and training requirements for all personnel
iii) Assessment and recording of training needs for all personnel in the workforce, vendor representatives and site visitors
iv) A system for assessing new hirers e.g. previous training
v) A means of confirming that the system is effective
vi) A matrix and schedule of training requirements, covering general, task–specific and SHE-related training, showing the training frequency and interval between refresher courses
vii) Timely, competent delivery of training courses.

5.2 The Lessee/Licensee shall arrange behavioural-based training programmes for all the executives to identify recognise and eliminate unsafe act and unsafe conditions.

If the work is still continuing**,** the refresher-training programme to all employees shall be conducted once in six months.

5.3 If the work is still continuing, Toolbox talk which shall also include information about minimum wages, PF and ESI benefits shall be conducted by site Engineer/Supervisor along with assistance of Safety & Health and Environment personnel to all workmen every day.

5.4 On-the spot practical skill development training on height safety including scaffold safety, crane safety, welding safety, electrical safety, traffic safety for marshals shall also be conducted to all foremen/ workmen who are associated to the concerned jobs.

5.5 All vehicle drivers including Hydra operators shall be trained on defensive driving at Delhi Govt. and Maruti Institute for Driver Training and Research at Wazirabad Road, Adjoining Loni Road Flyover, Delhi-110094. All vehicle drivers shall also undergo refresher training on defensive driving provided by the same institute once in 6 months.

5.6 The clause no. 5.1 to 5.4 shall not be applicable to contracts having annual value less than Rs. 1 Crore for the first year.

5.7 All above provisions shall only be applicable wherein large scale construction/fabrication works or hazardous activities such as working at heights/on track etc. are carried out.

6.0 Safety and Health Inspection

6.1 Routine Inspection

6.1.1 Routine inspections are often referring to the inspection of work site, equipment and temporary structures, performed by site and equipment operators and temporary structure erectors. Inspections that will be classified under this inspection program are:

i) Daily Inspection of plant and equipment by operator
ii) Weekly Inspection of temporary structures including scaffold/trestle by competent scaffolder
iii) Monthly Inspection of electrical equipments, power and portable/handheld tools by competent electrical supervisor
iv) Monthly inspection of lifting gears, tools tackles and appliances.
v) Quarterly Inspection of temporary electrical systems by competent electrical in-charge and of Plant & machines by P&M In-charge.
vi) Wages, PF and ESI related records

Half-yearly inspection of lifting machinery, lifting appliances, equipment and gears by Govt. approved competent person empanelled by DMRC.

6.2 Specific Inspection

6.2.1 Specific inspections are performed on activities without a predetermined date. Competent supervisors usually perform inspections for ensuring an activity whether it is executed in accordance to a general set of rules; or developed procedures. The following are examples that will be commonly performed as required on the construction site:

i) Inspection performed before a heavy lifting operation.
ii) Inspection performed before and after the entry of person into a confined space.
iii) Inspection performed before and after a welding and gas cutting operation.
iv) Inspection of formwork before concreting by formwork erector.

The list mentioned above is not exhaustive. The Lessee/Licensee shall ensure that a competent supervisor inspects all high-risk processes and activities.

6.3 Other Inspection which includes the following:

i) Government Labour Department and other statutory agencies.
ii) DMRC management, Safety and Execution team.

7.0 Safety & Health Communication

The Lessee/Licensee shall take every effort to communicate the Safety and Occupational health management measures through posters campaigns / billboards / banners / glow signs being displayed around the work places as part of the effort to raise safety awareness amongst to the work force. Posters should be in Hindi and English.

The clause no.7 shall not be applicable to advertisement contracts and contracts having first year annual value less than Rs. 1 Crore for the first year. The above provisions shall only be applicable wherein large scale construction/fabrication works or hazardous activities such as working at heights/on track etc. are carried out.

8.0 Accident reporting and investigation

8.1 Reporting to DMRC

All accidents and dangerous occurrences shall immediately be informed verbally to the DMRC. Reports of all accidents (fatal / injury) and dangerous occurrences shall also be sent within 24 hours as per Appendix-4.

No accident / dangerous occurrences are exempted from reporting to DMRC. Any wilful delay in verbal and written reporting to the DMRC shall be penalised as per relevant clause.

8.2 Reporting to Govt. organisations

In addition to the above verbal and written reporting to the DMRC, a notice of any accident to a worker at the building or work place that causes loss of life; or disables a worker from working for a period of 48 hours or more immediately following the accident; shall forthwith be sent by telegram, telephone, fax, email or similar other means including special messenger within 24 hours in case of fatal accidents and 72 hours in case of other accidents, to

i) The Regional Labour Commissioner (central),wherein the Lessee/Licensee has registered the firm/work
ii) The board with which the worker involved was registered as a beneficiary;
iii) Director General and
iv) The next of kin or other relative of the worker involved in the accident.

8.3 Further, notice of accident shall be sent in respect of an accident which causes loss of life; or disables the injured worker from work for more than 10 days to:

i) the officer-in-charge of the nearest police station;
ii) the District Magistrate or, if the District Magistrate by order so desires, to
iii) the Sub-Divisional Magistrate

Employee Compensation Act form EE shall be sent within 7 days and Form XIV of BOCW Act within 24 hours of the accident. In case of an accident causing injury, first-aid shall be administered and the injured worker shall be immediately transferred to a super/multi-speciality hospital for medical treatment.

8.4 Where any accident causing disablement that subsequently results in death, notice in writing of such death, shall be sent to the authorities mentioned above within 24 hrs and not later than 72 hours of such death.

8.5 Reporting of dangerous occurrences:

All classes of dangerous occurrences shall be reported to the Inspector having jurisdiction, whether or not any disablement or death caused to the worker. The same shall also be immediately reported to DMRC.

8.6 Every notice given for fatal accidents or dangerous occurrences shall be followed by a written report to the concerned Authorities under Section 39 of BOCWA and the Director General in the specified Form XIV of BOCWR.

8.7 Actions to be taken post incident/accident:

i) In case any incident/accident happens at site leading to injury to the worker, the worker/s is/are required to be taken to the nearest Super-speciality hospital immediately.
ii) Labour Welfare Officer / authorised person of Lessee/Licensee and responsible official from DMRC needs to report the incident to the labour welfare team of DMRC immediately without fail for all the death cases including natural deaths.

iii) In case of fatal accident, doctor from the nominated hospital is only authorised to declare the death of the worker and not to be decided suo-moto by any other person.

iv) FIR to be registered for all the fatal cases which happens at the site/Labour camp.

v) Post Mortem of the dead body is mandatory in all the death cases i.e. whether it is natural or due to any incident / accident.

vi) Family members of the injured / deceased worker are to be informed immediately.

vii) In case of fatal accident, the dead body is to be handed over to the family members. Arrangement of sending the dead body to native place has to be done and cash payment for meeting out last rites expenses has to be made to the family members of the deceased by the Lessee/Licensee as per rule.

viii) Fatal accident report is to be sent to State Labour Authority in Employee Compensation Act Form EE within seven days and to the Licensing Authority in Form XIV of BOCW Act within 24 hours of the incident/accident.

ix) Workmen's Compensation dues are to be deposited with the Employee's Compensation Commissioner within 30 days of the death or the period of notice served by the Employee's Compensation Commissioner.

x) Copy of all the documents (deposited with any labour authority, FIR, Post Mortem, Medical Reports etc.) and duly approved LWF form are to be submitted with the labour welfare team of the DMRC.

xi) Lessee/Licensee shall be liable to get disbursement on Provident Fund benefits, compensation under Employee Compensation Act, benefits of ESI Act to the workman/ dependents of the deceased workman. The Lessee/Licensee shall also provide accommodation and transportation to dependents of the deceased workman or to the disabled workman who comes for settlement of terminal claims.

xii) Compliance of statutory Reporting to compensation Authorities in case of incidents / accidents involving injuries or loss of life shall be the responsible of Lessee/Licensee.

8.8 Accident Review & Preventive Measures:

After each fatal accident and grievous injury accident report shall be submitted within 24hrs.

8.8.1 Accident investigation

Investigations should be conducted in an open and positive atmosphere that encourages the witnesses to talk freely. The primary objective is to ascertain the facts with a view to prevent future and possibly more serious occurrences

8.8.2 DMRC's independent incident investigation

In case of fatal / dangerous occurrence the DMRC shall also conduct independent investigation. Lessee/Licensee and his staff shall extend necessary co-operation and testify about the accident.

9.0 Emergency preparedness plan

i) The Lessee/Licensee shall prepare an Emergency Response Plan for leased out space. The Emergency Response Plan shall detail the procedures, including detailed communications arrangements, for dealing with all emergencies that could affect the Site. This include where applicable, injury, sickness, evacuation, fire, chemical spillage, severe weather and rescue etc.

ii) Arrangements shall be made for emergency medical treatment and evacuation of the victim in the event of an accident or dangerous incident occurring, the chain of command and the responsible persons of the Lessee/Licensee with their telephone

numbers and addresses for quick communication shall be adequately publicized and conspicuously displayed at the workplace.

iii) Lessee/Licensee shall conduct an onsite emergency mock drill for all his workers and his sub Lessee/Licensee workers. (if any).

iv) Emergency preparedness plan shall be submitted before the beginning of physical work at site.

10.0 Lessee/Licensee's Safety & Health organisation

i) The lessee/licensee shall ensure that all personnel are competent to perform the job assigned to them. In the event that the Lessee/Licensee is unable to demonstrate the competency of any person whose activities can directly impact on the Works' SHE performance, the DMRC shall remove that person from the site without any procedural formalities.

ii) No Safety personnel shall be required or permitted to do any work which is unconnected to, inconsistent with or detrimental to the performance of the Safety duties.

PART – II: SAFETY

11.0 Housekeeping

i) Lessee/Licensee shall understand and accept that proper housekeeping is must at any work place and ensure that a high degree of it is always maintained. Indeed "Cleanliness is indeed next to Godliness"

ii) General, Housekeeping shall be carried out by the Lessee/Licensee and ensured at all times at Work place, Labour Camp, Stores, Offices and toilets/urinals. (if required).

iii) All stairways, passageways and gangways shall be maintained without any blockages or obstructions. All emergency exits passageways, exits fire doors, break-glass alarm points, firefighting equipment, first aid stations, and other emergency stations shall be kept clean, unobstructed and in good working order.

iv) Water logging on work places shall not be allowed.

v) Proper and safe stacking of material needs to be ensured.

vi) All scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).

vii) Some DO's and DONT's for Working Staff

viii) Full height fence, barriers, barricades etc. shall be erected around the site in order to prevent the surrounding area from excavated soil, rubbish etc, which may cause inconvenience to and endanger the public. The barricade especially those exposed to public shall be aesthetically maintained by regular cleaning and painting as directed by the Licensor i.e. DMRC. These shall be maintained in one line and level. Measures shall be adopted to ensure that seepage from site shall not go on road/public area.

ix) No parking of trucks/trolleys, cranes and trailers etc. shall be allowed on roads, which may obstruct the traffic movement.

x) Proper and safe stacking of material are of paramount importance at yards, stores and such locations where material would be unloaded for future use. The storage area shall be well laid out with easy access and material stored / stacked in an orderly and safe manner.

xi) Flammable chemicals / compressed gas cylinders shall be safely stored.

xii) Material shall not be stacked or stored or placed so closed to any edges of a floor or platform which may endanger the safety of the person working in close vicinity of it.

11.1 Do's and don'ts for staff

11.1.1 Do's

i) In case of fire / anything unusual on electric traction equipment or wires, inform the station controller/Manager.
ii) Extinguish fire by suitable fire extinguishers.
iii) Ensure no water jet to be directed at the electrical equipments under any circumstances.
iv) Special care should be taken to carry long pipes, poles or ladders so that it should not come in contact with or within 2 meters of live OHE.
v) Cleaning work other than that of surface (i.e. of beam, pillars etc.) should be done during block period only.
vi) Whenever washing or cleaning using water jets is done, take appropriate approval and site protection measure.
vii) Cases of electric shock arising out of contact with 25 KV A.C traction equipment shall be reported immediately to Traffic Power Control (TPC).
viii) Any loading /unloading of material / goods in the PD/PB areas which affect the public shall be done in non-revenue hours. No empty boxes, packing material should be kept outside the leased PD/PB area.

11.1.2 Don'ts

i) Do not approach within 2 meters of any traction wires or live equipment.
ii) Do not work on or near traction wires or any live equipment unless they are made dead, earthed and shut down notices/ permit to work obtained.
iii) Do not enter any switching station or remote control centre unless specially permitted.
iv) Do not touch a person in contact with live traction wires. Remove body only after power supply is switched off & earthed.
v) Do not touch any traction wire hanging from the mast or fallen on the ground and do not allow anyone else to touch it.
vi) Any work above or near the traction wires electrical panels should be avoided at all times when power block is not availed.
vii) Do not lift or raise your tools towards traction wires.
viii) Do not damage the plinth continuity, connection to Buried Earth Conductor (BEC), Overhead Protection Conductor (OPC) and handrail continuity.
ix) Do not use steel tape or metallic tape or tape with woven metal reinforcement in electrified area.
x) Do not forget to give artificial respiration to the victim as per the prescribed procedure laid down at shock treatment charts.
xi) Metallic telescopic rods are prohibited for use in the DMRC station.
xii) Do not throw garbage in haste. Dispose it properly at designated place.
xiii) Do not dispose dirty water.

12.0 Working at Height

The Lessee/Licensee shall ensure that work at height is

i) properly planned for any emergencies and rescue
ii) appropriately supervised; and
iii) carried out in a manner, which is reasonably practicable safe.
iv) Where work is carried out at height more than 2 meters, the Lessee/Licensee shall take suitable and sufficient measures as given below to prevent, so far as is reasonably practicable, any person falling a distance liable to cause personal injury.

12.1 Falling objects

i) The Lessee/Licensee shall, where necessary to prevent injury to any person, take suitable and sufficient steps to prevent, so far as is reasonably practicable, the fall of any material or object.

ii) Every Lessee/Licensee shall take suitable and sufficient steps to prevent any person being struck by any falling material or object which is liable to cause personal injury.

iii) The Lessee/Licensee shall ensure that no material or object is thrown or tipped from height in circumstances where it is liable to cause injury to any person.

iv) Every Lessee/Licensee shall ensure that, every workplace where chances of fall of material or other may exist shall be properly barricaded or provided with suitable safety net as well as fall catch arrestors etc.

12.2 Danger areas

Every Lessee/Licensee shall ensure that

i) where a workplace contains an area in which, owing to the nature of the work, there is a risk of any person at work
   a) falling a distance; or
   b) being struck by a falling object,

   which is liable to cause personal injury, the workplace is so far as is reasonably practicable equipped with devices preventing unauthorised persons from entering such area; and such area is clearly indicated.

12.3 Inspection of work equipment

The Lessee/Licensee shall ensure that, all work equipment used at work place and exposed to conditions causing deterioration shall be inspected regularly and recorded.

Requirements for guardrails, toe-boards, barriers and similar collective means of protection

i) Unless the context otherwise requires, any reference in this section to means of protection is to a guardrail, toe-board, barrier or similar collective means of protection.

ii) Means of protection shall
   a) be of sufficient dimensions, of sufficient strength and rigidity for the purposes for which they are being used, and otherwise suitable;
   b) be so placed, secured and used as to ensure, so far as is reasonably practicable, that they do not become accidentally displaced; and
   c) be so placed as to prevent, so far as is practicable, the fall of any person, or of any material or object, from any place of work.

iii) In relation to work at height involved in construction work
   a) the top guard-rail or other similar means of protection shall be at least 950 millimetres above the edge from which any person is liable to fall;
   b) toe-boards shall be suitable and sufficient to prevent the fall of any person, or any material or object, from any place of work; and
   c) any intermediate guardrail or similar means of protection shall be positioned so that any gap between it and other means of protection does not exceed 470 mm.

iv) Every Lessee/Licensee shall ensure that handrail for protection of wall opening/edges shall be made up of sturdy material and fabricated by pipes or rebars of 32mm dia only. The handrail shall be of sufficient strength to withstand the impact fall load. The handrail shall be made in two layers i.e. mid rail and top rail along with provision of toe guard/board of minimum 150 mm in height from the level from where handrail is erected (Detailed drawing is enclosed as Sample Drawings 1, 2 and 3 for reference and compliance).

v) Any structure or part of a structure which supports means of protection or to which means of protection are attached shall be of sufficient strength and suitable for the purpose of such support or attachment.

12.4 Requirements for all Working Platforms

The Lessee/Licensee shall ensure that whenever necessary proper, safe and adequate to the working requirement, working platforms is provided.

12.4.1 Stability of working platforms

A working platform shall

a) be suitable and of sufficient strength and rigidity for the purpose or purposes for which it is intended to be used or is being used;
b) be so erected and used as to ensure that its components do not become accidentally displaced so as to endanger any person;
c) when altered or modified, be so altered or modified as to ensure that it remains stable; and
d) be dismantled in such a way as to prevent accidental displacement.

12.4.2 Safety on working platforms

A working platform shall

(a) be of sufficient dimensions to permit the safe passage of persons and the safe use of any plant or materials required to be used and to provide a safe working area having regard to the work being carried out there;
(b) possess a suitable surface and, in particular, be so constructed that the surface of the working platform has no gap
  i) through which a person could fall;
  ii) through which any material or object could fall and injure a person; or
  iii) giving rise to other risk of injury to any person, unless measures have been taken to protect persons against such risk; and
(c) be so erected and used, and maintained in such condition, as to prevent, so far as is reasonably practicable
  i) the risk of slipping or tripping; or
  ii) any person being caught between the working platform and any adjacent structure.
(d) be fully decked to avoid any fall of material or person.
(e) be of min. 900 mm in width. Use of single challies/grating as working platform is prohibited. Specific size working Challis/Grating of Drop in type design is recommended. Oversize use as well as tying with binding wire is strictly prohibited.
(f) The platform shall be tied up properly with the structure in such a way that it cannot be displaced in any circumstances by its own.
(g) Collective fall protection in the form of two level of handrail of adequate strength to withstand the impact load shall be ensured.
(h) Proper and safe means of access/egress shall be ensured to these working platforms.

12.4.3 Scaffolding may be assembled, dismantled or significantly altered only under the supervision of a competent person and by persons who have received appropriate and specific training in the operations envisaged which addresses specific risks which the operations may entail and precautions to be taken, and more particularly in

(a) understanding of the plan for the assembly, dismantling or alteration of the scaffolding concerned;
(b) safety during the assembly, dismantling or alteration of the scaffolding concerned;

(c) measures like provision of safety nets, safety harness etc. to prevent the risk of persons, materials or objects falling;
(d) safety measures in the event of changing weather conditions which could adversely affect the safety of the scaffolding concerned;
(e) permissible loadings
(f) Measures to ensures its stability like provision of diagonal/cross bracings, provision of base plate, sole plate, anchoring with wall with maximum gap of 3 metre between two anchoring point in any direction.
(g) ensuring no defects in the scaffold material like bending, damaged etc.
(h) prohibiting use of Re-bars instead of standard locking pins, pins shall be provided at both ends (top & bottom) of the standards while coupling/joining two standards with each other;
(i) ensuring stability of partially dismantled scaffold. The same shall be permitted only after safety of the remaining portion has been ensured;
(j) permitting openings in any working platform especially for allowing access only.
(k) in case of high tower scaffolds, the height of tower scaffold is not more than four times of least base dimension of such scaffold. Such scaffold shall be lashed/anchored to a building or a fixed structure before being used;
(l) construction of Mobile tower scaffold with regard to stability. These shall be used on plain & even surface, and have casters provided with positive locking devices;
(m) prohibiting presence of worker on board scaffold, tools, material when such is being shifted from one place to other;
(n) The underneath area of the erection/ dismantling shall be barricaded or guarded to prevent any unauthorised entry
(o) any other risks which the assembly, dismantling or alteration of the scaffolding may entail (Detailed drawing is enclosed as **Sample Drawings 4** for reference and compliance).

12.4.4 Suspension scaffold shall be provided at each of its suspension point with secondary safety wire rope with automatic locking or similar safety device mounted on each of such rope so that secondary safety rope supports the platform in the event of failure of primary suspension wire ropes;

12.5 Temporary works

a) Work of erection, dismantling of structures or Temporary work or shoring or any other work shall be carried out by trained worker under competent supervision.
b) The completed/erected temporary work shall be inspected by the competent engineer/supervisor for its strength, stability, rigidity and safe for use before taken into use.
c) A site specific checklist to be developed including all the above mentioned items to ensure effective compliance. Checklist to be signed by competent scaffold supervisor, construction site in charge and site safety manager. A sample checklist is attached as **Appendix 5**.
d) All inspected temporary works, staging, scaffolding etc. shall be appropriately tagged for their safe worthiness or otherwise.

The Lessee/Licensee shall ensure that fall protection measures are provided for safety means of access as well as safe working.

12.5.1 Requirements for collective safeguards for arresting falls

i) Collective safeguard are safety net, airbag or other collective safeguard for arresting falls

ii) A safeguard shall always be used if

(a) a risk assessment has demonstrated that the work activity can so far as is reasonably practicable be performed safely while using it and without affecting its effectiveness;

(b) the use of other, safer work equipment is not reasonably practicable; and

(c) a sufficient number of available persons have received adequate training specific to the safeguard, including rescue procedures.

iii) A safeguard shall be suitable and of sufficient strength to arrest safely the fall of any person who is liable to fall. To ensure this, thorough inspection of the arrangement installed shall be carried out by competent site personnel along with safety representative. Inspection procedure for the same is to be developed and submitted to DMRC for approval.

iv) Suitable and sufficient steps shall be taken to ensure, so far as practicable, that in the event of a fall by any person the safeguard does not itself cause injury to that person.

12.5.2 Requirements for personal fall protection systems

i) A personal fall protection system shall be used only if

(a) a risk assessment has demonstrated that

a) the work can so far as is reasonably practicable be performed safely while using that system; and

b) the use of other safer work equipment is not reasonably practicable; and

(b) The user and a sufficient number of available persons have received adequate training specific to the operations envisaged, including rescue procedures.

ii) A personal fall protection system designed for use with an anchor shall be securely attached to at least one anchor, and each anchor and the means of attachment thereto shall be suitable and of sufficient strength and stability for the purpose of supporting any foreseeable loading.

iii) Suitable and sufficient steps shall be taken to prevent any person falling or slipping by provisioning of personal fall protection system. In case due to site constraint, workers are exposed to working near open edges, a retractable fall arrestor device shall be mandatorily used at the work location. All workers to be provided with personalised safety harnesses and trained and supervised to ensure it's anchoring with the fall arrestor system at all time during working.

12.6 Requirements for Ladders

The Lessee/Licensee shall ensure that a ladder is used for work at height only if a risk assessment has demonstrated that the use of more suitable work equipment is not justified because of the low risk.

i) Only metal ladders shall be allowed. Bamboo ladders are prohibited.

ii) Any surface upon which a ladder rests shall be stable, firm, of sufficient strength and of suitable composition safely to support the ladder so that its rungs or steps remain horizontal, and any loading intended to be placed on it.A ladder shall be so positioned as to ensure its stability during use. Base to height ratio of 1:4 to be maintained.

iii) A portable ladder shall be prevented from slipping during use by -

a) securing the stiles at or near their upper or lower ends;

b) an effective anti-slip or other effective stability device; or

c) any other arrangement of equivalent effectiveness.

iv) A ladder used for access shall be long enough to protrude sufficiently above the place of landing to which it provides access, unless other measures have been taken to ensure a firm handhold.

v) No interlocking or extension ladder shall be used unless its sections are prevented from moving relative to each other while in use.

vi) A mobile ladder shall be prevented from moving before it is stepped on.

vii) Where a ladder or run of ladders raises a vertical distance of 9 metres or more above its base, there shall, where reasonably practicable, be provided at suitable intervals sufficient safe landing areas or rest platforms.

viii) A suspended ladder shall be attached in a secure manner and so that, with the exception of a flexible ladder, it cannot be displaced and swinging is prevented.

ix) Every ladder shall be used in such a way that

a) a secure handhold and secure support are always available to the user; and

b) the user can maintain a safe handhold when carrying a load unless, in the case of a step ladder, the maintenance of a handhold is not practicable when a load is carried, and a risk assessment has demonstrated that the use of a stepladder is justified because of

(i) the low risk; and

(ii) the short duration of use.

12.7 Fragile surfaces

The Lessee/Licensee shall ensure that no person at work passes across or near, or working on, from or near, a fragile surface where it is reasonably practicable to carry out work safely and under appropriate ergonomic conditions without his doing so.

Where it is not reasonably practicable to carry out work safely and under appropriate ergonomic conditions without passing across or near, or working on, from or near, a fragile surface, every Lessee/Licensee shall,

(a) ensure, so far as is reasonably practicable, that suitable and sufficient working platforms, coverings, guard rails or similar means of support or protection are provided and used so that any foreseeable loading is supported by such supports or borne by such protection;

(b) Where a risk of a person at work falling remains despite the measures taken under the preceding provisions of this regulation, take suitable and sufficient measures to minimise the distances and consequences of his fall.

Where any person at work may pass across or near, or work on, from or near, a fragile surface, the Lessee/Licensee shall ensure that

(a) prominent warning notices are so far as is reasonably practicable affixed at the approach to the place where the fragile surface is situated; or

(b) where that is not reasonably practicable, such persons are made aware of it by other means.

12.8 Mobile Elevated Working Platforms (MEWP)

12.8.1 The Lessee/Licensee shall ensure that Mobile Elevated Working Platform (MEWPs) which includes provision of Sky Lifts/Scissor Lifts shall be used as means of access/egress wherein there is impossible to use safe & sturdy means of access/working platform in the form of stair tower/scaffold.

12.8.2 Truck Mounted Mobile Elevated Working Platforms (MEWP) are prohibited to be used on undulated construction sites, but can be used on levelled surface. Rough Terrain

types Mobile Elevated Working Platforms (MEWP) are to be used on undulated construction sites, but not suitable for long marching on levelled surface.

12.8.3 The use of Mobile Elevated Working Platforms shall only be conducted in presence of competent supervision.

12.8.4 All Safety measures as advised by OEM shall be strictly followed while use of such MEWP's.

12.9 Overhead protection

i) All Lessee/Licensees shall provide overhead protections as per Rule 41 of BOCWR Overhead protection should be erected along the periphery of every building and other structures which is under construction and where the risk of falling objects from height exists during construction activity. Similar arrangement shall also be made during erection of OHE mast and signage's poles on public road.

ii) Overhead protection shall be minimum 2m wide and the outer edge shall be 150mm higher than the inner edge and an angle not more than 20^0 to its horizontal sloping into the building.

iii) Areas of inadvertent hazard of falling of material shall be guarded or barricaded or roped-off thereby by the Lessee/Licensee.

13.0 Slipping, Tripping, Cutting and Falling Hazards

i) All places should be free from dust, debris or similar materials. Sharp projections or any protruding nails or similar objects shall be suitably guarded or shall even be avoided to make the place safe to work.

ii) Open side or opening where worker, equipment, vehicle or lifting appliance may fall at a building or outside shall be guarded suitably except in places of free access by reasons of nature of work.

iii) Suitable safety net shall be provided at places of material / man falling is possible in accordance with national standards.

14.0 Lifting Appliances and Gear

i) The Lessee/Licensee shall ensure that a valid certificate of fitness is available for all lifting appliances, if used.

ii) The laminated photocopies of fitness certificate issued by competent person, the operators' photo, manufacturer's load chart and competency certificate shall always be either kept in the operator cabin or pasted on the visible surface of the lifting appliances.

iii) All lifting appliances and loose gears shall be clearly marked for its safe working load and identification by stamping or other suitable means.

14.1 Test and periodical examination of lifting appliances and gears

i) All lifting appliances including all parts and gears thereof, whether fixed or movable shall be thoroughly tested and examined by a competent person once at least in every six months or after it has undergone any alterations or repairs liable to affect its strength or stability.

ii) All alarms and signals like Automatic Safe Load Indicators (ASLI), boom angle indicators, boom extension indicators, over lift boom alarm, swing alarm, hydraulic safety valves, mechanical radius indicators, load moment indicators etc. shall be periodically examined and maintained always in working condition

14.2 Automatic Safe Load Indicators (ASLI)

As stipulated in Rule 57 of DBOCW Rules, every lifting appliances and gears like cranes, hydras etc, if so constructed that the safe working load may be varied by raising or lowering of the jib or otherwise shall be attached with an automatic indicator of safe working loads approved by Bureau of Indian standards/ International certifying bodies which gives a warning to the operator and arrests further movements of the lifting parts.

14.3 Mandatory rigging requirements

i) Rigging shall be done under experienced and qualified rigger only.

ii) The primary requirement in rigging shall be to assess the weight of load before attempting any lift.

iii) All hooks shall be fitted with Master Rings having certificate of fitness from the competent person, so that the hooks are subjected to balanced vertical loading only.

iv) Only four legged slings shall be allowed which includes master link (ring), intermediate master link (ring) if necessary, chain / wire rope sling, sling hook or other terminal fitting.

v) Hand spliced slings up to 32mm diameter shall not be used at site for any lifting purpose.

vi) No load shall be slewed over public areas without stopping the pedestrians and road traffic first.

vii) Requirements of outriggers

a) All outriggers shall be fully extended and at all tyres are clear of the ground

b) Heavy duty blocking having large bearing area shall be necessary to prevent sinking of floats

viii) All loads shall have tag-lines attached in order to ensure that the load can be controlled at all times.

ix) No close working to any live overhead power line is permitted without the operation of a strict Permit to Work.

x) Minimum lighting is to be ensured at all lifting operations.

14.4 Pick & Carry Operation

14.4.1 Prohibition on Use of "Tractor transmission type Pick and Carry Hydra Crane":

Tractor transmission type Pick and Carry-1st Generation model is prohibited at DMRC works. Lessee/Licensee shall mobilize "Truck transmission type" Pick and Carry (Hydra) Crane – minimum 2nd Generation model only.

14.4.2 Pick & Cary cranes shall not be used for any lowering operation below the ground level.

14.5 Moveable Lifting appliances

All moveable tower cranes shall be checked and certified for their safe worthiness by the plant and machinery in charge of the Lessee/Licensee after its installation. All original equipment manufacturers (OEM) recommendation for installation and use shall be strictly complied.

14.6 Winches

Every Lessee/Licensee shall ensure that:

i) winches are not used if control levers operate with excessive friction or play.

ii) adequate protection is provided to winch operator against abnormal weather.

iii) control levers are secured in the neutral position and winches shall be power shut-off whenever winches are left unattended.

iv) No worker is authorised to transfer, alter or adjust electric control circuits except electrician along with winch operator.

v) apart from mechanical brakes, winches shall also have the provision of OEM fitted Electrically operated braking system.

vi) Anchoring and stability of the winches shall be ensured and certified by P&M team.

vii) Standard counter weight as per OEM recommendation shall be used.

14.7 Operation of Lifting Appliances

The Lessee/Licensee shall ensure that:

i) the complete lifting operation shall be governed by signals as per established standards.

ii) Adequate measures to be taken to ensure that no worker is allowed to stand or pass under the load.

iii) No lifting appliances shall be left by the operator while power is on or load is suspended.

iv) After completion of the lifting operation, all doors of the appliances shall be closed by the operator and ignition/operation key should be handed over to competent reliever operator or site In-charge.

v) No person shall be allowed to rides or sit on a suspended load.

vi) Every receptacle/material bucket used for hoisting bricks, tiles, or other material shall be enclosed from all side including bottom completely to prevent fall of any material. No wheel barrow shall be used to lift or lower the material. Such receptacle or bucket shall not be overloaded or the material shall not cross the top level of the bucket.

vii) No material shall be raised or lowered or slewed which can leads to sudden jerks to appliances.

viii) No load shall be slewed over public areas without stopping the pedestrians and road traffic first. Measures shall be adopted to divert the traffic during lifting/lowering operation requiring long duration traffic stoppage..

ix) All loads are provided with minimum two tag lines to ensure that the load can be controlled at all times.

x) No close working to any live overhead power line is permitted without system of a 'Permit to Work' and prior permission of the DMRC shall be obtained before performing such operation.

xi) During shifting of material near open edges, signalman and other workers shall not be allowed to lean out for communicating with ground staff unless they are provided with full body safety harness duly anchored with sturdy points.

xii) Danger zone shall be identified and cordoned off for all lifting appliances during their operation.

xiii) Appropriate measures shall be adopted to prevent foot of the derrick to lift out of its socket or support.

xiv) All guy ropes of the derrick shall be adequately anchored to rigid points and should in tension with the use of turn buckle without any sagging.

xv) A register shall be maintained for fitness of the derrick which shall include all elements like derrick setup, anchoring, lifting tools & tackles, means of access and should be filled & signed after every shifting of the derrick.

xvi) All lifting appliances, gears, tools & tackles shall be maintained in good condition at all times to avoid any damage to them. Slings shall be discarded once they get any sign of deterioration beyond permissible limit defined by OEM and authenticated by Plant & Machinery In-charge.

xvii) All lifting gears & slings shall be stamped or appropriate tags for their identification no & SWL.

xviii) Knotting/wrapping of chains & slings shall not be allowed at site.

xix) No person shall be allowed to be raised, lowered or carried by lifting appliances except on man hoist/elevator or on suspended platform or elevated working platforms. Prior permission of DMRC shall be obtained before permit to use.

xx) Lifting appliances shall not be used for any dragging or pulling purposes. Contract shall refer to 75% capacity load chart for ascertaining the suitability of crane for safe lifting of load.

xxi) During tandem lift, available capacity of crane in respect of SWL shall be considered after reduction of 15% for 75% (DIN) load chart respectively. In addition, additional derating as advised by third party testing and certified agency shall also apply

xxii) During hoisting of long material, use of suitable lifting beam is recommended.

xxiii) Lifting operation for handling load above one ton shall not be allowed without approval of lift plan/study and permit to work. The lift plan/study as well as checklist & work permit shall be signed by the nominated lifting engineer before performing any lifting operation.

xxiv) No person shall be allowed to rig or de-rig at height unless safe means of access is provided.

xxv) Only original equipment manufacturer (OEM) supplied/provided load chart shall be used during lifting operation.

xxvi) Before performing any lifting operation, all electronic devices, control levers, hydraulic oil, wind pressure etc. shall be checked and necessary spare parts to be kept in stock to handle any breakdown during time bound lifting operation.

xxvii) All underground utilities shall be identified and necessary measures shall be adopted before set up of cranes for lifting.

xxviii) Loose as well as long material shall be adequately tied up with each other before lifting.

xxix) All equipments including Electrical panels, Hoist if gantries etc shall only be lifted with the help of all lifting point/eye bolts as provided & recommended by the original equipment manufacturer. Safe slinging shall be ensured.

xxx) Lifting and lowering of the plant & machines like transit mixer, excavator, tractor etc shall be done as per recommendation from the Original Equipment Manufacturer.

xxxi) Certification from designer for the stability and load bearing of “A” frame used for lifting of the escalators shall be obtained before its use.

xxxii) All lifting activities shall be stopped in case of high speed wind and similar adverse whether condition or as prescribed by the crane manufacturer.

xxxiii) All cranes shall be provided with fail safe devices to avoid any hoist free fall in case of brake failure.

15.0 Work place machinery

Every work place equipment shall be in sound mechanical working condition and certified by either competent person under Factories Act or manufacturers’ warranty.

All Vehicles shall be fitted with audible reverse alarms and maintained in good working condition. Reversing shall be done only when there is adequate rear view visibility or under the directions of a banksman.

15.1 General operating procedures

i) Drivers entering site shall be instructed to follow the safe system of work adopted on site. These shall be verbal instructions or, preferably, written instructions showing the

relevant site rules, the site layout, delivery areas, speed limits, any live overhead electrical cable etc.

ii) No passengers shall be carried, unless specific seating has been provided in accordance with the manufacturer's recommendations.

iii) Working on gradients beyond OEM recommendation shall not be allowed.

iv) To prevent accidental falling of construction vehicle in the excavation, suitable wheel stopper at sufficient distance from the edge of excavation shall be ensured.
The manufacturer's recommended bucket size must not be exceeded in excavators.

v) No construction material, other than soil shall be carried in excavator buckets.

vi) If excavators operating on a gradient which cannot be avoided, it must be ensured that the working cycle is slowed down, that the bucket is not extended too far in the downhill direction, and that travel is undertaken with extreme caution. A large excavator must never be permitted to travel in a confined area, or around people, without a banksman to guide the driver, who should have the excavator attachment close in to the machine, with the bucket just clear of the ground. On wheeled excavators, it is essential that the tyres are in good condition and correctly inflated. If stabilizing devices are fitted, they should be employed when the machine is excavating.

vii) When the front shovel of the 180^0 backhoe loaders is being employed, the backhoe attachment shall be in its "travel" position, with the safety locking device in place.

viii) When operating the backhoe in poor ground conditions, the stabilisers tend to sink into the surface of the ground, reducing stability. Therefore frequent checks shall be made for the stability of the machine. The loading shovel should always be lowered to the ground to stabilise the machine when the backhoe is employed.

ix) The netting operation of the skip wagons should be carried out prior to lifting the skip to reduce the risks of working on the rear platform

x) If a tractor dozer is employed on clearing scrub or felling trees, it shall be provided with adequate driver protection.

xi) When two or more scrapers are working on the same job, a minimum distance of at least 25m shall be kept between them.

xii) In case of hydraulic breakers, hydraulic rams and hoses shall be in good working condition

xiii) Every Lessee/Licensee shall ensure that Competency certificate for driver/operators shall be issued by their Plant and Machinery In-charge. The certificate shall be pasted on the machine body in such a way that drivers/operator vision is not hindered.

xiv) Checklist shall be prepared for all construction machinery and be filled on daily basis by the operator and be counter signed by plant & machinery person.

xv) All machines shall be fitted with head lights, tail lights, side indicators etc and maintained in good working condition.

xvi) Machines and Vehicles shall not be loaded beyond their safe carrying capacity/overloaded. Safe capacity shall also be marked on such machines and vehicles.

xvii) No unauthorised person shall drive/operate the machines except designated driver/operator. All doors of the machines shall be closed by the driver/operator and ignition key should be hand over to the Site In-charge in-case of leaving the machine or site.

xviii) All machines and Vehicles shall be parked at levelled surfaces. However in case of inescapable parking on slope, appropriate wheel stoppers shall be provided at all four wheels location.

xix) Two wheel trolleys are prohibited at construction sites. Only four wheel trolleys shall be mobilised.

xx) Vehicle shall not move unless driver has satisfied himself that no one is beneath the vehicle and vehicle can move forward or backward without causing any harm to other worker.

xxi) Tailing units for trailers used for girder shifting shall have proper sitting arrangement for operator and his helper on the other side.

xxii) All tractors shall have roll over protection arrangement (ROP).

xxiii) Provision of Helper is mandatory for each construction appliances and vehicles during their movement inside and outside of site.

All material shifting Trolleys shall have braking arrangements properly designed and incorporated as mentioned in OEM manual. Each trolley shall have serial number, marked and got approved from DMRC engineer before loading/lowering.

16.0 Machine and General Area Guarding

The Lessee/Licensee shall ensure at the work place all dangerous and moving parts of machines are securely fenced. The fencing of dangerous part of machinery is not removed while such machinery is in motion or in use.

17.0 Manual lifting and carrying of excessive weight

The Lessee/Licensee shall ensure at his work place no staff, lifts by hand or carries overhead or over his back or shoulders any material, article, tool or appliances exceeding in weight as said below, unless aided by another staff or device.

Person	**Maximum weight in kg.**
Adult man	55
Adult woman	30

18.0 Work place Electricity

i) The Lessee/Licensee shall ensure safe usage practices of power supply as well as safe electrical equipments fitted with protection devices.

ii) Cables shall be selected after full consideration of the condition to which they shall be exposed and the duties for which they are required.

iii) The Lessee/Licensee shall ensure plugs, socket-outlets, and couplers available in the work place as per IS/applicable standard.

iv) Every joint and connection in a system shall be mechanically and electrically suitable for use to prevent danger. Proper cable connectors as per standards shall only be used to connect cables.

v) No loose connections or tapped joints shall be allowed anywhere in the work place, office area, stores and other areas.

vi) The Lessee/Licensee shall take consideration, the requirements of the sub / petty Lessee/Licensee electric power supply and arrive at the capacity of main source of power supply from diesel generators.

vii) As the sub-Lessee/Licensee small capacity generators create more noise and safety hazard, no small capacity diesel generators shall be allowed for whatsoever the type of job to be executed under this agreement.

xiii) The Lessee/Licensee shall also submit electrical single line diagram, schematic diagram and the details of the equipment for all temporary electrical installation and these diagrams together with the temporary electrical equipment shall be submitted to the DMRC for necessary approval. Failure to do so shall invite penalty as per relevant clause.

The Lessee/Licensee shall provide sufficient ELCBs (maintain sensitivity 30 mA) / RCCBs for all the equipments (including Potable equipments), electrical switchboards, distribution panels etc. to prevent electrical shocks to the workers.

18.1 Distribution system:

18.1.1 The Lessee/Licensee shall provide distribution system for control and distribution of electricity from a main AC supply of 50Hz for different appliances of 3 phase 415 volt and single phase 230 volt at site.

18.2 Electrical protection circuits

18.2.1 Precautions shall be taken, either by earthing or by other suitable means, to prevent danger arising when any conductor (other than a circuit conductor) which may reasonably foreseeable become charged as a result of either the use of a system, or a fault in a system, becomes so charged. A conductor shall be regarded as earthed when conductors of sufficient strength and current-carrying capability to discharge electrical energy to earth connect it to the general mass of earth. If a circuit conductor is connected to earth or to any other reference point, nothing which might reasonably be expected to give rise to danger by breaking the electrical continuity or introducing high impedance shall be placed in that conductor unless suitable precautions are taken to prevent that danger.

18.2.2 Rating of fuses and circuit breakers used for the protection of circuits should be coordinate with equipment power ratings.

18.3 Cables:

18.3.1 Cables shall be selected after full consideration of the condition to which they shall be exposed and the duties for which they are required. Supply cable up to 3.3 kV shall be in accordance with BS 6346.

18.3.2 For supplies to mobile or transportable equipment where operating of the equipment subjects the cable to flexing, the cable shall conform to any of these codes BS 6007 / BS 6500 / BS 7375.

18.3.3 Flexible cords with a conductor cross sectional area smaller than 1.5 mm^2 shall not be used and insulated flexible cable shall conform to BS 6500 and BS 7375.

18.3.4 Where low voltage cables are to be used, reference shall be made to BS 7375. The following standards shall also be referred to particularly for underground cables BS 6346 and BS 6708

18.3.5 Cables buried directly in the ground shall be of a type incorporating armour or metal sheath or both. Such cables shall be marked by cable covers or a suitable marking tape and be buried at a sufficient depth to avoid their being damaged by any disturbance of the ground. Cable routes shall be marked on the plans kept in the site electrical register.

18.3.6 Cabling passing under the walk way and across way for transport and mobile equipment shall be laid in ducts at a minimum depth of 0.6 meters.

18.3.7 Cables that need to cross open areas, or where span of 3m or more are involved, a catenary wire on poles or other supports shall be provided for convenient means of suspension. Minimum height shall be 6 m above ground.

18.3.8 Cables carrying a voltage to earth in excess of 65V other than supply for welding process shall have metal armour or sheath, which has been effectively earthed and monitored by the Lessee/Licensee. In case of flexible and trailing cables such earthed metal sheath and/or armour should be in addition to the earth core in the cable and shall not be used as the protective conductor.

18.3.9 Armoured cables having an over-sheath of polyvinyl chloride (PVC) or an oil resisting and flame retardant compound shall be used whenever there is a risk of mechanical damage occurring.

18.3.10 Electrical cable of Five Core shall be used in all three phase equipments.

18.4 Plugs, socket-outlets and couplers:

18.4.1 The Lessee/Licensee shall ensure plugs, socket-outlets, and couplers available in the construction site as “splash proof” type. The minimum degree of Ingress Protection should be of IP44 and IP 65 (in tunnels and in continuous exposure water areas) in accordance with BS EN 60529.

18.4.2 Only plugs and fittings of the weatherproof type shall be used and they should be colour coded in accordance with the internationally recognised standards for example as detailed as follows:

(a) 110 volts : Yellow.
(b) 240 volts : Blue.
(c) 415 volts : Red.

18.5 Connections

18.5.1 Every joint and connection in a system shall be mechanically and electrically suitable for use to prevent danger. Proper cable connectors as per national/international standards shall only be used to connect cables.

18.5.2 No loose connections or tapped joints shall be allowed anywhere in the work site, office area, stores and other areas. Penalty as per relevant clause shall be put in case of observation of any tapped joints.

19.0 Work on or near live conductors

i) For working near OHE & other Electrical installation, power block is to be taken for which the rules/measures provided in the Safety Circular – 2 (As per Appendix 8)of O&M wing shall be followed.

ii) No person shall be engaged in any work activity on or so near any live conductor (other than one suitably covered with insulating material so as to prevent danger) that danger may arise unless-

a) Suitable precautions (including where necessary the provision of suitable protective equipment) are taken to prevent injury.

19.1 Inspection and Maintenance

All electrical equipment should be permanently numbered and a record kept of the date of issue, date of last inspection and recommended inspection period.

20.0 Hand Tools and Power Tools

i) The Lessee/Licensee is wholly responsible for the safe condition of plant and equipment used by his employees and that of his sub- Lessee/Licensee.

ii) Use of short / damaged hand tools shall be avoided and the Lessee/Licensee shall ensure all his hand tools used at his work place are safe to work with or stored and shall also train his employees (including his sub- Lessee/Licensee) for proper use thereby.

iii) All hand tools and power tools shall be duly inspected before use for safe operation.

iv) The Lessee/Licensee shall ensure that power tools (electric) are properly grounded or / and double insulated.

v) RCCBs shall be used with all portable electric tool operated especially outdoors or in wet condition.

vi) Before making any adjustments or changing attachments, his workers shall disconnect the tool from the power source.

vii) When operating in confined spaces or for prolonged periods, hearing protection shall be required. The same shall also apply to working with equipments, which gives out more noise as mentioned in this contract document.

viii) Tool is held firmly and the material is properly secured before turning on the tool.

ix) All drills shall have suitable attachments respective of the operations and powerful for ease of operation.

x) When any work / operation need to be performed repeatedly or continuously, tools specifically designed for that work shall be used. The same is applicable to detachable tool bit also.

xi) Size of the drill shall be determined by the maximum opening of the chuck in case of drill bit.

xii) Attachments such as speed reducing screwdrivers and buffers shall be provided to prevent fatigue and undue muscle strain to his workers.

xiii) Stock should be clamped or otherwise secured firmly to prevent it from moving.

xiv) Workers shall never stand on the top of the ladder to drill holes in walls / ceilings, which can be hazardous, instead standing on the fourth or fifth rung shall be recommended.

xv) Electric panels and DGs shall not be operated with loose clothing or long scarf or open jacket.

xvi) Safety guards used on right angle head or vertical portable grinders must cover a minimum of 180^0 of the wheel and the spindle / wheel specifications shall be checked.

xvii) All power tools / hand tools shall have guards at their nip points.

xviii) Low profile safety chain shall be used in case of wood working machines and the saw shall run at high rpm when cutting and also correct chain tension shall be ensured to avoid “kickback”.

xix) Leather aprons and gloves shall be used as an additional personal protection auxiliary to withstand kickback.

xx) Push sticks shall be provided and properly used to hold the job down on the table while the heels move the stock forward and thus preventing kickbacks.

xxi) Air pressure is set at a suitable level for air actuated tool or equipment being used. Before changing or adjusting pneumatic tools, air pressure shall be turned off.

20.1 All hand tools shall be securely tie up or kept in such a way that fall of any tools shall not occurred especially while working at height.

21.0 Fire prevention, protection and fighting system

i) The Lessee/Licensee shall ensure that storage area is provided with fire extinguishing equipment sufficient to extinguish any small fire at work place.

ii) Recharging of fire extinguishers and their proper maintenance should be ensured and as a minimum should meet Indian National Standards

iii) Combustible scrap and other work place debris should be disposed of on a regular basis.

22.0 Corrosive substances

Corrosive substances including alkalis and acids shall be stored and used by a person dealing with such substances at a building / work place in a manner that it does not endanger the worker and suitable PPE shall be provided by the Lessee/Licensee to the worker during such handling and work. In case of spillage of such substances on worker, the Lessee/Licensee shall take immediate remedial measures.

23.0 Work Permit system

23.1 The Lessee/Licensee shall develop a Work Permit system, which is a formal written system used to control certain types of work that are potentially hazardous.

A permit (Sample Formats are attached in Appendix:7) is needed if normal safeguards are dropped or when new hazards are introduced by the work examples of high-risk activities include but are not limited to:

a) Entry into confined spaces

b) Lifting/Lowering activity

c) Work in close proximity to overhead power lines and telecommunication cables.

d) Work with electrical equipment and operations closer to live power line

e) Working on track & operation rooms

i) Hot work

ii) To dig—where underground services may be located.

23.2 A Work Permit authorisation form shall be completed with the maximum duration period not exceeding one shift.

23.3 A copy of each Permit to Work shall be displayed, during its validity, in a conspicuous location in close proximity to the actual works location to which it applies.

23.4 All hot work above the material like escalator etc. shall be performed with Hot Work Permit. The whole activity shall be performed under the supervision of the Lessee/Licensee and DMRC.

Fire Retardant covers is mandatory for all hot works above the materials like escalator etc.

23.5 Work permit shall be issued by the Station Manager/In-charge or by qualified & competent person as nominated by the station manager/in-charge. Permit shall be cancelled after the completion of the work activity or 12 hrs whichever is earlier. If any activity requires more than 12 hrs to complete, fresh permit shall be issued/signed.

23.6 Lifting permit shall only be signed by the nominated lifting engineer.

24.0 Work to adjacent track

Whenever work is to be conducted in close proximity to the live track then the following measures shall need to be addressed:

a) The rules/measures provided in the Safety Circular – 2 (As per Appendix 8) of O&M manual shall be followed.
b) No persons are allowed to work onto the track unless specific authority has been given by DMRC. Adequate protection in accordance with the O&M requirements shall be followed.
c) All persons shall wear high visibility clothing at all times.
d) Any induction training requirements of the Track shall be strictly observed.

24.1 Traffic Management

24.1.1 The basic objective of the following guidelines is to lay down procedures to be adopted by Lessee/Licensee to ensure the safe and efficient movement of traffic and also to ensure the safety of workmen at sites.

24.1.2 All workers should be provided with high visibility jackets with reflective tapes. The conspicuity of workmen at all times shall be increased so as to protect from speeding vehicular traffic.

24.1.3 The guiding principles to be adopted for safety in working zone are to

i) Warn the road user clearly and sufficiently in advance.
ii) Provide safe and clearly marked lanes for guiding road users.
iii) Provide safe and clearly marked buffer and work zones
iv) Provide adequate measures that control driver behaviour through construction zones.

24.2 Legal permission

24.2.1 In all cases, the Lessee/Licensee shall employ proper precautions. Wherever operations undertaken are likely to interfere with public traffic, specific traffic management plans shall be drawn up and implemented by the Lessee/Licensee in consultation with the approval of local police authorities and/or the concerned metropolitan/civil authorities as the case may be.

24.2.2 Such traffic management plans shall include provision for traffic diversion and selection of alternative routes for transport of equipment. If necessary, the

Lessee/Licensee shall carry out road widening before commencement of works to accommodate the extra load.

24.2.3 The primary traffic control devices used in work zones shall include signs, delineators, barricades, cones, pylons, pavement markings and flashing lights.

24.3 Barricades

24.3.1 Full height fence, barriers, barricades etc. shall be erected around the site in order to prevent the working area from the risk of accidents due to speedy vehicular movement. Same the way barricades protect the road users from the danger due to construction equipment and other temporary structures. Verticality of the barricades shall be ensured at all time.

24.3.2 The structure dimension of the barricade, material and composition (metal as well as reinforcement fibre plastic), its colour scheme, DMRC logo and other details shall be in accordance with specifications laid down in tender document/ approved by DMRC.

24.3.3 All barricades shall be erected as per the design requirements of the DMRC, numbered, painted and maintained in good condition and also Barricade in-charge maintains a barricade register in site.

24.3.4 All barricades shall be conspicuously seen in the dark/night time by the road users so that no vehicle hits the barricade. Conspicuity shall be ensured by affixing retro reflective stripes of required size and shape at appropriate angle at the bottom and middle portion of the barricade at a minimum gap of 1000mm. In addition, minimum one red light blinker or rope light should be placed at the top of each barricade.

24.4 Cleaning of roads

24.4.1 The Lessee/Licensee shall ensure the cleanliness of roads and footpaths during construction by deploying proper manpower for the same. The Lessee/Licensee shall have to ensure proper brooming, cleaning washing of roads and footpaths on all the time throughout the entire stretch during the construction period.

25.0 Lighting

The Lessee/Licensee shall provide sufficient site lighting, of the right type and at the right place for it to be properly effective. Lighting ought not to introduce the risk of electric shock. Therefore, 230V supplies should be used for those fittings, which are robustly installed, and well out of reach e.g. flood lighting or high-pressure discharge lamps.

26.0 Welding, Gouging and Cutting [For similar works outside/ new space licensee shall follow specified guides under safety circular -3 (As per Appendix 8)of DMRC]

i) Gas cylinders in use shall be kept upright on a custom-built stand or trolley fitted with a bracket to accommodate the hoses and equipment or otherwise secured. The metal cap shall be kept in place to protect the valve when the cylinder is not connected for use.

ii) Hose clamp or clip shall be used to connect hoses firmly in both sides of cylinders and torches.

iii) All gas cylinders shall be fixed with pressure regulator and dial gauges

iv) Non-return valve and Flashback arrester shall be fixed at both end of cylinder and torch.
v) Domestic LPG cylinders shall not be used for Gas welding and Cutting purpose.
vi) DCP or CO2 type Fire Extinguisher not less than 5 kg shall be fixed at or near to welding process zone in an easily accessible location.
vii) Use firewatchers if there is a possibility of ignition unobserved by the operator (e.g. on the other side of bulkheads).
viii) Oxygen cylinders and flammable gas cylinders shall be stored separately, at least 6.6 meters (20 feet) apart or separated by a fire proof, 1.6 meters (5 feet) high partition. Flammable substances shall not be stored within 50 feet of cylinder storage areas.
ix) Transformer used for electrical arc welding shall be fixed with Ammeter and Voltmeter and also fixed with separate main power switch.
x) Welding grounds and returns should be securely attached to the work by cable lugs, by clamps in the case of stranded conductors, or by bolts for strip conductors. The ground cable will not be attached to equipment or existing installations or apparatus.
xi) Use a low voltage open circuit relay device if welding with alternating current in constricted or damp places.
xii) Take precautions against the risk of increased fume hazards when welding with chrome containing fluxed consumables or high current metal inert gas (MIG) or tungsten inert gas (TIG) processes.
xiii) Avoid being in contact with water or wet floors when welding. Use duckboards or rubber protection.
xiv) All electrical installations shall meet the IS: 5571: 1997 and NFPA 70 for gas cylinder storage area and other hazardous areas.
xv) The current for Electric arc welding shall not exceed 300 A on a hand welding operation.

27.0 Demolition

i) The Lessee/Licensee shall ensure that all demolition works be carried out in a controlled manner under the management of experienced and competent supervision.
ii) All glass or similar materials or articles in exterior openings are removed before commencing any demolition work and all water, steam, electric, gas and other similar supply lines are put-off and such lines so located or capped with substantial coverings so as to protect it from damage and to afford safety to the building workers and public.
iii) No demolishing work be performed if the adjacent structure seems to be unsafe unless and until remedial measures life sheet piling, shoring, bracing or similar means be ensured for safety and stability for adjacent structure from collapsing.
iv) Debris / bricks and other materials or articles shall be removed by means of chutes buckets or hoists through openings through floors or any other safe means
v) No person other than building workers or other persons essential to the operation of demolition work shall be permitted to enter a zone of demolition and the area be provided with substantial barricades.
vi) The concerned department of the Government or local authority be informed and permission obtained wherever required.
vii) All glass or similar materials or articles in exterior openings are removed before commencing any demolition work and all water, steam, electric, gas and other similar supply lines are put-off and such lines so located or capped with substantial coverings so as to protect it from damage and to afford safety to the building workers and public.
viii) Examine the walls of all structures adjacent to the structure to be demolished to determine thickness, method of support to such adjacent structures

ix) No demolishing work be performed if the adjacent structure seems to be unsafe unless and until remedial measures life sheet piling, shoring, bracing or similar means be ensured for safety and stability for adjacent structure from collapsing.

x) Debris / bricks and other materials or articles shall be removed by means of-

a. chutes

b. buckets or hoists

c. through openings through floors or

d. any other safe means

xi) No person other than building workers or other persons essential to the operation of demolition work shall be permitted to enter a zone of demolition and the area be provided with substantial barricades for cordoning of sufficient area as per Risk Assessment for protection against falling objects.

xii) Barricades and warnings signs are erected along every side throughout the length and breadth of the building or work to be demolished to prevent unauthorised entry. Warning signs are displayed or erected at conspicuous places of work.

xiii) Sequence of Demolition shall be followed and stability of remaining structure after stage wise demolishing shall be vetted by the competent site person.

xiv) No wall, or other part of the structure is left unguarded or in such condition that it may fall, collapse or weaken due to wind pressure or vibration.

xv) Safe working platform shall be arranged for workers engaged in demolition work. Safe access or egress shall be arranged at all times in the course of demolition.

xvi) Material shall not be thrown or dropped from the building.

xvii) All material shall be stored or kept in such a way as it may not endanger the site personnel or not block any access, passageways etc. and suitable barricading shall be ensured to prevent materials from sliding or rebounding in to any space used by workers.

xviii) Appropriate PPE's shall be provided to the workers engaged in Demolition work based upon nature of job and risk assessment like protection against noise, dust, vibration, falling objects etc.

xix) Use of Hydraulic Pile Head cutting machines to cut and remove pile head is desirable.

28.0 Excavation

i) Where any site building worker engaged in excavation is exposed to hazard of falling or sliding material or article from any bank or side of such excavation which is more than one 1.5 m above his footing, such worker is protected by adequate piling and bracing against such bank or side.

ii) Where banks of an excavation are undercut, adequate shoring is provided to support the material or article overhanging such bank.

iii) Excavated material is not stored at least 0.65 m from the edge of an open excavation or trench and banks of such excavation or trench are stripped of loose rocks and the banks of such excavation and other materials which may slide, roll or fall upon a site building worker working below such bank

iv) Metal ladders and staircases or ramps are provided, as the case may be, for safe access to and egress from excavation where, the depth of such excavation exceeds 1.5 m and such ladders, staircases or ramps.

v) where any construction building worker engaged in excavation is exposed to hazard of falling or sliding material or article from any bank or side of such excavation which is more than one 1.5 m above his footing, such worker is protected by adequate piling and bracing against such bank or side. When stability of any structure adjoining workplace or other area to be excavated is under doubt/danger, measures like

Underpinning, piling, shoring or other means to support such structure shall be arranged.

vi) Undercutting during excavation shall be avoided. Wherever it is inescapable and banks of an excavation are undercut, adequate shoring is provided to support the material or article overhanging such bank.

vii) excavated material is not stored at least 0.65 m from the edge of an open excavation or trench and banks of such excavation and the banks of such excavation or trench are stripped of loose rocks and other materials which may slide, roll or fall upon a construction building worker working below such bank.

viii) Ladders with handrail and staircases or ramps are provided, as the case may be, for safe access to and egress from excavation where, the depth of such excavation exceeds 1.5 m and such ladders, staircases or ramps comply with the IS 3696 Part 1&2 and other relevant national standards.

ix) trench and excavation is protected against falling of a person by suitable measures if the depth of such trench or excavation exceeds 1.5 m and such protection is an improved protection in accordance with the design and drawing of a professional engineer, where such depth exceeds 4m.

x) Excavation and its vicinity shall be checked after every rain, storm or other occurrences carrying hazards and adequate protection against slides and cave-in shall be adopted.

xi) Shores and braces are of adequate dimensions and are so placed as to be effective for their intended purposes. Earth supported shores or braces bear against a footing of sufficient area and stability to prevent the shifting of such shores or bracing.

xii) Identification of utilities and their diversion if requires shall be carried out prior to start of excavation. For safety of utility as well as personnel, a trail trench shall be excavated manually only after clearance from competent Electrical personnel in respect of Electrical cables subsequent to testing by a cable detector.

29.0 Personal Protective Equipments (PPEs)

The Lessee/Licensee shall provide required PPEs to workmen to protect against safety and / or health hazards. Primarily PPEs are required for the following protection

i) Head Protection (Safety helmets)

ii) Foot Protection (Safety footwear, Gumboot, etc)

iii) Body Protection (High visibility clothing (waistcoat/jacket), Apron, Shoulder Pads etc)

iv) Personal fall protection (Full body harness, Rope-grap fall arrester, etc)

v) Eye Protection (Goggles, Welders glasses, etc)

vi) Hand Protection (Gloves, Finger coats, etc)

vii) Respiratory Protection. (Nose mask, SCBAs etc.)

viii) Hearing Protection (Ear plugs, Ear muffs, etc)

ix) Trouser restrainers' (For workers, in vicinity of track/traction as well as Civil contract workers deployed on Lunching Girders, Deck slab casting and Parapet erection etc.)

x) Applicable National/International standards along with Vendor/Make for each type of Personal Protective Equipments (PPE's) is attached as per **Appendix 6.** The list is not exhaustive and more PPE's, Standards and Vendors may be included.

29.1 The PPEs and safety appliances provided by the Lessee/Licensee shall be of the standard as prescribed by Bureau of Indian Standards (BIS) or any international standard applicable.

29.2 All construction workers should be provided with high visibility jackets with reflective tapes confirming to the requirement specified under BS EN 471: 1994 as most of viaduct /tunnelling and station works are executed either above or under right-of-way. The conspicuity of workmen at all times shall be increased so as to protect them from speeding vehicular traffic.

29.3 The Lessee/Licensee shall provide safety helmet, safety shoe and high visibility clothing for all employees including workmen, traffic marshal and other employees who are engaged for any construction work, loading/unloading of material, repair, maintenance or any other work involving worker/public safety under this contract as per the following requirement.

All employees of the Lessee/Licensee including workmen	Traffic marshals
i) Hard hat with company Logo and reflective tapes	i) Hard hat with company logo and reflective tape
ii) Safety boots	ii) Safety boots
iii) Hi-visibility waistcoat covering upper body and meeting the following requirements as per BS EN 471:1994:	iii) Hi-visibility jacket covering upper body and meeting the following requirements as per BS EN 471:1994 :
a) Background in fluorescent orange-red in colour	a) Background in fluorescent orange-red in colour
b) Two vertical green strips of 5cm wide on front side, covering the torso at least 500 cm^2	b) Jackets with full-length sleeves with two bands of retro reflective material, which shall be placed at the same height on the garment as those of the torso. The upper band shall encircle the upper part of the sleeves between the elbow and the shoulder; the bottom of the lower band shall not be less than 5cm from the bottom of the sleeve.
c) Two diagonal strips of 5 cm wide on back in an 'X' pattern covering at least 570cm^2	c) Two vertical green strips of 5cm wide on front side, covering the torso at least 500 cm^2
d) Horizontal strips not less than 5cm wide running around the bottom of the vertical strip in front and 'X' pattern at back.	d) Two diagonal strips of 5 cm wide on back in an 'X' pattern covering at least 570cm^2
e) The bottom strip shall be at a distance of 5cm from the bottom of the vest.	e) Horizontal strips not less than 5cm wide running around the bottom of the vertical strip in front and 'X' pattern at back.
f) Strips must be retro reflective and fluorescent	f) The bottom strip shall be at a distance of 5cm from the bottom of the vest.
g) Waistcoat shall have a side adjustable fit and a side and front tear-away feature on vests made of nylon.	g) Strips must be retro reflective and fluorescent.

29.3.1 **Colour coding for helmets**

Safety Helmet Colour Code (Every Helmet should have the LOGO* affixed /painted)	**Person to use**
White	DMRC staffs
Grey	All Designers, Architect, Consultants, etc.
Violet	Lessee/Licensee's (Engineers / Supervisors)
Blue	Sub-Lessee/Licensee's (Engineers / Supervisors)

Red	Electrical Staff (Both Lessee/Licensee and Sub-Lessee/Licensee)
Green	Safety Professionals (Both Lessee/Licensee and Sub-Lessee/Licensee)
Orange	Security Guards / Traffic marshals
Yellow	All workmen
White (with "VISITOR" sticker)	Visitors including trainee/interns

Note: LOGO*

1. Logo shall have its outer dimension 2"X2" and shall be conspicuous
2. Logo shall be either painted or affixed
3. No words shall come either on Top / Bottom of Logo
   Logo of the corresponding main contracting company for their employees and sub-contracting company for their employees shall only be used.

29.4 In addition to the above any other PPE required for any specific jobs like, welding and cutting, working at height etc shall also be provided to all workmen and also ensure that all workmen use the PPEs properly while on the job. To avoid entanglement of loose trousers, restrainers'/leg strap shall be used.

29.5 The Lessee/Licensee shall not pay any cash amount in lieu of PPE to the workers/sub-Lessee/Licensees and expect them to buy and use during work.

29.6 The Lessee/Licensee shall at all time maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to the DMRC during the inspections. Failing to do so shall invite appropriate penalty as per the provisions of the contract.

29.7 It is always the duty of the Lessee/Licensee to provide required PPEs for all visitors. Towards this required quantity of PPEs shall be kept always at the security post.

29.8 Visitors to site

29.8.1 Lessee/Licensee shall provide visitor's helmet (White helmet with visitor sticker) and other PPEs like Safety Shoe, reflective jacket, respiratory protection etc. as per requirement of the site.

29.8.2 All Visitors, Trainee/interns shall be accompanied at all times by a responsible member of the site personnel.

29.8.3 The Lessee/Licensee shall be fully responsible for all visitors' safety and health within the site.

PART – III: OCCUPATIONAL HEALTH AND WELFARE

30.0 Physical fitness of workmen

The Lessee/Licensee shall ensure that his employees/workmen subject themselves to such medical examination as required under the law or under the contract provision and keep a record of the same.

The Lessee/Licensee shall not permit any employee/workmen to enter the work area under the influence of alcohol or any drugs.

31.0 Medical Facilities

31.1 Medical Examination

As per BOCW relevant rules, the Lessee/Licensee shall arrange a medical examination of all his employees including his sub- Lessee/Licensee employees employed before employing, after illness or injury, if it appears that the illness or injury might have affected his fitness and, thereafter, once in every two years up to the age of 40 and once in a year, thereafter.

31.2 First-aid boxes

The Lessee/Licensee shall ensure at a work place one First-aid box provided and maintained for providing First-aid to the workers. Every First-aid box is distinctly marked “First-aid” and is equipped with the articles specified in BOCWR.

32.0 Welfare measures for workers

32.1 Toilets and Urinals

Generally, facilities are available at Metro Station, Depots & other work places and maintained by agencies engaged by DMRC. Lessee/Licensee workers may utilised these facilities on payment basis

32.2 Drinking water

As per relevant section of BOCWA the Lessee/Licensee shall make in every work place, effective arrangements to provide sufficient supply of wholesome drinking water with minimum quantity of 5 litres per workman per day. Quality of the drinking water shall conform to the requirements of national standards on Public Health.

33.0 Noise

The Lessee/Licensee shall take all appropriate measures to ensure that work carried out by the Lessee/Licensee and by his sub- Lessee/Licensee, whether on or off the Site, will not cause any unnecessary or excessive noise which may disturb DMRC commuters and the occupants of any nearby dwellings, schools, hospitals, or premises with similar sensitivity to noise.

Noise level reduction measures shall include the following:

i) Lessee/Licensee shall ensure that all powered mechanical equipment used in the works shall be effectively sound reduced using the most modern techniques available including but not limited to silencers and mufflers.

ii) Lessee/Licensee shall construct acoustic screens or enclosures around any parts of the works from which excessive noise may be generated.

Lessee/Licensee shall ensure that noise generated by work carried out by the Lessee/Licensee and his sub- Lessee/Licensee during daytime and night time shall not exceed the maximum permissible noise limits

34.0 Illumination

Lessee/Licensee shall take every effort to illuminate the work site as per the requirement. The Lessee/Licensee shall conduct a monthly illumination monitoring by lux meter for all the locations.

PART - IV: PENALTY AND AWARDS

35.0 Charges to be recovered from Lessee/Licensee for unsafe act or condition

35.1 DMRC has built an image of safety conscious organisation meticulously over a long period of operation. Any reportable accident (fatality / injury) results in loss of life and/or property damage. These accidents not only result in loss of life but also damage the reputation of DMRC. Most of the accidents are avoidable and caused preliminary due to Lessee/Licensee negligence. Hence DMRC shall recover the cost of damages from the Lessee/Licensee for every reportable incident (fatality / injury).

35.2 In addition sometimes our activities are exposed to public scrutiny as the work is executed on public places. Any unsafe act / unsafe condition observed by public further damage our reputation. Without limiting to the unsafe acts and or conditions, the DMRC shall have the right to deduct charges for any other unsafe act and or condition depending upon the gravity of the situation on a case-to-case basis.

35.3 The following table indicates the Safety, Health and Environment violation (unsafe act / unsafe condition) and charges to be recovered from contractors.

S.NO	TOPIC	UNSAFE ACT/UNSAFE CONDITION	DEDUCTIBLE AMOUNT
1.	ID card	i) Non-adherence of clause 4.0	Rs.1,000 each for violation, maximum upto Rs. 5,000.
2.	SHE Training	i) Not complying to the requirements as mentioned in conditions of contract on SHE and project SHE manual with regard to: a) Induction training not given b) Supervisor/engineer/manager training not conducted as per clause 5.1 c) Refresher training as per clause 5.2 not conducted d) Tool-box talk not conducted as per clause 5.3 e) Skill development training not conducted as clause 5.4 & 5.5	For item 1 a) to e) Rs. 5,000 for first violation on and Rs. 10,000 for subsequent violations
3.	Injury and Incidence reporting	i) Fatal accidents ii) Injury accident iii) Abnormal delay in reporting accidents or wilful suppression of information about any accidents / dangerous occurrence as per clause 8.0 iv) Delay in informing about any accidents / dangerous incidents. v) Non-compliance of the clause 8.8	i. Rs.5,00,000 for first fatality and Rs.10,00,000 for every subsequent fatality. ii. Rs.1,00,000 for first grievously injured person and Rs.2,00,000 for every subsequent grievously injured person (Grievous

			Injury as defined by Workmen Compensation Act) iii. Rs.1,00,000 for first violation and Rs.2,00,000 for subsequent violations For items iv) and v) Rs.50,000 for first violation and Rs.1,00,000 for subsequent violations
4.	Emergency preparedness Plan	Non-compliance of the clause 9.0	(a) Rs. 50,000 for non-compliance of the clauses for the contract having first year annual revenue more than 1 cr. (b) Rs. 25,000 for non-compliance of the clauses for the contract having first year annual revenue less than 1 cr.
5.	Housekeeping	i) Non-compliance of clause 12.0 ii) Housekeeping maintenance register not properly maintained up to date iii) Surrounding areas of drinking water tanks / taps not hygienically cleaned / maintained iv) Office, stores, toilet / urinals not properly cleaned and maintained. v) Required dustbins at appropriate places not provided / not cleaned. vi) Stairways, gangways, passageways blocked. vii) Lumber with protruding nails left as such viii) Openings unprotected ix) Excavated earth not removed within a reasonable time. x) Truck carrying excavated earth not covered / tyres not cleaned. xi) Vehicles / equipments parked / placed on roads obstructing free flow of traffic xii) Unused surplus cables / steel	(a) Rs. 1,000 per single violation Compounded to a maximum of Rs. 25,000 at any single instance for the contracts having first year annual revenue more than 1 cr. (b) Rs. 500 per single violation Compounded to a maximum of Rs. 10,000 at any single instance for the contracts having first year annual revenue less than 1 cr.

		scraps lying scattered xiii) Wooden scraps, empty wooden cable drums lying scattered xiv) Water stagnation leading to mosquito breeding	
6.	Working at Height / Ladders and Scaffolds	i) Non-compliance of clause 12.0 ii) Not using or anchoring Safety Belt iii) Not using Safety Net iv) Absence of life line or anchorage point to anchor safety belt v) Using Bamboo ladders vi) Painting of ladders vii) Improper usage (less than 1m extension above landing point, not maintaining 1:4 ratio) viii) Aluminium ladders without base rubber bush ix) Usage of broken / week ladders x) Usage of re-bar welded ladders xi) Improper guardrail, toe board, barriers and other means of collective protection xii) Improper working platform xiii) Working at unprotected fragile surface xiv) Working at unprotected edges	(a) Rs. 1,000 per single violation Compounded to a maximum of Rs. 25,000 at any single instance for the contracts having first year annual revenue more than 1 cr. (b) Rs.500 per single violation Compounded to a maximum of Rs. 10,000 at any single instance for the contracts having first year annual revenue less than 1 cr.
7.	Lifting appliances and gear	Non compliance of clause 14 to 17 i) Non availability of fitness certificate as per clause 14.0 (i) ii) Documents not displayed on the machine or not available with the operator iii) Maximum Safe Working Load not written on the machine as per clause 14.1 (ii) iv) Non-compliance of 14.2 v) Non-compliance of 14.3 vi) Automatic safe load indicator not provided or not in working condition vii) Age of the operator less than 28 years or without any licence and non-compliance of other item viii) Non-compliance ix) Non-compliance of any of the items mentioned regarding rigging requirements x) Failure to submit method statement in case of all critical lifting	(a)Rs. 10,000 per single violation Compounded to a maximum of Rs. 2,00,000 at any single instance for the contracts having first year annual revenue more than 1 cr. (a)Rs. 5,000 per single violation Compounded to a maximum of Rs. 1,00,000 at any single instance for the contracts having first year annual revenue less than 1 cr.

		xi) Person riding on crane. xii) Creating more noise and smoke xiii) Absence of portable fire extinguisher in driver cabin xiv) Fail to guard hoist platform xv) No fencing of hoist rope movement area xvi) Hoist platform not in the horizontal position	
8.	Site Electrical safety	i) Non-compliance of clause 18, 19 & 20 ii) Exposed electric lines (fermentative damage) and circuits in the workplace. iii) Inserting of bare wires into the socket iv) Improper grounding for the electrical appliances v) Electrical cables running on the ground	(a) Rs. 1,000 per single violation Compounded to a maximum of Rs. 25,000 at any single instance for the contracts having first year annual revenue more than 1 cr. (b) Rs. 1,000 per single violation Compounded to a maximum of Rs. 25,000 at any single instance for the contracts having first year annual revenue less than 1 cr.
9.	Hand tools and Power tools	i) Non-compliance of clause 20.0	(a) Rs. 1,000 per single violation Compounded to a maximum of Rs. 25,000 at any single instance for the contracts having first year annual revenue more than 1 cr. (a) Rs. 500 per single violation Compounded to a maximum of Rs. 10,000 at any single instance for the contracts having first year annual revenue less than 1 cr.
10.	Gas Cutting	i) Non-compliance of clause 26.0 ii) Wrong colour coding of cylinder. iii) Cylinders not stored in upright	(a)Rs. 5,000 per single violation Compounded to a maximum of

		position. iv) Flash back arrester, non-return valve and regulator not present or not in working condition. v) Fail to put cylinders in a cylinder trolley. vi) Damaged hose. vii) Using domestic LPG cylinders viii) Fail to store cylinder 6.6m away from fire prone materials ix) Fail to use hose clamps x) Fire extinguisher not placed in the vicinity during operation	Rs.50,000 at any single instance for the contracts having first year annual revenue more than 1 cr. (b)Rs. 2,500 per single violation Compounded to a maximum of Rs.25,000 at any single instance for the contracts having first year annual revenue less than 1 cr.
11.	Welding	i) Non-compliance of clause 26.0 ii) Voltmeter and Ammeter not working iii) Improper grounding and return path. iv) Damaged welding cable v) Bare openings in the cable. vi) Non-availability of separate switch in the transformer vii) Non-availability of main switch control to switch off power to the welding unit. viii) Usage of reinforcement rod as return conductor ix) Damaged holder x) Fire extinguisher not placed in the vicinity during operation	(a)Rs. 5,000 per single violation Compounded to a maximum of Rs.50,000 at any single instance for the contracts having first year annual revenue more than 1 cr. (b)Rs. 2,500 per single violation Compounded to a maximum of Rs.25,000 at any single instance for the contracts having first year annual revenue less than 1 cr.
12.	Fire precaution	i) Non-compliance of clause 21.0 ii) Smoking and open flames in fire prone area iii) Using more than 24V portable electrical appliances in the fire prone area iv) Not proper ventilation in cylinder storage area. v) Absence of fire extinguishers vi) Fire extinguishers not refilled once in a year. vii) Fire extinguisher placed in a not easily accessible location	(a)Rs. 1,000per single violation Compounded to a maximum of Rs. 50,000 at any single instance for the contracts having first year annual revenue more than 1 cr. (a)Rs. 1,000per single violation Compounded to a

			maximum of Rs. 25,000 at any single instance for the contracts having first year annual revenue less than 1 cr.
13.	Excavation, Tunnelling and confined space	Non-compliance of clause 28.0	(a) For Rs. 1,000 per single violation Compounded to a maximum of Rs.50,000 at any single instance for the contracts having first year annual revenue more than 1 cr. (a) For Rs. 500 per single violation Compounded to a maximum of Rs. 25,000 at any single instance for the contracts having first year annual revenue less than 1 cr.
14.	Work permit system	Non-compliance of clause 24.1 to 24.5	(a)For Rs. 5,000 per first violation and Rs. 50,000 for subsequent violations for the contracts having first year annual revenue more than 1 cr. (a)For Rs. 2,500 per first violation and Rs. 25,000 for subsequent violations for the contracts having first year annual revenue less than 1 cr.

15.	Traffic Management	Non-compliance of clause 24.1	(a)Rs. 50,000 per first violation and Rs. 1,00,000 for subsequent violations for the contracts having first year annual revenue more than 1 cr. (a)Rs. 25,000 per first violation and Rs. 50,000 for subsequent violations for the contracts having first year annual revenue less than 1 cr.
		a) Barricades i) Not Cleaned ii) Not in alignment iii) Not numbered iv) Not painted v) Red lights / reflectors not working vi) Damages not repaired vii) Not secured properly viii) Barricade inspector not employed ix) Protruding parts / portions repaired x) Barricades maintaining register not properly maintained up to date	(a)Rs. 1,000 per single violation Compounded to a maximum of Rs. 50,000 at any single instance for the contracts having first year annual revenue more than 1 cr. (a)Rs. 500 per single violation Compounded to a maximum of Rs. 25,000 at any single instance for the contracts having first year annual revenue less than 1 cr.

		b) Licensee Vehicles i) Over loading of vehicles ii) Unfit drivers or operators iii) Unlicensed vehicles iv) Absence of traffic marshals v) Absence of reversing alarm vi) Absence of fog light (at winter) vii) Power / hand brakes not in working condition.	(a)Rs. 5,000 per single violation Compounded to a maximum of Rs. 50,000 at any single instance for the contracts having first year annual revenue more than 1 cr. (a)Rs. 2,500 per single violation Compounded to a maximum of Rs. 25,000 at any single instance for the contracts having first year annual revenue less than 1 cr.
		c) Splashing of Bentonite on roads / non-cleaning of tyres of dumpers and transit mixers i) Mishandling of bentonite like splashing of bentonite outside specified width of barricading ii) Non-cleaning of tyres of dumpers and transit mixers before leaving the site and thereby creating a traffic safety hazard to road users.	For item i) and ii) a) Rs.-50,000 on first observation. b) Rs. 1,00,000 on second observation c) Rs. 1,50,000 on third and subsequent observations
16.	PPE	i) Not having ii) Not wearing (or) using and kept it elsewhere iii) Using damaged one iv) Using wrong type v) Using wrong colour helmet or helmet without logo vi) Using for other operation (e.g. Using safety helmet for storing materials or carrying water from one place to other) vii) Not conforming to BIS standard viii) Non-compliance of clause 29.1 to 29.8	From item i) to vi). Rs.200 per single violation For item vii) Rs. 1,000 for first violation and Rs.50,000 for subsequent violations For item viii) (a)Rs. 5,000 for first violation and Rs. 50,000 for subsequent violations for the contracts having first year annual revenue more than 1 cr. (a)Rs. 2,500 for first violation and Rs. 25,000 for subsequent violations for the contracts

			having first year annual revenue less than 1 cr.
17.	Occupational Health	i) Non-compliance of clause 30.0 to 34.0 ii) Fail to conduct Medical examination to workers iii) Absence of ambulance van & room iv) Workers not having ID card v) Inadequate number of toilets vi) Toilets not cleaned properly vii) Absence of water facilities for toilets and washing places viii) Toilet placed more than 500m from the work site ix) Absence of drinking water x) Absence of first-aid person in work site. xi) Absence or inadequacy of first-aid box. xii) Misuse of first-aid box. xiii) First-aid box not satisfy the minimum Indian standard. xiv) Smoking inside the construction site xv) Drink and drive or work xvi) Excessive noise and vibration xvii) Canteen not provided xviii) Food stuff not served on no loss no profit basis xix) Creche not provided xx) Fumigation / insecticides not sprayed to prevent Mosquito breeding	(a)Rs. 1,000 per single violation Compounded to a maximum of Rs. 50,000 at any single instance for all the contracts except contracts mentioned in (b) (b) Clause no. (v) to (ix), (xvii) to (xxi) shall not be applicable for the Advertisement contracts and the contracts having first year annual value less than Rs. 1 Crore.

35.4 Without limiting to the unsafe acts and or conditions mentioned above in clause 35.3 the DMRC shall have the right to deduct charges for any other unsafe act and or condition depending upon the gravity of the situation on a case-to-case basis. The charges shall be in comparison with that of the similar offence indicated in clause 35.3.

36.0 Stoppage of unsafe activity by Lessee/Licensee

36.1 The DMRC shall have the right to stop the work at his sole discretion, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipments at specific work place. In such cases, the Lessee/Licensee shall be informed in writing about the nature of hazards and possible injury / accidents.

36.2 The Lessee/Licensee shall not proceed with the work until he has complied with each direction to the satisfaction of DMRC

36.3 The Lessee/Licensee shall not be entitled for any damages / compensation for stoppage of work, due to safety reasons and the period of such stoppage of work shall not be taken as an extension of moratorium period for Completion of the Facilities.

APPENDIX – 1

Topics for First day at work SHE orientation training of Workmen

1. Hazard Identification Procedure

Hazards on work place:

- Electricity
- Machinery
- Handling materials
- Work place
- Work at Height
- Fire

2. Personal Protective Equipment

- What is available?
- How to obtain it?
- Correct use and care.

3. Health

- Work place welfare facilities
- Potential health hazards
- First Aid/CPR

4. Duties of the Lessee/Licensee /Licensee

- Brief outline of the responsibilities of the Lessee/Licensee by law
- Details of Lessee/Licensee accident prevention policy
- Building and other construction worker Welfare Law

5. Employee's Duties

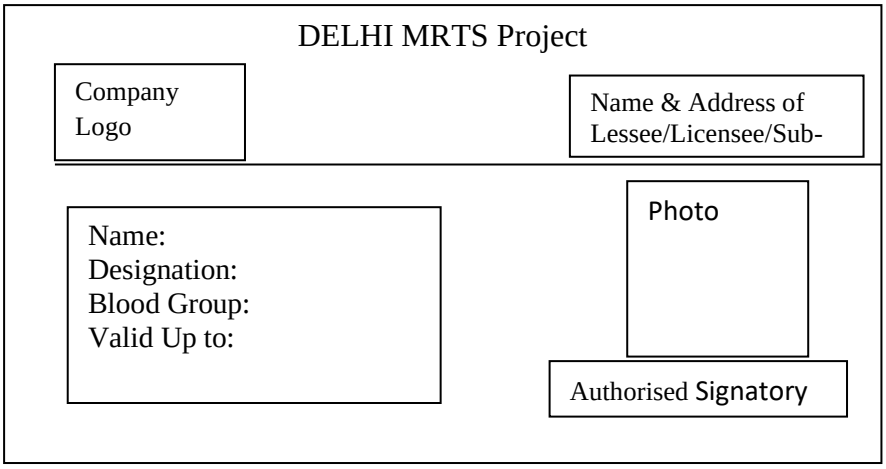
- Brief outline of responsibilities of employee under law
- Explanation of how new employees fit into the Lessee/Licensee plan for accident prevention. (induction and orientation).

APPENDIX – 2

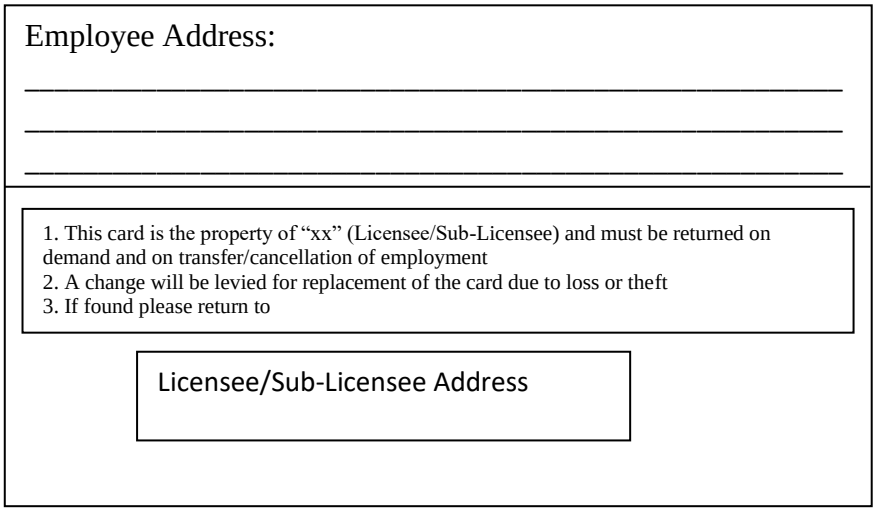
ID CARD FORMAT

(85 mm x 55 mm)

Front Side of ID Card



Back Side of ID Card



APPENDIX – 3

SAFETY AND HEALTH POSTERS

The Lessee/Licensee shall prepare a SHE Communication Plan as a part of work place specific SHE Plan and shall include the following minimum requirement of Posters / Signages / Video as applicable. In case readymade posters are available in any of the category from safety related organisations they may procure the same and display it. In case the same is not available then the Lessee/Licensee shall make necessary arrangements to get the posters designed and printed on their own. The List of Posters:

1. Mandatory PPE Usage
2. Working at Height
3. Work place Electricity
4. Crane Safety & Lifting operation
5. Excavation
6. Confined Space
7. Hand tools & Power tools
8. Material Handling
9. First Aid

APPENDIX – 4

DELHI METRO RAIL CORPORATION	**SAMPLE SAFETY FORM REFERENCE** :	**SAF – 001**
ACCIDENT/DANGEROUS OCCURRENCE REPORT FORM		**Accident No.**
Name of Lessee/Licensee **:**		**Contract No.**

Instructions : 1. A copy of this form shall be completed for every Accident and Dangerous Occurrence.
2. It must be signed by a senior work place management representative.
3. A copy shall be sent to the DMRC Representative within 24 hours of the Accident.

Part A : Details of Injured Person

Name : _____ *Date of Birth* : _____ *Male* ☐ *Female* ☐

Address : _____

_____

Job Title : _____ *Name of Employer* : _____

Part B : Details of The Accident

Date : _____ *Time :* _____ *Location :* _____

- *Describe the task the injured person was doing at the time of the accident:*
- *Describe in details how the accident happened (Attach, sketch, plan photographs etc.):*
- *Was any plant or machinery involved yes/no : if yes give details:*
- *Name of any Witnesses:*

Part C : Details of the Inquiry

What was the Injury ? (eg. Fracture, Lacerations)

What part of the body was injured?

Was the injury : Fatal ☐ *Major Injury* ☐ *Minor Injury* ☐

Was the injured person sent to ; First Aid ☐ *Doctor* ☐ *Hospital* ☐ *Home* ☐

Part D : Certification

I have checked the above information and can confirm that it is a true record of the accident

Signed _____ *Contracotr Workplace Incharge*_____ *Date*

_____ _____

APPENDIX No. 5

SCAFFOLD CHECKLIST

Contract No.	**Contractor Name**	**Location**
Tag No.	**Date**	**Purpose**

S. No.	**Description**	**Observation (Yes /No)**	**Remark**
A.	**Check the Base of the Structure**		
1	Has the scaffold been erected in accordance with the design of a qualified person?		
2	Are base plates provided?		
3	Has the maximum load capacity of the scaffold been communicated to all affected employees?		
4	Is the ground level firm, or have proper supports been placed under the structure?		
5	Is the base away from all excavation, drain covers, man holes etc.?		
B.	**Check the Structure**		
1	Are the vertical tubes in plumb and correctly spaced?		
2	Are the standards joints staggered?		
3	Are adequate bracing provided?		
4	Is the structure securely tied back?		
5	Is there an access tower free standing without support?		
C.	**Check the Working Platform**		
1	Is the working platform closely i.e no gaps between the boards?		
2	Is the working platform at least 450 mm wide?		
3	Is a guard-rail, knee-rail and toe board provided above the platform and securely fixed?		
4	Are all the material stored on the platforms properly secured or not?		
5	Are openings in working platform kept safety covered/fenced?		
6	Is there a provision of anchoring safety belts lanyards to be tied to guy ropes?		
D.	**Check the Access**		
1	Are existing access ways (stairs, walkways, ladders) etc. left clear?		
Observation if any:			

Inspected & Signed By	Inspected & Signed By	Inspected & Signed By
Safety Officer	Certified Scaffolder	Site In-charge

APPENDIX No. 6

LIST OF MANUFACTURERSFOR SAFETY PPEs

Serial Number	Item	Relevant Standard (Shall Comply to any one of the Standard)	Vendor List
1.	Safety Shoes (Staff & Worker)	IS:15298 (Part-I) IS: 15298 (Part-II) EN: 20345	Bata, Liberty, Tiger, Allen Cooper, Acme, Karam, UFS & JCB
2.	Gumboot	IS: 15298 (Part-II)	Abrigo, Duckback, Acme & Liberty
3.	Industrial Helmet	IS:2925 & EN: 397	Karam, Acme, Venus, Joseph Leslie, Udyogi, UFS & 3M
4.	Rubber Hand Gloves	EN: 388 EN: 374 & EN: 420	DPL, Udyogi, Ansell, Honeywell & ATLAS
5.	Cotton Hand Gloves	EN: 388 & EN: 420	Abrigo, Midas, Udyogi, Atlas, UFS & ATG
6.	Full Body Harness	EN: 361 & IS: 3521	Karam, Abrigo, Honneywell, 3M, UFS & DBA SALA
7.	Lanyard	EN: 355, EN 354 & IS: 3521	Karam, Honneywell, 3M, Abrigo, UFS & DBA Sala
8.	Fall Arrester	EN: 353	Karam, Honneywell, 3M, Abrigo, UFS & DBA Sala
9.	Retractable Block	EN: 360	Karam, Honneywell, 3M, Abrigo, UFS & DBA Sala
10.	Safety Eye wear	EN: 166 & IS: 5983	Karam, Abrigo, Venus, Udyogi, Honeywell, UFS & 3M
11.	Nose Mask	IS: 9473 & EN: 149	3M, Venus, Joseph Leslie, Abrigo & Procef
12.	High Visibility Vest	EN: 471	Reflecto Safe, Udyogi, Acme, UFS & Bright Eye
13.	Safety Net	IS: 11057 IS: 5175	Tuff, Gurware, ACME & UFS
14.	Ear Plug	EN: 352	Venus, Karam, 3M & Honeywell
15.	Traffic Management Items like Barricade, Barriers	-	Cosmos, Acme, Frontier, Pioneer & Nilkamal
16.	Traffic Cone		Dark Eye, Nilkamal & Acme, Aktion
17.	Breathing Apparatus	NFPA 1852	Honeywell, Joseph Leslie, Drager & MSA

APPENDIX NO.: 7

WORK PERMIT FORMATS

	DELHI METRO RAIL CORPORATION LTD.

FORM No. : SF/20

PERMIT TO WORK – CONFINED SPACES

NAME OF CONTRACTOR	**CONTRACT NO**
PERMIT NO. …..	DATE / /

PART 1: Initiator

Issue to (Name of Person carried out work) _____ Section _____

Details of Confined Space _____

Location _____

Work to be carried out _____

Results of Confined Space Testing: _____

Oxygen Content _____ Explosive Gas _____ LEL

Toxic Gas 1: _____ Toxic Gas 2: _____

Date and Time Tests Conducted _____

Type and Model of Equipment used _____

Precautions Required _____

PART 2: Receipt

I hereby declare that work by myself, or by any person under my control in the above Confined Space shall be carried out in accordance with the conditions of this permit and the requirements of the company Safety Rules. All persons permitted to enter the Confined Space have been or will be informed of when the safe period for entry will expire.

Signed _____ Time _____ Date _____

PART 3: Authorization

I hereby declare that the above Confined Space is safe to enter without the use of breathing apparatus, provided the conditions of this permit and the requirements of the Company Safety Rules and observed.

Date: _____ Time of Issue: _____ Date: _____ Time of Expiry _____

Signed _____

Counter signed by Safety Manager:

Name: _____Signed _____ Time _____ Date _____

PART 3. Clearance Certificate

I declare that all persons under my charge have been withdrawn and warned that it is no longer safe to work in the Confined Space deatiled above, and that all gear, tools and other equipment have been removed.

Signed _____ Time _____ Date _____

PART 4. Cancellation

I acknowledge receipt of the clearance of the Permit

THIS PERMIT IS NOW CANCELLED

Signed _____ Date_____Time_____

NOTE: Kindly attached duly sighed detailed checklist for Safety measures

DELHI METRO RAIL CORPORATION LTD.

FORM No. : SF/23

PERMIT TO WORK – LIFTING PERMIT

SECTION – A: Details of Lifting Crew, Crane Configuration & Load Calculation

NAME OF CONTRACTOR	**CONTRACT NO.**

PERMIT No. _____ Date _____ Time _____

Location_____ Activity being performed _____

Part - 1: Details of Lifting Crew

Name of Lifting Engineer: _____

Name of Operators: _____

Names of Riggers: _____

Name of Signalman: _____

Part – 2: Crane Details

Crane Make, Model & Year: _____ Max. Lifting Capacity: _____

Maximum Boom Length: _____ Maximum Radius: _____

Outrigger full extension (in mtr.): _____ Percentage of deration in crane capacity: _____

Automatic Safe Load Indicator: _____ Over Hoist Cut-off Limit Switch: _____

Part – 3: Load Details

Description of the Load:_____Lifting points on Load:_____

Rigging Manner of load:_____Dimension of Load:_____

Part – 4: Load Calculation (_____% of Load chart referred/followed)

a) Crane Boom Length:_____, b)Crane Boom Radius:_____, c) Rope Diameter(mm): _____

d) No. of falls: _____, e) Deration in capacity:_____, f) Counter weight:_____

g) SWL (after deration):_____, h) Weight of Load: _____, h) Rigging Weight: _____ i) Hook Block Weight: _____, j) Total Weight to be lift: _____.

k) Safety margin in crane capacity: (SWL of crane on lifting configuration – Load to be lifted)_____

l) Outriggers extension (in mtrs) _____

Part 5 : Receipt

I **(Name of Lifting Engineer)** hereby declare that the load calculation as mentioned in Part – 4 of this permit shall not exceeds in any circumstances and work shall be carried out in safe manners. In addition, the checklist along with lifting sketches as mentioned in section B of this permit shall be followed and also attached. All measures have been adopted to ensure the stability & rigidity of the cranes as well as rigging. All safety devices of the crane are in proper working order. Section A shall be treated as invalid without section B.

Name: _____Signed _____ Time _____ Date _____

Part – 6: Clearance from Safety Department

I **(Name of Safety In-charge)** also checked the above load calculation which is within the crane lifting configuration for safe lifting operation.

Name: _____Signed _____ Time _____ Date _____

SECTION – B: Safety Checklist & Sketch

Part - 7: Safety Measures Checklist

S No.	Measures/particulars	Yes/No/Avl./other
1	Crane use for lifting is suitable as per site condition and type of lifting	
2	Are lifting crew trained for lifting operation	
3	Is crane set up on compacted and firm ground condition	
4	Are crane outriggers fully extended and placed on metal plate	
5	Are condition of lifting gears free from any type of defects	
6	Is condition of lifting appliance operator cabin in good condition and not no hindrance to any thing	
7	Is adequate means of communication between lifting crew arranged	
8	Is underground utilities presents, if yes, mentioned measures to overcome & crane stability (mentioned in Method Statement)	
9	Is any power cable/OHE cable available, if yes, then measures to encounter that (mentioned in Method Statement)	
10	Safe means of access arranged	
11	Safe working platform arranged	
12	Measures for working at height adopted	
13	Traffic diversion alongwith provision of traffic marshal arranged	
14	Is wind velocity check and under acceptable limit as recommended by manufacturer	
15	Is copy of approved method statement available	
16	Is Automatic Safe Load Indicator working and cut-off switch provided & working	
17	All certificate & document like TPI, Load chart etc. available	
18	Is proper arrangement of illumination done & level of lux maintained	
19	Is rigging done by taking consideration of CG of load w.r.t crane hook	
20	Swing area of crane properly barricaded	
21	Other system of crane like control lever, fail safe device, boom, winch etc. are in good condition or working properly	
22	Is tag line to control the load is provided	
	Any other measures	

Part – 8: Lifting Sketch

(this sketch shall be site specific and reflects all hazards/obstruction along with dimension)

Part 9 : Final Authorization

I **(Name of Lifting Engineer)** hereby declare that the load calculation as mentioned in Part – 4 of section A and measures as mentioned in part 7 of section B shall be ensured. In addition, arrangement for safe lifting, public safety, traffic diversion, working at height, means of access etc has been adopted.

Name: _____Signed _____ Time _____ Date _____

Part – 10: Clearance from Safety Department

I **(Name of Safety In-charge)** certify that, measures for safe lifting have been adopted at site.

Name: _____Signed _____ Time _____ Date _____

PART 11: Clearance Certificate (By Lifting Engineer)

I declare that all persons under my charge have been withdrawn and warned that it is no longer safe to work at site, and that all gear, tools and other equipment have been removed.

Name _____Signed _____ Time _____ Date _____

Part 12 : Cancellation (Being the Authorized Person)

I acknowledge receipt of the clearance of this Permit

This permit is now cancelled

Name: _____Signed _____ Time _____ Date _____

	DELHI METRO RAIL CORPORATION LTD.

FORM No. : SF/24

PERMIT TO WORK – TANDEM LIFTING PERMIT

SECTION – A: Details of Lifting Crew, crane configuration & Load calculation

NAME OF CONTRACTOR	**CONTRACT NO.**

PERMIT No. _____ Date _____ Time _____

Location_____ Activity being performed _____

Part - 1: Details of Lifting Crew

Name of Lifting Engineer: _____

Name of Operators: _____

Names of Riggers: _____

Name of Signalman: _____

Part – 2: Crane Details

Crane – 1:	**Crane – 2:**
Crane Make, Model & Year: _____	Crane Make, Model & Year: _____
Max. Lifting Capacity: _____	Max. Lifting Capacity: _____
Maximum Boom Length: _____	Maximum Boom Length: _____
Maximum Radius: _____	Maximum Radius: _____
Outrigger full extension (in mtr.): _____	Outrigger full extension (in mtr.): _____
Percentage of deration in crane capacity: _____	Percentage of deration in crane capacity: _____
Automatic Safe Load Indicator: _____	Automatic Safe Load Indicator: _____
Over Hoist Cut-off Limit Switch: _____	Over Hoist Cut-off Limit Switch: _____

Part – 3: Load Details

Description of the Load:_____Lifting points on Load:_____

Rigging Manner of load:_____Dimension of Load:_____

Part – 4: Load Calculation

Crane – 1:	**Crane – 2:**
a) Crane Boom Length:_____	a) Crane Boom Length:_____
b) Crane Boom Radius:_____	b) Crane Boom Radius:_____
c) Rope Diameter(mm): _____	c) Rope Diameter(mm): _____
d) No. of falls: _____	d) No. of falls: _____
e) f) Counter weight:_____	e) f) Counter weight:_____
f) Weight of Load: _____	f) Weight of Load: _____
g) Rigging Weight: _____	g) Rigging Weight: _____
h) Hook Block Weight: _____	h) Hook Block Weight: _____
i) Total Weight to be lift: _____	i) Total Weight to be lift: _____
j) Total weight to be lift on crane 1: _____	j) Total weight to be lift on crane 2: _____
k) **SWL (as per 75% of Load Chart):**_____	k) **SWL (as per 75% of Load Chart):**_____
l) SWL (after deduction of 15% on 75% chart):___	l) SWL (after deduction of 15% on 75% chart):____
m) Safety margin in crane capacity: (j – l)_____	m) Safety margin in crane capacity: (j – l)_____
n) Outriggers extension (in mtrs): _____	n) Outriggers extension (in mtrs): _____

Part 5 : Receipt

I **(Name of lifting engineer)** hereby declare that the load calculation as mentioned in Part – 4 of this permit shall not exceeds in any circumstances and work shall be carried out in safe manners. In addition, the checklist along with lifting sketch as mentioned in section B of this permit shall be followed and also attached. All measures have been adopted to ensure the stability & rigidity of the cranes as well as rigging. All safety devices of the crane are in proper working order. Section A shall be treated as invalid without section B.

Name: _____Signed _____ Time _____ Date _____

Part – 6: Clearance from Safety Department

I **(Name of Safety In-charge)** also checked the above load calculation which is within the crane lifting configuration for safe lifting operation.

Name: _____Signed _____ Time _____ Date _____

APPENDIX No. 8

SAFETY CIRCULARS

No. DMRC/O&M/SC-02(Rev.02)/2012 Date: 10 Sept. 2012

SAFETY CIRCULAR No.SC-02(Rev.02)

Sub: Safety Circular No. SC-02(Rev.02)

Find enclosed **Safety Circular No. SC-02(Rev.02) regarding Procedure Order for granting and cancellation of power blocks and permit to work during non revenue hours**. All concerned are to ensure that staff working under them have read and understood the procedure order and assurance is taken.

This issue with the approval of the competent authority.

Note: Safety circular nos. 2, 3, 18 & 19 have been merged to formulate single safety circular No. 02 (Rev.02). This safety circular supersedes SC-02 (Rev.01), SC-03(Rev.00), SC-18(Rev.00) and SC-19(Rev.01).

(Amit Kumar Jain)
DGM/O & TO

All HODs (O&M)
All Dy HODs (O&M)
OCC/SHPK & OCC/Metro Bhawan,
All DCC, All Crew Controls, All stations & Training Institute
Copy to:
DE, DF, DO, DP, DRS, DW & DBD for kind information please.

SAFETY CIRCULAR No. SC – 02

PROCEDURE ORDER FOR GRANTING & CANCELLATION OF POWER BLOCKS AND PERMIT TO WORK DURING NON-REVENUE HOURS

Note: Safety circular Nos.2,3,18&19 have been merged to formulate single safety circular No.SC-02 (Rev.02). This Safety Circular Supersedes SC-02 (rev.01), SC-03 (rev.00), SC-18 (rev.00) & SC-19 (rev.01).

1. SCOPE:

This Procedure Order covers the Methodology for obtaining Permission for Engineer's Possession & Integrated Blocks including Power Blocks and Shadow Power Blocks during Non-Revenue Hours, required for Inspection, Repair, Testing, Maintenance and Construction of Signalling, Communication, Track & Structure, Over-Head Equipment, Line Side Structures and Tunnel Equipment in a manner that shall ascertain complete Safety of all concerned, while ensuring that the Metro Rail Assets and Safety Equipments are not adversely affected during Working. The Procedure Order also lists out the Responsibilities of Metro Staff and that of Contractor's Authorised Representatives during their Testing, Maintenance & Repairs, and Construction Activities.

This Procedure Order is applicable to all Lines.

This Document should be read in conjunction with the General Rules of DMRC, AC Traction Manual of DMRC, Station Working Orders in vogue and other related Statutory Provisions.

2. GENERAL:

OHE Power Block and Shadow Power Block shall be required in case the Working zone is within a radius of '2' m from OHE.

3. DEFINITIONS:

Engineer's Possession (EP):

Engineer's Possession is an Authority given to an Agency or Department within an Organization to have access to the portion of the Track or Tracks or a Line Segment for a specified period of time for the purpose of Inspection, Repair, Maintenance, Construction, Re-habilitation and Testing of Equipments etc.

EP shall normally be granted during Non-revenue Hours.

Engineer's Possession In-charge (EPIC):

The Person-in-Charge of Engineer's Possession shall be termed as 'EPIC'. Only DMRC Staff, not below the Rank of Sr. Maintainer having Competency, shall be EPIC.

DGM/TO DGM/O/I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

EPIC shall be properly trained and certified in the Duties and Responsibilities of the Role. Responsibility to ensure Competency of the EPIC shall be of the concerned Department nominating EPIC.

Sub Engineer's Possession In-charge (Sub-EPIC):

If more than one Maintenance Agency are required to work within the limits of the same Engineer's Possession, the EPIC can permit other DMRC Official to work as Sub-EPIC, if so notified in advance in the Weekly General Order. Only DMRC Staff, not below the Rank of Sr. Maintainer having Competency, shall be the Sub-EPIC.

EPIC of a Section may also be the Sub-EPIC of the other Section. However, an Area under Engineer's Possession shall be the sole Responsibility of EPIC. Sub-EPIC shall be responsible for the Issues of Safe Working pertaining to the Nature of Work being undertaken by the Maintenance Agency working under Sub-engineer's Possession.

Responsibility to ensure Competency of the Sub-EPIC shall be of the concerned department nominating Sub-EPIC.

Sub-EPIC cannot authorize further Sub-EPIC.

Integrated Block (IB):

Integrated Blocks are such Blocks, where the Maintenance Staff of different Disciplines, viz. Signalling, Telecommunication, Civil, Traction, and Track etc can work simultaneously in a portion of Track or Tracks or on a Line Segment for a specified period of time for the purposes of Inspection, Repairs, Maintenance & Testing and Construction Activities, without affecting the Integrity of Track and other Commissioned and Working Assets.

Integrated Blocks shall be granted during Non-revenue Hours with / without Power Block.

Traction Staff:

Not below the rank of Sr. Maintainer (OHE or PSI), who has been issued Competency by appropriate Authority to avail Power Block & give Shadow Power Blocks to others.

Power Block:

Power Block means Switching off Power Supply in a particular Section. On demand of Traction Staff, the TPC at OCC in consultation with TC make a Line / OHE Section de-energized electrically and confirm the same to the Traction Staff, who has placed such a demand.

The Messages exchanged between Traction Staff and TPC shall be recorded in the Power Block Message Book / Register.

The Line / OHE Section, which is under the Power Block shall remain under the Control of only one Traction Staff who has taken the Power Block from TPC. The same Traction staff is only authorized to cancel the Power Block, as per laid down Procedures. Cancellation Messages shall also be recorded in the Power Block Message Book / Register.

Shadow Power Block:

Shadow Power Block is further extension of the Power Block, granted by the Traction Staff to other Authorized Person to permit to work in the part area covered by the 'Power Block', under the provisions of Discharge Rods as per extant Procedures. The Authorized Person could be the Station Controller, PSI Supervisor or the Supervisor of other Departments..

While granting and cancelling the Shadow Power Block, all the formalities of Power Block shall be complied with.

Shadow Power Block shall be required when the Working Zone is within 2 m of OHE.

In no case, a Shadow OHE Power Block can be granted to the Contractor, directly by the Traction Wing.

4, PREPARATION OF WEEKLY GENERAL ORDER:

Granting of EP/IB/Power Block/Shadow Power Block shall be in the form of a 'Weekly General Order' to be issued by OCM on every Saturday, for the ensuing Week commencing from Saturday Night till Friday Night.

Requirements for OHE Power Block, Shadow Power Block & Permit to Work during Non-revenue Hours shall be submitted by the all concerned, as per the Format given in Annexure 'A', untill 1500 Hrs. of every Friday to the Chief Controller (CHC) / OCC.

All Submissions shall be scrutinized by CHC and CTPC.

OCM & Mgr/AM (Traction) of the concerned Line shall check the Requisitions for the following:

(i) The Department seeking Track Access & Possession.
(ii) Location (Section), Date, Time of Commencement & Expected Duration.
(iii) Nature of Work to be carried out.
(iv) Details of Equipments to be used (relevant from Track Access & other Departments working point of view).
(v) Points of Entry & Exit of Men & Materials, Equipments and Tools & Plants.
(vi) Engineers Possession In-charge (EPIC) along with Nos. of accompanying Gang Members.
(vii) Description & movement of Self-propelled / Non-self-propelled (Non motorized)/ Vehicle or Rolling Stock required.
(viii) Movement of Maintenance Vehicles (Tower Wagon / CTMC / OMV / Ladder Trolleys / other Maintenance Vehicles) on the Section.
(ix) Feasibility & Process of De-enerzisation of the OHE of the Section.
(x) Feasibility of this Power Block with other Power & Traffic Block Demands.
(xi) Compatibility of this Power Block with 'No Power Block Section' in case of required Train Movement.
(xii) Longitudinal, Transverse or Cross Protections, as per SWO.
(xiii) Means to protect the Area under Engineer's Possession / Integrated Block.

DGM/TO DGM/O/I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

During Non-revenue Hours Power Block can be allowed in following manner:

(i) Neutral Section (NS) - Neutral Section (NS).
(ii) Neutral Section (NS) - Dead End
(iii) Sectioning Post to Dead End, if no Feeding Post is present towards the Dead End.

Based on the above, OCM shall issue a 'Weekly General Order' comprising EP/IB/OHE Power Block/Shadow Power Block/PTW Programs and convey the same to CTPC and Chief Controller.

No Variation from the Weekly General Order, issued by OCM, shall ordinarily be allowed. Only in cases of extreme emergency, the Unscheduled Requests shall be considered by the OCM. Care shall, however, be taken to ensure that already granted EPs are not cancelled to accommodate such requests.

5. GENERAL PRECAUTIONS:

(i) No Maintenance Staff shall enter on to the Track of any Running Line without the Permission of the Traffic Controller.

(ii) Metro Employees and Authorized Contractor's Representatives, when on the Right of Way - Shall be responsible for their own Safety and observe all Safety Rules and Regulations during the course of Work.

Shall look in each Direction before entering upon and standing close to the Tracks.

Shall not cross Track, immediately after a Train/Vehicle has passed but shall wait until adjacent Track can be observed for a Safe Distance in both Directions.

Shall not walk, stand, step or sit on Running Rails, Points, Cover Boards, TVC Conduit, Guard Rails, Interlocking Apparatus or Wayside Equipments.

(iii) Employees and Authorized Contractor's Representatives shall use Safety Walkway, whenever possible.

(iv) Under any circumstance, Metro Employees and Authorized Contractor's Representatives - Shall not go in front of any Moving Vehicle.

-Shall not go under or between Vehicles unless authorized by the Supervisor, who will make it certain that it is safe to do so.

(v) Metro Employees and Authorized Contractor's Representatives –

Shall not hang upon or lean on the sides of Moving Vehicles.

Shall not lean against the Standing Vehicle or Equipment

Shall not board or alight on / from any Moving Vehicle.

DGM/TO DGM/O/I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

(vi) In IB, Movement of any Self-propelled (OHE / Non-OHE) or Non- self-propelled Vehicle (including Lorry, Trolley. Etc.) is strictly prohibited.

6. POWER BLOCK:

(A) Granting Power Block:

On the basis of 'Weekly General Order', the TPC shall grant the Power Block to the authorized DMRC Staff, as per Procedure in vogue. In any case, the Power Block shall be granted by TPC only after obtaining Confirmation from the Traffic Controller, duly obtaining his Signature in the Register meant for the purpose. Traction Power Controller shall thereafter confirm the same, under Acknowledgement, to TC.

(B) Power Block Coordination between Traction Power Controller & Traffic Controller:

The Traction Power Controller shall maintain a Register & shall obtain the Signature from the Traffic Controller, as Acknowledgement:

(i) Before granting the Power Block.
(ii) After granting the Power Block.
(iii) Before cancelling the Power Block.
(iv) After cancelling the Power Block.

Any alteration in the Power Block or any contemplated Train Movement, prior to the grant of Power Block, shall be advised by Traffic Controller to the Traction Power Controller, by duly signing in the Traction Power Controller Register.

Only after obtaining Confirmation from the Traffic Controller, duly obtaining his Signature in the Register, the Traction Power Controller shall grant Power Block & confirm the same, under Acknowledgement, to TC/OCC.

If, because of any reason, the Traction Power Controller is not in a position to grant 'Power Block', he shall cancel the 'Power Block' and accordingly intimate to the Traffic Controller, duly taking his Signature for Acknowledgement.

(C) Cancellation of Power Block:

Power Block is to be cancelled by Traction Staff after ensuring that all Shadow Power Blocks, authorized by him are cancelled.

Traction Staff shall inform the Traction Power Controller by a Message duly exchanging Private Numbers that all Shadow Power Blocks have been cancelled, all Men, Materials, Equipments, Tools & Plants and temporary Earths have been removed & all the working parties have been informed that OHE is now going to be energized, OHE is fit for the Restoration of the Power Supply & fit for the Electric Traffic.

After obtaining the Message for Cancellation of Power Block from the Traction Staff to whom the Power Block was granted by Traction Power Controller, the Traction Power Controller shall inform the Traffic Controller that the concerned Power Block has now been cancelled & OHE is going to be energized as per Procedure, duly obtaining the Signature of the Traffic Controller as Acknowledgement in the Register meant for the purpose.

DGM/TS DGM/OS DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

Before giving Acknowledgement to TPC, the TC shall ensure that all PTWs, issued for work under the Provision of Power Block / Shadow Power Block have been cancelled.

After the enerzisation of the OHE, the Traction Power Controller shall confirm the same immediately to the Traffic Controller in writing and take his Acknowledgment in the Register.

7. SHADOW POWER BLOCK:

For any kind of work where exists a possibility that Men, Material, Equipment or Tools & Plants may infringe '2' m radius from OHE, the same must be undertaken under the Provision of 'Shadow Power Block'.

It must be noted & ensured by all concerned that no work shall be undertaken by any Staff with in '2' m of OHE without ensuring the implementation of 'Shadow Power Block'.

A 'Check List' to be filled by the Station Controller every time of taking / cancelling a 'Shadow Power Block' is placed at **Annexure 'E'**.

A 'Check List' to be filled by Traction Staff every time of granting / cancellation of 'Shadow Power Block' is placed at **Annexure 'F'**.

Procedure for award of Competency Certificate to Station Controller for applying Discharge Rods & the Procedure for Maintenance of Discharge Rods is placed at **Annexure 'L'**.

Types of Shadow Power Block:

(i) Shadow Power Block to Station Controller:

Shadow Power Block to Station Controller can be given by the Traction Staff (who has already taken the Power Block), as per approved Schedule of Shadow Power Block, for Activities such as Roof Cleaning, PD Work, Telecom. Work, E&M Work or Protection of any other Maintenance / Project Activity in Platform Area within the Working Zone of '2' m from OHE. Station Controller, having valid Competency Certificate, shall provide the Discharge Rods as per prescribed Procedure in vogue and confirm the same to Traction Staff.

(ii) Shadow Power Block to PSI Supervisor:

Shadow Power Block to PSI Supervisor can be given by the Traction Staff (who has already taken the Power Block). PSI Supervisor shall provide the Discharge Rods as per prescribed Procedure in vogue and confirm the same to Traction Staff.

(iii) Shadow Power Block to Supervisors of Other Departments:

Shadow Power Block to Supervisors of other Departments can be given by Traction Staff (who has already taken the Power Block). Discharge Rods, in this case, shall be provided by the OHE Team, as per prescribed Procedure in vogue.

DGM/TD DGM/OL DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

8. STATUS OF THE 'OHE' IN SHADOW POWER BLOCK:

Status of Electrically De-energized OHE shall be ensured in the following manner:

By TPC:

After switching off the OHE, TPC shall check the status of OHE on his Monitor. The Voltage at PT shall be indicated as 0.2 to 0.5 KV. After the provision of Discharge Rods on the OHE, it shall be shown as 0.0 KV on the Monitor. TPC, in this way, can re-confirm the assertion of Traction Staff in regard to the provision of Discharge Rods on the OHE.

The Elementary Section / Line is shown in 'Green' Colour on TPC's Monitor, when the OHE is in charged condition with 25 KV. After switching off the OHE, it becomes 'Red'.

By Traction Staff:

On confirmation of the status of electrically de-energized OHE from the TPC, the Traction Staff shall put the Discharge Rods on the OHE and confirm the same to TPC.

By Station Controller & PSI Supervisor taking Shadow Power Block:

On confirmation of status of electrically de-energized OHE from the Traction Staff (who has taken power block), Station Controller & PSI Supervisor shall provide Discharge Rods on the OHE and inform accordingly to the Traction Staff, who in turn shall confirm the same to TPC.

By Other Supervisors taking Shadow Power Block:

The Supervisors of other departments taking Shadow Power Block shall inform the traction staff who has taken power block to provide Discharge Rods on the OHE. Concerned traction staff shall arrange to provide Discharge Rods on the OHE, confirm from TPC regarding 0.0 Kv voltage and inform accordingly to the concerned supervisor availing shadow power block under exchange of private numbers.

9. PROCEDURE OF GRANTING & CANCELLING 'SHADOW POWER BLOCK':

(A) Granting of Shadow Power Block to EPIC / Sub-EPIC (other than SC):

Supervisors nominated as EPIC in the weekly general order to get the 'Shadow Power Block' shall contact the Traction Staff, nominated for handling the 'Power Block'. On getting confirmation of the status of electrically de-energized OHE from TPC / Traction Official who has taken the 'Power Block', the Traction staff shall put the Discharge Rods on OHE and intimate the same, under the exchange of Private Numbers / in writing, to the EPIC / Sub-EPIC, taking the 'Shadow Power Block'.

Station Controller (SC), before granting the PTW to these Supervisors, shall reconfirm from the Traction Staff who has taken power block, under the exchange of Private Numbers, that the OHE is de-energized electrically and that the requisite Discharge Rods have been put by him on the OHE.

DGM/TO DGM/OHE DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

(B) Granting of Shadow Power Block to SC:

After obtaining OHE Power Block from Traction Power Controller and confirming the Status of Electrically De-energized OHE, the Traction Staff who has been granted the Power Block by TPC shall inform on duty Station Controller, under exchange of Private Numbers, that 'UP & DN' Main Line OHE From ---------- to ---------- Section has been made de-energized. He shall permit him to provide Discharge Rods on 'UP & DN' Main Lines at either end of ---------- Station Platform for carrying out his Work.

Traction Staff shall also direct the Station Controller to confirm the provision of Discharge Rods on the OHE, prior to starting of the Work.

SC shall confirm the following to Traction Staff, under the exchange of Private Numbers:

'Your Message regarding electrically de-energized OHE of 'UP & DN' Main Lines From ---------- to ---------- Section has been noted. I am going to provide Discharge Rods on UP & DN Main Lines at either end of ---------- Station Platform. Entry to this effect shall also be made in Message Sent / Received Book by each party in the requisite Format (**Annexure 'H'**)'.

After providing the Discharge Rods, SC shall confirm the same to Traction Staff who after reconfirming the OHE Status from TPC, shall grant 'Shadow Power Block' to SC, mentioning the Time Duration thereof, under the exchange of Private Numbers / in writing.

Only after obtaining the 'Shadow Power Block' from the Traction Staff, the on duty Station Controller shall grant 'Permit to Work' to EPIC/IC as per extant procedure for any Activity within the Platform Area, such as PD Work,/ Telecom Work / E&M Work..

In case of Roof Cleaning at the Station, on duty Station Controller shall be the EPIC, who after obtaining the 'Shadow Power Block' from Traction Staff shall grant the 'Permit to Work' to Cleaning Contractor's Representative, ensuring the following:

(i) An Experienced Supervisor has been deployed by the Cleaning Contractor or a Supervisor from DMRC is available to supervise the Cleaning Work.

(ii) In the vicinity of OHE, only 4-leg Ladder in good condition shall be used, which has to be secured well before the commencement of the Work. In no case, Ladder shall fall over the OHE. In case of Wheeled Ladder, the Wheels shall be disabled before the commencement of the Work.

(iii) High-rise Telescopic Mops shall not be used in the vicinity of OHE.

(ii) PPE, where applicable, shall be used.

SC shall also obtain an Acknowledgement of the concerned Supervisor of the Cleaning Contractor / DMRC to ensure the above, before the commencement & during the process of Work.

DGM/TO DGM/O/I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

(C) Cancellation of Shadow Power Block by EPIC / Sub-EPIC (other than SC):

On completion of the Work, EPIC shall remove all Men, Materials, Equipments, Tools & Plants from the work place and inform the same under exchange of Private Numbers to the Traction Staff who has granted the 'Shadow Power Block'. Traction Staff shall ascertain that no further need exists for Discharge Rods and then deploy the same person who provided the Discharge Rods, to remove them. This Person shall reconfirm that all Men, Materials, Equipments, Tools & Plants have been removed from the work place, and there are no infringements to OHE and then only remove the Discharge Rods from the OHE and intimate the same, under the exchange of Private Numbers to the Traction Staff who had taken the Power Block from TPC. This shall be treated as the Cancellation of the 'Shadow OHE Power Block'.

(D) Cancellation of Shadow Power Block by SC:

In case of Roof Cleaning at Station, on completing the work, the Authorized Representative of the Cleaning Contractor shall remove all Men, Materials, Equipments, Tools & Plants and inform the same to the on duty Station Controller. On duty Station Controller shall obtain the Acknowledgement of the Authorized Representative of the Cleaning Contractor in that regard. On duty Station Controller shall reconfirm that all Men, Materials, Equipments, Tools & Plants have been removed from the work place.

On duty Station Controller shall also ensure that all PTWs issued by him for work under the provisions of 'Shadow Power Block' have been cancelled. This shall be treated as Cancellation of 'Permit to Work' granted to the Cleaning Contractor or other Contractor or the DMRC Staff.

After cancelling all the PTWs, on duty Station Controller shall inform the Traction Staff who had granted the 'Shadow Power Block' that he is ready to remove the Discharge Rods from the OHE and on getting confirmation from the Traction Staff, he shall remove the Discharge Rods. Station Controller shall then inform the Traction Staff, under the exchange of Private Numbers that all Men, Material, Equipments, Tools & Plants have been withdrawn from the work place & the Discharge Rods have been removed from the OHE. Entry to this effect shall also be made in the Message Sent / Received Book by each party as per the Format placed at **Annexure 'H'**. This shall be treated as Cancellation of the 'Shadow OHE Power Block'. Thereafter, the Station Controller shall cancel the 'Permit to Work', taken for Roof Cleaning, to the Traffic Controller.

10. Management of Engineer's possession (EP):

(i) EPIC / Sub-EPIC along with Gang Members will contact the Station Controllers of the concerned Stations at least 30 minutes in advance for taking possession. They shall enter the Station from the designated Entrance, making entry in the Station Access Register meant for the purpose. Gang Members who have to enter from the Stations, other than that of EPIC / Sub-EPIC shall be accompanied by authorized DMRC Staff (if all the Gang Members are Contractor's Personnel) of the concerned Department. For the purpose of entry / exit, only one manned Access Point will be provided for all concerned during Non-revenue Hours at a Station. The Security Guard deployed at the Access Point shall check the Photo I/Cards of all the Entrants.

DGM/O/I DGM/TO DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

(ii) Station Controller shall confirm from 'Weekly General Order' as well as OCC, under the Exchange of Private Numbers, about the planned EP. If OCC/TC approves the said EP, Station Controller shall issue the 'Permit-to-Work (PTW)' to the EPIC / Sub-EPIC. OCC/TC shall coordinate with different Stations and approve first PTW, under the exchange of Private numbers with the concerned SC. Subsequent PTWs under similar conditions i.e. under Power Block / Shadow Power Block or without Power Block, strictly as per 'Weekly General Order', may be permitted by the SC. PTW Format is placed at **Annexure – 'A'**. In the PTW, the Nature of Work, Location and Name of Gang Members shall be clearly mentioned.

(iii) EPIC / Sub-EPIC will provide in advance a list of the Gang Members, duly furnishing the details as per **Annexure – 'A1'**. their Names & Designations and their Equipment to all the Stations from where the Gang has to enter the Section for the EP & also from where they have to exit in the Proforma at Annexure-'G' along with Permit to Work Request. Before entry into the Section, EPIC / Sub-EPIC shall ensure that all the Gang Members including him are protected with Personal Protection Equipments (PPE) & have the requisite equipment for Mobile Communication. After getting confirmation in writing on the 'Permit to Work' by EPIC / Sub-EPIC, entry will be permitted by the respective Station Controller. The entry / exit of EPIC / Sub-EPIC along with all other Gang Members will be recorded in a Register maintained for the purpose of Station Access during Non-revenue Hours. All Gang Members along with EPIC / Sub-EPIC will be responsible for their Safety & observe all the prescribed Safety Rules & Regulations during the course of work.

(iv) If some of the Gang Members are entering from the Station other than that of EPIC / Sub-EPIC, the Station Controllers of other Stations from where the remaining Gang Members intend to enter the Section shall contact the SC of PTW issuing Station and seek details under the exchange of Private Numbers regarding Names of Gang Members furnished by the EPIC / Sub-EPIC and record these details in the Possession Register. SC shall then allow them to enter the desired Section conveying the same to OCC, and maintaining a Name & Time-wise Record.

(v) Permit to Work (Performa at **Annexure – 'A'**) will only be granted to EPIC / Sub-EPIC from the Station from where he is entering the Section. For other Gang Members entering from other Stations for the same EP, no separate Permit to Work shall be issued. However, Station Controller of other Stations will verify from OCC about the approval of the EP under the Exchange of Private Numbers.

(vi) Normally, the Exit Station for the Gang Members will be from the Station mentioned in the 'Permit to Work'. However, in emergent circumstances, the Exit Point may vary. The responsibility of ensuring that all the Gang Members have exited should be with the concerned EPIC / Sub-EPIC. The Gang Members shall speak to EPIC / Sub-EPIC on phone from the Station & confirm the same. The Station Controller will permit the use of Station Phone for this purpose.

(vii) An Area under the Engineer's Possession shall be the sole Responsibility of the Engineering Official-in-Charge and all Issues of Safe Working within that Area, including the Movement of Trains, if any, shall be his Responsibility.

(viii) If more than one Maintenance Agency is working within the same EP, the EPIC shall be responsible for coordination of the Work of all Units. During the Work, Granting &

Cancellation of Shadow Block shall be with the EPIC & Sub-EPICs. However, they will be assisted by their respective Controllers, within the said EP. This will be notified in the 'Weekly General Order', issued by OCM specifying the EPIC & Sub-EPICs, with the approval of the Executives of their Departments. However, for the purpose of Permission at Site, the EPIC will be overall responsible & give this Permission to the Sub-EPICs (i.e. other Maintenance Agencies) for the work. Authorisation Performa for the Sub-EPIC is at **Annexure - 'I'**.

(ix) For the Permit to Work, requiring Discharge of OHE (Power / Shadow Power Block) (to be issued by OHE Wing of O&M), further 'Authorisation / Permission' shall be issued by the competent Traction Staff availing the Power Block from TPC at nominated Places / Stations of each Line to the concerned EPIC, duly indicating the OHE Mast Numbers between which the concerned Wing is permitted to work. Station Controllers only after verifying the said 'Authorisation / Permission' shall permit them as EPIC / Sub-EPIC.

(x) For Permit to work requiring issuing of 'Point Machine Manual Operation Key (EKT- Key) along with Crank Handle' to EPIC / Sub-EPIC (to be issued by on Duty Station Controller), the request to issue such Point Machine Manual Operation Key (EKT- Key) along with Crank Handle shall be given in writing by EPIC / Sub-EPIC in the requisite Performa at **Annexure – 'A'**.

The on Duty Station Controller, on receiving such a request from EPIC / Sub-EPIC, shall make necessary entries for issuing of Key and Crank Handle in the Possession Register of the Station. Before actually issuing the Key and Crank Handle to EPIC / Sub-EPIC, he shall also make an endorsement in the (Performa at **Annexure – 'A'**) about making of the entry in the Possession Register and the issuing of Key and Crank Handle to the EPIC / Sub-EPIC.

When the EPIC / Sub-EPIC cancels the 'Permit to Work', Point Machine Manual Operation Key (EKT- Key) along with Crank Handle shall be returned to the Station Controller of issuing Station by him. The same shall be acknowledged by the on Duty Station Controller by making an endorsement in the Performa for Cancellation of Engineer's Possession / Permit to Work (**Annexure – 'B'**) and making corresponding entry in the Possession Register of the Station.

(xi) Only for the movement of OHE Vehicles, the TPC of the concerned Line will be EPIC / Sub-EPIC, in case Sr. Maintainer / JE / Senior Supervisor is not available on the Vehicle. 'Permit to Work' shall be granted to the TPC of the respective Line at the OCC by the TC of the concerned Line (if TPC is EPIC / Sub-EPIC) only for movement of vehicle in mainline. For Test Trains / Trial Runs, EPIC / Sub-EPIC shall be JE or of higher Rank from the concerned department and shall be mentioned in the 'Weekly General Order'. The OCC shall advise the SCs of the Section accordingly.

(xiii) Station Controllers shall maintain a Record of the Timings at which various EPICs / Sub-EPICs along with their respective Gang Members have entered the Sections for availing of the EP. All the details of the Work Team along with the Timings of their entry / exit shall be recorded in the Possession Register.

(xiv) Any abnormality, which requires the extension of EP, is to be immediately informed by EPIC / Sub-EPIC to the OCC & Station Controller concerned for further necessary action in advance.

DGM/TO DGM/O/I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

(xv) After the completion of work, the EPIC / Sub-EPIC shall clear the Section of Men & Materials, Tools & Plants, Equipments and all the Infringements and cancel the EP by submitting a Request Form (**Annexure – 'B'**) for Cancellation to the concerned Station Controller. The EPIC / Sub-EPIC will also undertake the Responsibility of Clearance of all the Gang Members mentioned in his request while entering the Section (irrespective of their Entry and Exit Points). In case where the TPC is EPIC / Sub-EPIC, the same will cancel the EP with the TC of the concerned Line. Sub-EPIC, if any, has to cancel his Sub-EPIC Authorisation to the EPIC in the Performa at **Annexure – 'J'**. Sub-EPIC shall cancel the PTW only after cancelling the Sub-EPIC Authorisation with the EPIC. EPIC shall finally cancel the EP, after receiving the Confirmation from the Sub-EPIC.

(xvi) PTW Issuing and Cancellation Stations may be different. However, the same shall be mentioned by EPIC/Sub EPIC in the PTW at the time of issuing of PTW. PTW Issuing SC shall inform SC of Station where PTW is intended to be cancelled giving complete details. Both the SCs shall make corresponding entries in Engineers Possession Register. After the PTW has been cancelled, the SC of PTW Cancelling Station shall inform the SC of PTW Issuing Station giving complete details, under the exchange of Private Numbers. In this case PTW Cancellation to the OCC/TC shall be given by the PTW Issuing station SC.

(xvii) No EP will be treated as cancelled until the Cancellation request in the requisite Performa (**Annexure – 'B'**) is submitted at the concerned Station / OCC by EPIC / Sub-EPIC. PTW (**Annexure – 'A'**) must be produced in original to on duty SC at the time of PTW Cancellation. Only the same Person to whom the PTW was issued is authorised to cancel the PTW. However, in unavoidable circumstances the Person, authorized as per Procedure and having Written Authorization from the EPIC/Sub EPIC to whom the PTW was issued, may cancel the PTW with the coordination of concerned Controller in OCC.

(xviii) Station Controller, after acknowledging the Cancellation Forms (Annexure – 'B') for all PTWs issued at his Station shall inform the OCC/TC, under the exchange of Private Numbers, regarding Cancellation of EP. This shall be treated as Cancellation of EP.

(xix) OCC, before acknowledging the Cancellation of Power Block with TPC, must ensure that all the EPICs / Sub-EPICs have submitted their Cancellation Forms at their respective exiting Stations and all the concerned Station Controllers have confirmed the same.

(xx) Movement of other than Self-propelled Vehicles like Dip Lorry, which don't have efficient Brakes & may go out of control shall be accompanied by sufficient number of persons, so that an eventuality is handled properly. Even the Section of such a Block, where Dip Lorry has to work shall be a longer one i.e. between at least two Stations.

(xxi) It must be ensured that no Staff is permitted to work in an Area, where a Vehicle has been permitted to move / operate to avoid possibility of any Staff being hit by the Moving Vehicle.

(xxii) Other than Metro Employees, no one shall not be permitted to enter the Right of Way, unless they have been:

a) Authorized by the Competent Authority.
b) They have signed an Indemnity Bond in the Performa (**Annexure – 'G'**).

DGM/TO DGM/O&I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

c) All O&M Contractors' Staff, who are required to enter the Right of Way, shall need to be covered by a general Indemnity Bond or a general provision in the Contract indemnifying DMRC of all consequences during such visits.

11. Management of Integrated Block (IB):

(i) Integrated Block (IB) shall be notified in the 'Weekly General Order' issued by OCM. Only in case of extreme Emergency, the request for an un-scheduled IB shall be considered and while accommodating such Requests, every Care shall be taken to ensure that IB already granted is not cancelled.

(ii) The period & the Area of the IB shall be so earmarked that there is no concurrent Engineer's Possession to cause conflict & affect the Safety of Persons.

(iii) In IB, movement of any Self-propelled Vehicle (OHE/Non OHE) or Non-self-propelled Vehicle (including Lorry, Trolley etc.) is strictly prohibited.

(iv) EPIC / Sub-EPIC along with Gang Members will contact the Station Controllers of the concerned Stations at least 30 minutes in advance for taking Possession. They shall enter the Station from the designated Entrance making entry in the Station Access Register meant for the purpose. Gang Members who have to enter from the Stations, other than that of EPIC / Sub-EPIC shall be accompanied by authorized DMRC Staff (if all the Gang Members are Contractor's Personnel) of the concerned Department. For the purpose of entry / exit, only one manned Access Point will be provided for all concerned during Non-revenue Hours at a Station. The Security Guard deployed at the Access Point shall check the Photo I/Cards of all the Entrants.

(v) Station Controller shall confirm from 'Weekly General Order' as well as OCC, under the Exchange of Private Numbers, about the planned IB. If OCC/TC approves the said IB, Station Controller shall issue the 'Permit-to-Work (PTW)' to the EPIC / Sub-EPIC. OCC/TC shall coordinate with different Stations and approve first PTW, under the exchange of Private numbers with the concerned SC. Subsequent PTWs under similar conditions i.e. under Power Block / Shadow Power Block or without Power Block, strictly as per 'Weekly General Order', may be permitted by the SC. PTW Format is placed at **Annexure – 'A'**. In the PTW, the Nature of Work, Location and Name of Gang Members shall be clearly mentioned.

(vi) EPIC / Sub-EPIC will provide in advance a list of the Gang Members, duly furnishing the details as per **Annexure – 'A1'**. their Names & Designations and their Equipment to all the Stations from where the Gang has to enter the Section for the IB & also from where they have to exit in the Performa at Annexure-'G' along with Permit to Work Request. Before entry into the Section, EPIC / Sub-EPIC shall ensure that all the Gang Members including him are protected with Personal Protection Equipments (PPE) & have the requisite equipment for Mobile Communication. After getting confirmation in writing on the 'Permit to Work' by EPIC / Sub-EPIC, entry will be permitted by the respective Station Controller. The entry / exit of EPIC / Sub-EPIC along with all other Gang Members will be recorded in a Register maintained for the purpose of Station Access during Non-revenue Hours. All Gang Members along with EPIC / Sub-EPIC will be responsible for their Safety & observe all the prescribed Safety Rules & Regulations during the course of work.

(vii) If some of the Gang Members are entering from the Station other than that of EPIC / Sub-EPIC, the Station Controllers of other Stations from where the remaining Gang Members

intend to enter the Section shall contact the SC of PTW issuing Station and seek details under the exchange of Private Numbers regarding Names of Gang Members furnished by the EPIC / Sub-EPIC and record these details in the Possession Register. SC shall then allow them to enter the desired Section conveying the same to OCC, and maintaining a Name & Time-wise Record.

(viii) Permit to Work (Performa at **Annexure – 'A'**) will only be granted to EPIC / Sub-EPIC from the Station from where he is entering the Section. For other Gang Members entering from other Stations for the same IB, no separate Permit to Work shall be issued. However, Station Controller of other Stations will verify from OCC about the approval of the IB under the Exchange of Private Numbers.

(ix) Normally, the Exit Station for the Gang Members will be from the Station mentioned in the 'Permit to Work'. However, in emergent circumstances, the Exit Point may vary. The responsibility of ensuring that all the Gang Members have exited should be with the concerned EPIC / Sub-EPIC. The Gang Members shall speak to EPIC / Sub-EPIC on phone from the Station & confirm the same. The Station Controller will permit the use of Station Phone for this purpose.

(x) No OHE Power Block / Shadow Power Block shall be required for any Maintenance Work on Signals, Points, Track Circuits, PIDS, PAS, Clocks or any other S&T Equipments on Station / Outdoor / Viaduct if either they do not come within a radius of '2' m from OHE or, are well protected by protective Earthed Mesh (Screen). However, dismantling of complete Signal Unit from the Signal Post, if protected by Earthed Mesh (Screen), shall require Power / Shadow Block.

(xi) If one Department requires Power / Shadow Power Block in the same direction where other (s) do not require it, the granting of PTW to the Departments which do not require Power / Shadow Power Block shall not be delayed on account of the Last Train not reaching its final Destination or for OHE Shutdown (Power Block) in the Section. It shall be granted as soon as the Last Train clears the Section, mentioned in the PTW.

(xii) The EPIC applying for the PTW to work in 'OHE Charged' condition shall give his / her request in writing to the SC of the Station where he / she intends to work, specifically mentioning that his / her work does not require the OHE to be in 'Discharged' Condition and that he / she is having the Competency to carry out the intended work in 'OHE Charged' Condition. The SC shall ensure the receipt of such a request in writing, shall verify the same from 'Weekly General Order', and then only grant the PTW in 'OHE Charged' Condition, to the said EPIC, with the permission from OCC.

(xiii) For the Permit to Work, requiring Discharge of OHE (Power / Shadow Power Block) (to be issued by OHE Wing of O&M), Permission shall be issued by the competent Traction Staff availing the Power Block from TPC at nominated Places / Stations of each Line to the concerned EPIC/Sub-EPIC, duly indicating the OHE Mast Numbers between which the concerned Wing is permitted to work. Station Controllers only after verifying the said Permission shall permit them as EPIC / Sub-EPIC.

(xiv) For Permit to work requiring issuing of 'Point Machine Manual Operation Key (EKT- Key) along with Crank Handle' to EPIC / Sub-EPIC (to be issued by on Duty Station Controller), the request to issue such Point Machine Manual Operation Key (EKT- Key)

DGM/TC DGM/OHE DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

along with Crank Handle shall be given in writing by EPIC / Sub-EPIC in the requisite Performa at **Annexure – 'A'**.

The on Duty Station Controller, on receiving such a request from EPIC / Sub-EPIC, shall make necessary entries for issuing of Key and Crank Handle in the Possession Register of the Station. Before actually issuing the Key and Crank Handle to EPIC / Sub-EPIC, he shall also make an endorsement in the (Performa at **Annexure – 'A'**) about making of the entry in the Possession Register and the issuing of Key and Crank Handle to the EPIC / Sub-EPIC.

When the EPIC / Sub-EPIC cancels the 'Permit to Work', Point Machine Manual Operation Key (EKT- Key) along with Crank Handle shall be returned to the Station Controller of issuing Station by him. The same shall be acknowledged by the on Duty Station Controller by making an endorsement in the Performa for Cancellation of Permit to Work (**Annexure – 'B'**) and making corresponding entry in the Possession Register of the Station.

(xv) OCC/TC shall also maintain a Record of the Timings at which various EPICs / Sub-EPICs along with their respective Gang Members have entered the Sections for availing the IB. A Control Chart may be used for recording all Entries / Exits, Area of Work and Duration & Timings thereof. Recording may be done in different colours for clarity for each Department, viz. Signalling & Telecommunications, Civil, Track & Structures and Traction & OHE etc.

(xvi) Station Controllers shall maintain a Record of the Timings at which various EPICs / Sub-EPICs along with their respective Gang Members have entered the adjoining Sections for availing the IB. All the details of the Work Team along with the Timings of their entry / exit shall be recorded in the Possession Register.

(xvii) Any abnormality, which requires the extension of IB, is to be immediately informed by EPIC / Sub-EPIC to the OCC & Station Controller concerned for further necessary action in advance.

(xviii) After the completion of work, the EPIC / Sub-EPIC shall clear the Section of Men & Materials, Tools & Plants, Equipments and all the Infringements and cancel the PTW by submitting a Request Form (**Annexure – 'B'**) for Cancellation to the concerned Station Controller. The EPIC / Sub-EPIC will also undertake the Responsibility of Clearance of all the Gang Members mentioned in his request while entering the Section (irrespective of their Entry and Exit Points). In case where the TPC is EPIC / Sub-EPIC, the same will cancel the PTW with the TC of the concerned Line. Sub-EPIC, if any, has to cancel his Sub-EPIC Authorisation to the EPIC in the Performa at **Annexure – 'J'**. Sub-EPIC shall cancel the PTW only after cancelling the Sub-EPIC Authorisation with the EPIC. EPIC shall finally cancel the PTW, after receiving the Confirmation from the Sub-EPIC.

(xix) PTW Issuing and Cancellation Stations may be different. However, the same shall be mentioned by EPIC/Sub EPIC in the PTW at the time of issuing of PTW. PTW Issuing SC shall inform SC of Station where PTW is intended to be cancelled giving complete details. Both the SCs shall make corresponding entries in Engineers Possession Register. After the PTW has been cancelled, the SC of PTW Cancelling Station shall inform the SC of PTW Issuing Station giving complete details, under the exchange of Private Numbers. In this case PTW Cancellation to the OCC/TC shall be given by the PTW Issuing station SC.

DGM/TO DGM/O/I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

(xx) No PTW will be treated as cancelled until the Cancellation Request in the requisite Performa (**Annexure – 'B'**) is submitted at the concerned Station / OCC by EPIC / Sub-EPIC. PTW (**Annexure – 'A'**) must be returned in original to on duty SC at the time of PTW Cancellation. Only the same Person to whom the PTW was issued is authorised to cancel the PTW. However, in unavoidable circumstances the Person, authorized as per Procedure and having Written Authorization from the EPIC/Sub EPIC to whom the PTW was issued, may cancel the PTW with the coordination of concerned Controller in OCC.

(xxi) Station Controller, after acknowledging the Cancellation Forms (**Annexure – 'B'**) for all PTWs issued at his Station shall inform the OCC/TC, under the exchange of Private Numbers, regarding Cancellation of IB.

(xxii) OCC, before acknowledging the Cancellation of Power Block with TPC, if any, must ensure that all the SCs have confirmed that all the EPICs / Sub-EPICs have submitted their Cancellation Forms at their respective exiting Stations.

(xxiii) No IB shall be treated as 'Cancelled' until every EPIC of the Section or Sections where in the IB had been granted, has submitted his Cancellation Form at the concerned Station and the said Station Controller has confirmed the same.

(xxiv) OCC, before the Onset of Revenue Services, must ensure that all the EPICs have submitted their respective Cancellation Forms at their Exiting Stations and all the SCs have confirmed the same. He will tally the same with his Control Chart as well.

(xxv) Other than Metro Employees, no one shall not be permitted to enter the Right of Way, unless they have been:

(a) Authorized by the Competent Authority.
(b) They have signed an Indemnity Bond in the Performa (**Annexure – 'G'**).
(c) All O&M Contractors' Staff, who are required to enter the Right of Way, shall need to be covered by a general Indemnity Bond or a general provision in the Contract indemnifying DMRC of all consequences during such visits.

12. MANAGEMENT OF MAINTENANCE WORK AT STATION OR VIADUCT:

(A) GENERAL:

(i) Maintenance Work at the Stations or in the Viaducts may be executed / supervised, by the Project Wing or the O&M Wing of DMRC.

(ii) Executives of the concerned Departments shall forward to OCM through concerned Controllers CTPC/TPC/FMC/CSS for Weekly Permissions for the Work to be carried out, duly mentioning the urgency and details of the Work including the Location, Duration & Time of Start, and the Name & Designation of the Authorized DMRC Staff leading the Gang for Supervising / Carrying out the Work.

(iii). OHE Power Block will only be required in case the Working zone is within a radius of 2 m from the OHE. Shadow Power Block in such cases shall also be provided to other Departments, on the request of concerned EPICs.

(iv) In the Permit-to-Work (PTW), the Numbers of DMRC / Contractor Staff to be permitted shall be indicated by the Authorized DMRC Staff.

DGM/To... DGM/O&M DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

(v) During the Non-Revenue Hours, the PTW shall be issued after the Clearance of all Trains from that Section. OHE Shutdown shall be given, if so required.

(vi) The Working Party headed by the Authorized Supervisor / Sr. Maintainer of the O&M Wing, as the case may be, shall report to the concerned Station and apply for PTW in the requisite Performa (**Annexure – 'A'**). SC under the advice of OCC / TC shall approve the same, duly exchanging Private Numbers.

(vii) If PTW is granted to the Supervisor from the Station, where he is entering the Section, no separate PTW will be issued for other Members entering from other Stations for the same Work but the Supervisor will remain within the Jurisdiction mentioned in the PTW along with means of Communication & shall also remain in touch with the respective Control at OCC. However, Station Controllers of other Stations, where other Members intend to enter, shall contact the SC of PTW Issuing Station and seek details, under the exchange of Private Numbers, regarding the Names of the Members furnished by the Supervisor, as per Format provided at **Annexure – 'A1'**, PTW Number, Location, Duration of the Work, and Name & Designation of the Supervisor and record these details in the Possession Register. He shall also verify from the OCC about the Approval of Work and only thereafter allow the Members of the Work Team to enter the Station, maintaining Name & Time-wise Record.

(viii) As far as possible, the Works are to be carried out and completed in Non-revenue Hours. However, if it is in-escapable to carry out or extend the Work during Revenue Hours, then the concerned DGM of the O&M Wing shall confirm to OCM/OCC in writing that the Work can be done during Revenue Hours, does not have any Implication on the Passenger Services & Safety of Passengers and that the Safety of Working Party is not compromised. On receipt of such Certificate, the OCC shall permit the extension of Work Duration in to Revenue Hours. However, all such Works in Public Area shall be securely cordoned off, by the Supervisor handling the Work.

(ix) After Completion of the Work, Supervisor concerned shall ensure that the Work Area / Equipment has been secured properly and the Work Site, where applicable, is safe for Passenger Movement. He shall then cancel the PTW by submitting a Form of Cancellation to the concerned SC. Supervisor concerned shall also undertake the responsibility of clearance of all the Members mentioned in his request while entering the Station (irrespective of their Entry and Exit Points).

(B) For the Works to be done by the Contractor:

(i) Permission to Work at Stations, without affecting Train Operation during Revenue Hours, will be given with the Approval of the concerned DGM of the O&M Wing on the Request Letter of the Contractor.

(ii) Permission to undertake such Works at Station / Equipment Room, which are likely to affect the Train Operation shall be given only during Non-revenue Hrs. Contractor's Request Letter for PTW should be endorsed by the Project Officer indicating the Name & Designation of the Project Supervisor in whose presence the Work shall be carried out. Such Requests should reach the concerned Controller up to 1500 Hrs. of the Day and the concerned Controller, before granting PTW shall obtain the Approval of the concerned DGM of O&M Wing.

DGM/TO DGM/OI DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

(iii) PTW shall not be handed over directly to the Contractor's Personnel and instead shall be given, under Acknowledgement, by the concerned Station Controller to the Supervisor / Sr. Maintainer of the O&M Wing / JE (Project) only.

(iv) The planned Work shall be carried out in the presence of the respective wing Supervisors of Project or O&M Wings.

(v) Changes in the Hardware / Software in the existing System Versions, if any, carried out during the Work, required to remain in Operation must be tested for Normal Working of the System and a Report thereof duly signed by both the Supervisors of the Project and O&M Wings shall be submitted to the concerned Controller, before the start of Revenue Trains.

(vi) In cases of the New Version of Hardware / Software, installed only for the purpose of Testing and Observation, the System shall be tested for Normal Working after reverting back to the Old Version & a Report thereof duly signed by both the Supervisors of the Project and O&M Wings shall be submitted to the concerned Controller, before the Start of Revenue Trains.

(C) For the Works to be done by DMRC Staff:

(i) E&M, S&T and Civil Works of general nature i.e. Maintenance / Repair Works on AC Units, Lighting System, Fans (other than on the Platforms within a radius of 2 m from the OHE or Track), Electrical Distribution System, Fire Fighting Equipment, Clocks, PAS, and Drainage & Sewage etc. can be carried out in Revenue hours. As far as possible, the Supervisor supervising the Work shall ensure that the Public Amenities are not affected and the Barricading / Diversion done shall cause minimum inconvenience to the Public. No PTW shall be required to carry out such Works at Stations.

(ii) In case of the In-house Maintenance at the Platforms within a radius of 2 m from the OHE, the Authorized O&M Supervisor / Sr. Maintainer shall take the PTW from the Station Controllers of the individual Stations. Concerned Station Controllers shall issue the PTW after ensuring that Shadow Power Block is available for such Works.

(iii) All Staff working at the Site shall be responsible for their own Safety and observe all Safety Rules and Regulations during the Course of Work.

(iv) After Completion of the Work, DMRC / Project Staff shall cancel the PTW in the requisite Performa with the SC, who in turn will inform OCC, under the Exchange of Private Numbers.

(v) For the purpose of Maintenance, Repairs, Inspection or Testing of Lifts and Escalators, A/C Units, Lighting System & Fans (other than on Platforms within a radius of 2 m from the OHE or Track), Electric Distribution System, Fire Fighting Equipment, a list of Authorized Contractors Personnel to carry out above Works will be made available to the OCC by the concerned Mgr./AM/E&M.

(vi) OCC/TPC shall inform the concerned SC before the Authorized Contractor's Staff reaches the Station to carry out the Work specified in the PTW. SC will note down the details including the Location, Duration, Time of Start and the Name of the Authorized Supervisor, and Number of Workers etc. in the Station Controller's Diary. In the Underground Section, the Contractor's Staff shall be accompanied by the DMRC Staff

DGM/O/I DGM/TO DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

who will be responsible for Verification of their Identity and the Work to be done by them. In case of any doubt about the Identity of the Contractor's Staff, the same shall be got verified from OCC / TPC. When the concerned Working Party reports to SC, SC will verify their Identity and other details given by OCC / TPC / Supervisor, inform OCC / TC and then only allow the Contractor's Staff to carry out the Work. After Completion of the Work, SC will again inform OCC / TPC about the same.

However, in case the Contractor's Staff is required to visit one Station for once or twice only for a very specific / non-repetitive nature of Work, they need not be issued I. Card by the DMRC, to avoid the misuse later. Such Contractor's Staff shall be accompanied by the DMRC Staff. The Contractor's Staff shall only be allowed to enter the Station by the Station Controller after the Identification of their Identity by the said DMRC Staff accompanying them, either during Non-revenue / Revenue Hours, as the case may be.

(vii) For regular Maintenance in the Equipment Rooms, the concerned Departmental In-charges shall be responsible & no PTW shall be required for the same. Regular Maintenance can be done in Revenue Hours only, if it does not affect the Train Operations / Public Amenities.

(viii) In addition to the above, following Safety Precautions shall always be observed, when the Work is required to be carried out at the Platform Level:

(a) The Work will be carried out maximum up to Hand Railing Level on the Platform Periphery.

(b) No Ladder or Tool more than 45 cm. long (other than Pick-up Rod & Point Machine Rod) shall be used. At all times, a minimum clearance of 2 m shall be ensured from the Live OHE.

(c) All Workmen will remain clear of the Yellow Line on the Platform, towards the Platform Edge.

(d) Concerned Supervisors & all Workmen shall be responsible for their own Safety in case of any eventuality.

(ix) Contractor's Party shall always be accompanied by the DMRC Staff during the period of imposition of Red Alert and heightened Security Situations.

(x) Specimen of ID card to be carried by the Contractor's authorized Working Party is enclosed at **Annexure – 'D'**.

DGM/TO DGM/O/I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

Enclosures:

Annexure 'A': Permit to work.
Annexure 'A1': Gang Members Details (to be filled with PTW).
Annexure 'B': Cancellation of PTW.
Annexure 'C': Possession Register.
Annexure 'D': ID card for Contractor's Staff.
Annexure 'E': Check List for Station Controller (for Taking / Cancellation of Shadow Power Block).
Annexure 'F': Check List for Traction Staff (for Shadow Power Block).
Annexure 'G': Indemnity Bond (To be filled by the Contractual Staff, before entering the Right of Way).
Annexure 'H': Format for Message Sent / Received (for Power Block).
Annexure 'I': Sub-EPIC Authorization.
Annexure 'J': Sub-EPIC Cancellation.
Annexure 'K': Procedure for award of Competency to SC for applying Discharge Rods & Procedure for Maintenance thereof.

DGM/TO DGM/O/E DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

Annexure – 'A'

PERMIT TO WORK

S. No. .....

Station:

Date: ..... **Time:** .....

I ------- (**Name of the Authorised Person**) ----------, **Emp. No.** ----------, **Designation** ----------, **Department** ----------, along with ---------- Number of DMRC / Contractor Staff want to Inspect / Maintain the Area / Equipment ---------- from ---------- Hrs. To ---- ------- Hrs. for ----------

Entry Point: ---------- **Exit Point:** ----------

It is certified that all the Staff including myself are equipped with Personal Protection Equipment (PPE).

Point Machine Manual Operation Key (EKT Key) for Point Nos. ..... along with Crank Handle is **Needed / Not Needed** and may be **Issued / Not Issued** to me.

Signature of the EPIC / Sub-EPIC
Designation: ----------
Date: ----------
Time: ----------

1. The Request for above Work is **Approved / Not Approved.**
2. Point Machine Manual Operation Key (EKT Key) for Point Nos. ..... along with Crank Handle **Issued** to EPIC / Sub-EPIC: **Yes/No.**
3. The corresponding Entry for Issuing of Point Machine EKT Key for Point Nos. .....along with Crank Handle has been made In the Possession Register of Station on **Page No.** ..... at **Serial No.** ------

Private Number –
OCC / Station: ---------- **EPIC / Sub-EPIC:** ----------.

Signature of the Station Controller / Station Manager
Name: ----------
Date:----------
Time:----------

Station Seal

Important to Note:
1. Take all the Safety Precautions during the Work.
2. Keep Sharp Look-out on the Track and of the Train Movements.
3. Only the same person to whom the PTW was issued is authorised to cancel PTW. only in emergent cases person having written authority by EPIC/SUB EPIC/ . may cancel PTW.

DGM/TO DGM/O/I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

Page 1 of 2

Annexure-A1(SC-02 Rev.02)

Sl. No.	Name of Gang Members	Contractor/ DMRC staff	Desg & Emp No. (for DMRC staff) / ID details (for Contractor staff)	Entry Station	Exit Station
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Signature of EPIC/Sub EPIC

PTW Form No.:-
Date:-
Time:-

DGM/TA DGM/O&I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

Annexure – 'B' (SC-02)

S. No. ----------

PROFORMA FOR THE CANCELLATION OF
ENGINEER'S POSSESSION / PERMIT TO WORK / TRAFFIC BLOCK
WITH RESPECT TO PTW NO. ----------

(To be filled in Duplicate)

1. **Name of EPIC/Sub-EPIC: ----------**
2. **Designation: ----------**
3. **Department: ----------**
4. **Date of Cancellation: ----------**
5. **Time of Cancellation: ----------**
6. **Section:** From (Station) ---------- Kms. --------- To (Station) ---------- Kms.----------

I hereby certify that:

(i) All Men & Materials, Tools & Plants and Equipment etc. have been taken out of the section.
(ii) There are no Infringements caused to the Schedule of Dimensions.
(iii) Power Block has been Cancelled, OHE is in the Charged Condition & OHE is also 'Fit' for the movement of Traffic.
(iv) Track is 'Fit' for movement of Traffic.
(v) All S&T Gears/Installations are 'Fit' for movement of Traffic.
(vi) The Point Machine EKT Key for Point Nos. ----------along with Crank Handle is hereby **returned/**was **not issued** to me.

(Strike out whichever is not applicable)

Signature of EPIC /Sub-EPIC
Name: ----------
Designation: ----------

ACKNOWLEDGEMENT OF CANCELLATION:

1. **Station: ----------**
2. **Name of the Station Controller: ----------**
3. **Date of Cancellation: ----------**
4. **Time of Cancellation: ----------**
5. **Private Number of the Station Controller: ----------**
6. **Private Number of Other Station Controller: ----------**
7. **Point Machine EKT Key for Point Nos. ----------** along with **Crank Handle received back/was not issued.**
8. **Entry in Possession Register** for return of Point Machine EKT Key with Crank Handle **is made/not needed.**

(Strike out whichever is not applicable)

Date: ----------
Time: ----------

Signature of Station Controller
Name: ----------

Note: One copy is to be returned to the EPIC / Sub-EPIC for Record.

DGM/TRD DGM/OPT DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

Annexure – 'C' (SC-02)

STATION ACCESS REGISTER (NON-REVENUE HOURS)

SN	Date	Name of the Person	Designation	Address	Contact No.	Time		Purpose of Entry	Signatures	Remarks
						Entry	Exit			

DGM/TO DGM/O/I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

Annexure – 'D' (SC-02)

PHOTO ID CARD FOR CONTRACTOR'S STAFF

NOT FOR TRAVEL

Sr. No.: ----------

Name:
Designation:
Employee No.:
Company Name:
Address: ----------

PHOTO

Mobile. No. of Company's Sup.: ----------

Place of Work (Line/Station): Line: ---------- Station: ----------
Valid From: ---------- To: ----------
Physical Identification Mark: ----------

Signature of Employee: ----------

Signature of Company's Authorized Officer
Name & Designation ----------

Mobile. No.: ----------

Company's Seal

Counter Signature
(DMRC) Officer-in-Charge
Name & Designation

Mobile No.: ----------

DGM/TC DGM/O/I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

Annexure – 'E' (SC-02)

CHECK LIST FOR STATION CONTROLLER
(To be filled by Station Controller every time of Taking / Cancellation of Shadow Power Block)

***Note : Traction Staff should not be below the rank of senior maintainer having competency**

1.	Name of the Station:	----------	
2.	Name of the Station Controller (SC):	----------	
3.	Name of Traction Staff* :	----------	
4.	Shadow Power Block required for: (Tick which ever is applicable)	House Keeping / Telecom. Work / Signal Work / PD Cell / Others (Specify)	
For Taking Shadow Power Block:			
5.	Shadow Power Block demanded at (Date & Time):	Date: ---------- Time: ------- Hrs. ------- Min.	
6.	Private Numbers exchanged between Traction Staff* & SC for permitting to provide Discharge Rods on OHE by the SC:	Private Number of SC:	---------
		Private Number of Traction Staff*	---------
7.	Confirmations by SC that Four Discharge Rods have been provided by him on the OHE.	UP Line: 1. --------- 2. --------- DN line: 1. --------- 2. ---------	
8.	Private Numbers exchanged between Traction Staff* & SC after providing Discharge Rods on the OHE:	Private Number of SC:	---------
		Private Number of Traction Staff* :	---------
		Date: ----------Time: ------- Hrs. ------- Min.	
9.	Date & Time Duration of Shadow Power Block:	From Date: --------- Time:------- Hrs. ------- Min. To Date: ----------Time:------- Hrs. --------- Min.	
10.	Permit to Work (PTW) given by SC to:	1. ---------- 2. ---------- 3. ----------	
For Cancelling Shadow Power Block:			
11.	All PTWs issued by SC Cancelled:	1. Yes / No 2. Yes / No 3. Yes / No	
12.	All Men, Materials & Tools Removed:	1. Yes / No 2. Yes / No 3. Yes / No	
13.	All Discharge Rods from OHE at the Station Removed by the SC:	Yes / No	
14.	Private Numbers exchanged between Traction Staff* & SC for cancellation of Shadow Power Block:	Private Number of SC:	---------
		Private Number of Traction Staff* :	---------
		Date: ----------Time: ------- Hrs. ------- Min.	

(Signature of Station Controller)

DGM/TO DGM/O/I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/BSM

Annexure – 'F'

CHECK LIST FOR TRACTION STAFF*
(To be filled by Traction Staff* every time of
Granting & Cancellation of Shadow Power Block)

Name of the Traction Staff* :..Designation .... Emp. No.-.................Date:-.............................

***Note : Traction Staff should not be below the rank of senior maintainer having competency.**

S.No.	Name of the Station, where Shadow Power Block demanded by SC	Concerned Station Controller		Confirm that SC is having requisite Competency certificate, Please Tick √		Pvt. Nos. exchanged for permitting SC to provide Discharge Rods by Traction Staff*		OHE Location where Discharge Rods to be provided by SC at his Station (East side, West side, North side & South side etc.)		Pvt. Nos. exchanged after providing Discharge Rods by SC		Date & Time of Granting of Shadow Power Block		Pvt. Nos. exchanged between Traction Staff* & SC for Cancellation of Shadow Power Block, confirming Removal of Discharge Rods, all Men & Materials Temporary Earth, if any, by the SC		Date & Time of Granting of Shadow Power Block		Remarks
		Name	Emp. No.	Yes	No	SC's Pvt. No.	Traction Staff* 's Pvt. No.	UP Line	DN Line	SC's Pvt. No.	Traction Staff* 's Pvt. No.	Date	Time (Hrs-Min)	SC's Pvt. No.	Traction Staff* 's Pvt. No.	Date	Time (Hrs-Min)	

(Signature of Traction Staff*)
Date: -----------------------

DGM/TO DGM/O/I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

Annexure – 'G' (SC-02)

DELHI METRO RAIL CORPORATION LIMITED
(A JOINT VENTURE OF GOVERNMENT OF INDIA & GOVERNMENT OF DELHI)

INDEMNITY BOND

I, ---------- , hereby indemnify Delhi Metro Rail Corporation, its Contractors, Representatives and Officials of DMRC from any claim for damages including any loss, injury, fatality or any other risks incidental / arising out of my visit to ---------- ---- for (purpose) ----------.

I hereby further state that no claims / damages, whatsoever, shall be made by myself or my representatives against DMRC on the aforesaid context before any Court / Statutory Authorities.

Signed ----------
Name of the Visitor: ----------
Address: ----------

Witnessed by:

1. Signature of the Witness: ----------

Name: ----------
Address: ----------

Proof of Identification: ----------

2. Signature of the Witness: ----------

Name: ----------
Address: ----------

Proof of Identification: ----------

Time & Date of Entry: ----------.
Time & Date of Exit: ----------.

(To be filled in by DMRC Official)

DGM/T. DGM/Q DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

Annexure – 'H' (SC-02)

PROFORMA FOR EXCHANGE OF MESSAGES

Message Sent / Received

Sender's Name: ---------- Receiver's Name: ----------
Designation: ---------- Designation: ----------
Private No.: ---------- Private No.: ----------
Date & Time: ---------- Date & Time: ----------

Message: ----------

Message Book No.: ----------

DGM/TO DGM/O/I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/B&M

Annexure – 'I' (SC-02)

AUTHORISATION PROFORMA FOR SUB-EPIC

Date: ----------
Location: ----------
Time: ----------

I ---------- **(Name of the EPIC)** ----------, **Emp. No.** ----------
Designation ---------- Department ---------- Authorise ----------
(Name of the Sub-EPIC) along with ---------- Number of DMRC / Contractor Staff to work at the above mentioned Location / Site up to ---------- Hrs. of ---------- (Date).

Signature of the EPIC
Designation: ----------
Date: ----------
Time: ----------

DGM/TO DGM/O/I DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

Annexure – 'J' (SC-02)

CANCELLATION PROFORMA BY SUB-EPIC TO EPIC

Date: ----------

Location: ----------

Time: ----------

I hereby certify that:

(i) All Men & Materials, Tools & Plants and Equipment etc. have been taken out of the section.
(ii) There are no Infringements caused to the Schedule of Dimensions.
(iii) Power Block has been Cancelled, OHE is in the Charged Condition & OHE is also 'Fit' for the movement of Traffic.
(iv) Track is 'Fit' for movement of Traffic.
(v) All S&T Gears/Installations are 'Fit' for movement of Traffic.
(vi) The Point Machine EKT Key for Point Nos. ----------along with Crank Handle is hereby **returned**/was **not issued** to me.

(Strike out whichever is not applicable)

Signature of the Sub-EPIC
Name: ----------
Designation: ----------

ACKNOWLEDGEMENT OF CANCELLATION:

1. **Name of the EPIC:** ----------
2. **Date of Cancellation:** ----------
3. **Time of Cancellation:** ----------

Signature of the EPIC
Name: ----------
Designation: ----------

DGM/TC DGM/P/L DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M

Annexure – 'K' (SC-02)

PROCEDURE FOR AWARD OF COMPETENCY TO SC FOR APPLYING DISCHARGE RODS & MAINTENANCE OF DISCHARGE RODS

A. Procedure for award of Competency to SC for applying discharge Rods

1. Station Controllers, during their Initial Training shall be trained to put and remove Discharge Rod on OHE. Competency Certificate, after their successful Training shall be issued by AM/Manager (Traction) & AM/Manager (Operations) jointly.

2. Refresher Training for this work shall be included in every refresher Training of Station Controllers.

B. Maintenance of discharge rods

1. Discharge Rods shall be handed over to respective Station Controllers, who shall be responsible for their safe Custody .Physical Condition of Discharge Rods shall be monthly checked by OHE Wing.

2. Documentation of the proper upkeep of Discharge Rods shall be kept by OHE Wing, duly counter-signed by respective Station Controllers.

3. Station Controllers shall report for any defect noticed in Discharge Rods to TPC / OHE Wing of respective Lines.

4. Record of Maintenance of Discharge Rods shall be periodically audited by Safety Wing.

5. Following Check List shall be observed for Maintenance of Discharge Rods:

   (i) Check the continuity of Cable connection between the top Clamp and Earthing Clamps.
   (ii) Replace the Cable, if more than 20% Strands are broken.
   (iii) Check the end connections of the Clamps for firmness. Rectify the connection, if so required.
   (iv) Examine the Spring Tension of top Clamp & adjust the same as per requirement.
   (v) Tighten all Nuts & Bolts of Earthing Clamp.
   (vi) Check the Insulation of Cable.

6. SSE / SE / ASE / JE PSI or OHE of respective Lines shall examine the Discharge Rods as per the Check List, given in Para '5' above and maintain the Records in a Register in Token of above Checks.

DGM/O&TO DGM/S&T/III DGM/Track JGM/Traction DGM/C&S JGM/RS DGM/E&M DGM/O/I

No. DMRC/O&M/SC-2 (Rev.02)/CS/2013/

Date: 3 June, 2013

CORRECTION SLIP NO. 01 TO SAFETY CIRCULAR NO. SC-2 (REV.02)

Sub: Correction Slip No. 1 to Safety Circular No. SC-2 (Rev.02)

Find enclosed **Correction Slip No. 1 to Safety Circular No. SC-2 (Rev.02) regarding 'Procedure Order for granting and cancellation of Power Blocks and Permit to work during non-revenue hours', due to enforcement of Metro Railways General Rules, 2013.** This correction slip is to be read in conjunction with SC-2 (Rev. 02). All concerned are to ensure that staff working under them have read and understood the procedure order and assurance is taken.

This issues with the approval of the competent authority.

03/06/13

(Amit Kumar Jain)
DGM/TO

All HODs (O&M)
All Dy HODs (O&M)
OCC/SHPK & OCC/Metro Bhawan,
All DCC, All Crew Controls, All stations & Training Institute

Copy to:
DE, DF, DO, DP, DRS, DW & DBD for kind information please.

Correction Slip No.01 to the Safety Circular (SC) - 02 (Rev.02)

Sub: Correction Slip No.01 to the Safety Circular (SC) - 02(Rev.02) regarding 'Procedure Order for granting and cancellation of power blocks and permit to work during non revenue hours' due to enforcement of Metro Railways General Rules, 2013.

1. This correction slip is to be read in conjunction with Safety Circular 02(Rev.02) regarding 'Procedure Order for granting and cancellation of power blocks and permit to work during non revenue hours'.
2. This Correction Slip has been prepared in view of notification of Metro Railways General Rules, 2013. The references made in terms of Delhi Metro General Rules, 2002 in Safety Circular(SC)-02(Rev.02) regarding 'Procedure Order for granting and cancellation of power blocks and permit to work during non revenue hours,' where applicable, to be read and referred in terms of relevant rules and sub rules of Metro Railways General Rules, 2013.

93

DGM/Q&TO DGM/S&T/III JGM/Tr. DGM/Track JGM/RS/KPD DGM/E&M DGM/C&S

No. DMRC/O&M/SOP/CS-SC/20/10 Date: - 24/07/2020

CORRECTION SLIP No.- 02 TO SAFETY CIRCULAR – 02 (Rev. - 02)

Sub: - Correction slip No. - 02 to SC - 02 (Rev. - 02) regarding Procedure Order for granting and cancellation of power blocks and permit to work during non- revenue hours

Find enclosed Correction slip No. - 02 to SC - 02 (Rev. - 02) regarding Procedure Order for granting and cancellation of power blocks and permit to work during non- revenue hours.

All concerned are to ensure that staff working under them have read and understood the procedure and assurance regarding the same is taken.

This issues with the approval of the competent authority.

Raman G

(Raman Goyal)
JGM/Ops/8

All EDs/ HODs (O&M) and Dean/DMRA
All Dy. HODs (O&M)
OCM/SHPK, OCM/MB-I and OCM/MB-II, Mgr/AM All Lines
All stations, All Crew Controls, All DCC & DMRA

Copy to:-

DO, DP, DE, DF, DRS, DW & DBD for kind information please.

CORRECTION SLIP-02 TO SAFETY CIRCULAR- 02 (REV- 02)

PROCEDURE ORDER FOR GRANTING & CANCELLATION OF POWER BLOCKS AND PERMIT TO WORK DURING NON-REVENUE HOURS

1. This correction slip is to be read in conjunction with Safety Circular-02 (Rev.-02).
2. This correction slip has been prepared to incorporate the necessary changes in the SC-02 (Rev-02).
3. The following Para & Annexure of SC-02 (Rev-02) to be read as under:-

Para	Existing Para	Revised Para
3	**Engineer's Possession In-charge (EPIC):** The Person-in-Charge of Engineer's Possession shall be termed as 'EPIC'. Only DMRC Staff, not below the Rank of Sr. Maintainer having Competency, shall be EPIC.	**Engineer's Possession In-charge (EPIC):** The Person-in-Charge of Engineer's Possession shall be termed as 'EPIC'. (i) For E&M and Civil departments:- Only DMRC Staff, not below the Rank of **Maintainer with minimum 03 years of service** having valid Competency shall be EPIC. (ii) For all other departments except E&M and Civil departments:- Only DMRC Staff, not below the Rank of Sr. Maintainer having valid Competency shall be EPIC.

DGM/O Sr.DGM/TO/I Sr.DGM/Tr Sr DGM/RS Sr DGM/Sig/HQ 17/3/2020 Dy CE/Track-I Dy CE/C&S/II JGM/Safety

JGM/S&T (Tech)

No.DMRC/O&M/SOP/ SC/18/61 Date:- 26/12/2018

SAFETY CIRCULAR - 03 (Rev.-02)

Sub: Joint Procedure Order for Movement of CMV/CTMC on Mainline During Non-Traffic Hours on All Lines.

Find enclosed Safety Circular - 03 (Rev.-02) regarding joint procedure order for movement of CMV/CTMC on mainline during non-traffic hours on all lines.

All concerned are to ensure that staff working under them have read and understood the changes and assurance regarding the same is taken.

This issue with the approval of the competent authority.

(Manish Yadav)
Sr.DGM/O/57

All HODs (O&M)
All Dy. HODs(O&M)
OCC/SHPK & OCC/MB, Mgr/AM Line concerned
All stations, All Crew Controls, All DCC & Training Institute

Copy to:-

DO, DP, DE, DF, DRS, DW & DBD for kind information please.

SAFETY CIRCULAR-03 (Rev.-02)

JOINT PROCEDURE ORDER FOR MOVEMENT OF CMV/CTMC ON MAIN LINE DURING NON-TRAFFIC HOURS ON ALL LINES

This JPO should be read in conjunction with Metro Railways General Rule, 2013 and other relevant rules and procedures in vogue.

1.0 Purpose

The purpose of these instructions is to ensure smooth and safe movement of CMV/CTMC on all main lines and optimise duration of OHE/ROCS maintenance activities during Non- revenue hours.

2.0 Scope:

These instructions are applicable to all O&M staff of DMRC associated with movement of CMV/CTMC and OHE/ROCS maintenance activities.

3.0 General:

All the CMVs/CTMCs (Phooltas & BEML Make) of Line-2, Line-3/4, Line-6, Line-7, Line-8 and APL (where U/G sections are present) are suitable for movement in elevated as well as U/G section with OHE (FOCS/ROCS) in charged condition. In Line-1 & Line-5, no underground section are present. CTMC (Phooltas Make of Line-1) & CMV (BEML make of Line-5) are suitable for movement in charged condition of FOCS.

4.0 Instructions:

The following instructions are issued in continuation with Safety Circulars SC-20 (JPO for movement of various non ATP rail vehicles);

i. CMV/CTMC will be allowed to enter mainline from Depot after ensuring that the last train has cleared the exit signal in direction of intended induction (UP or DN Line) of Depot connecting station and continuing its journey. The last train mentioned here does not refer to the last revenue train but to the last train to traverse on the line which may be a Rusty movement train, defective train moving out of stabling location or a test/trial train.

ii. TC/OCC will protect the Engineers Possession's area by adopting appropriate available means such as applying maintenance blocks, blocking of the relevant routes and locking of relevant signals.

iii. PTW for OHE maintenance work will be issued to TPC of the concerned line by the TC of that line. No separate PTW will be required to be taken from SC for the staff on board CMV/CTMC. However, OHE staff entering from station/s will be required to obtain PTW from the concerned SC as per the procedure in vogue.

iv. Movement of CMV/CTMC from designated siding, if stabled as per para-5 (Night stabling of CMV/CTMC in main line) of this JPO, will be allowed in main line after ensuring that the last train has cleared the exit signal of concerned interlocking station in direction of intended induction. The last train mentioned here does not refer to the last revenue train but the last train to traverse on the line which may be

a Rusty movement train, defective train moving out of stabling location or a test/trial train. The CMV/CTMC In-charge shall ensure that CMV/CTMC is fit to run.

v. An authority to proceed will be issued on Tetra under exchange of Private no. to the authorized person in-charge of the CMV/CTMC by TC/OCC or SC of the concerned interlocking station after ensuring point (i) to (iv) above and after having set proper route for CMV/CTMC. However, CMV/CTMC can be allowed to move up to the foot of concerned depot exit signal, provided no other movement from/to mainlines on the route/track is planned.

vi. After obtaining Authority to Proceed, authorized person in-charge of the CMV/CTMC will ensure that none of the staff gets down from the CMV/CTMC before it reaches the defined section under its Engineers Possession in accordance with the Weekly General Order of the day.

vii. EPIC/CMV in charge will protect the area under EP by appropriate means of protection as per extant procedure & rules. EPIC/CMV in charge will place red banner flags/red lamp on both tracks in both direction at not less than 100 meters from the work site. Red banner flags must have 3-4 inch wide reflective tape stitched diagonally making X mark in centre and along the borders. TC/OCC will also protect the EP area by adopting appropriate available means mentioned at Para 5 (vii) below. The same will also be ensured by TPC in writing from TC. In case TPC is EPIC, TPC will ensure protection through CMV in-charge under exchange of private nos.

viii. Only for the movement of OHE Vehicles, the TPC of the concerned Line may be EPIC / Sub-EPIC, 'Permit to Work' shall be granted to the TPC of the respective Line at the OCC by the TC of the concerned Line (if TPC is nominated as EPIC / Sub-EPIC by concerned wing) only for movement of vehicle in mainline. Until all the conditions for granting PTWs (CMV / patrolling) is not fulfilled, PTW will not be issued.

ix. PTW can be issued if, section lies under jurisdiction of one single traffic controller only. If CMV section/maintenance section lies separately in jurisdiction of two Traffic Controllers, then PTW are required to be issued by Traffic Controllers as per their jurisdiction duly ensuring positive communication and co-ordination amongst themselves. Communication between TPC and SSE/ASE/JE- OHE regarding particulars to be filled in PTW Performa is to be made on Tetra Set.

x. The person in charge of CMV/CTMC shall inform SC of the first station of the defined block section as per Weekly General Order at the time of entering in and exiting out the section under exchange of private number on radio giving details of PTW.

xi. After completion of work TPC will cancel the PTW to concerned TC/s of the line. TC will set the route for CMV/CTMC to enter into depot/designated siding after ensuring that all other blocks of section en-route have been cancelled.

xii. Subject to cancellation of PTWs and clearance of CMV/CTMC from section as mentioned in Para- 3.0 (exceptions) above TPC can charge the OHE/ROCS.

5.0 Night stabling of CMV/CTMC in mainline.

To increase effective maintenance time during block it is desirable to stable CMV/CTMC in the mainline during night.

i. Request for night stabling of CMV will be included in the requisition for Weekly General Order submitted by TPC to Chief Controller.

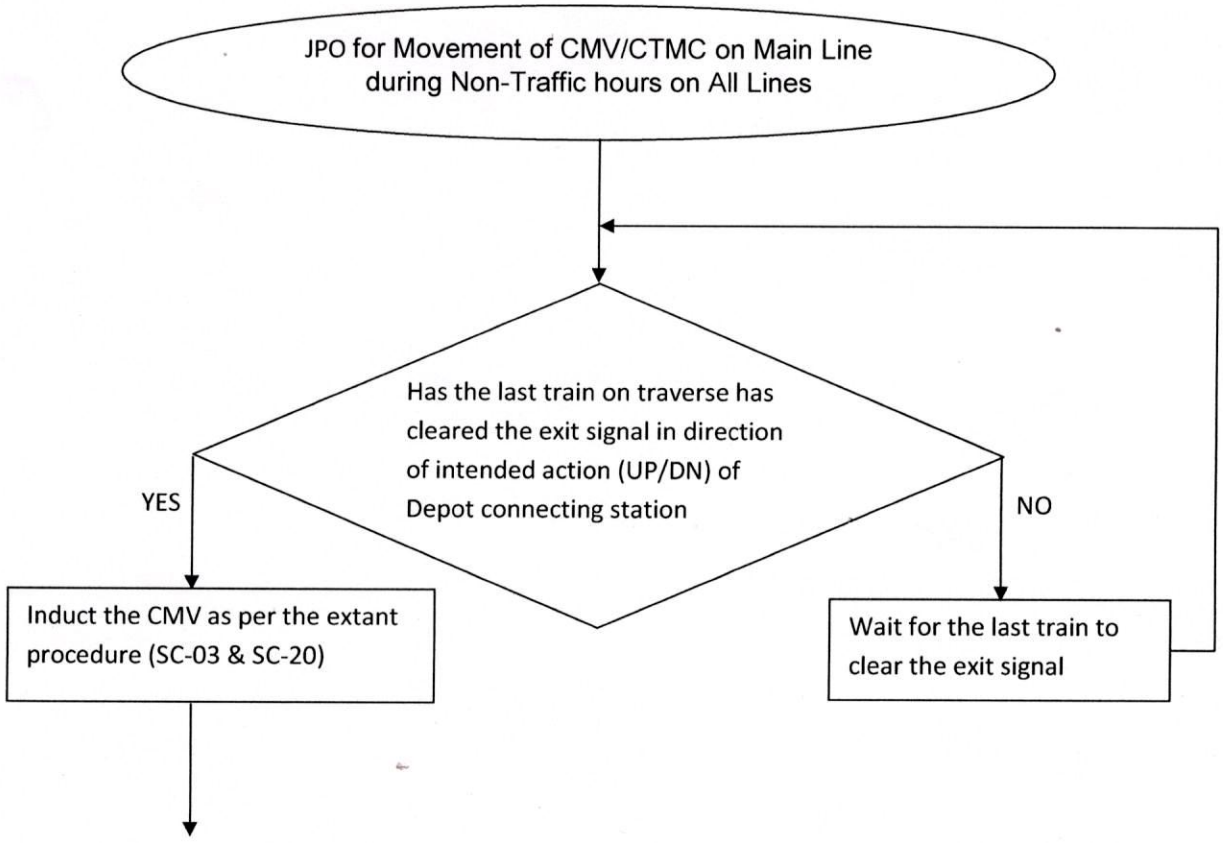
Sr. DGM/O/57 DGM/TO-I JGM/Track DGM/S&T/III Sr. DGM/RS/MKD AGM/E/AEL JGM/Safety

ii. Night stabling of CMV/CTMC will be planned at siding nearest to EP section granted to CMV/CTMC.
iii. CMV/CTMC will be stabled at designated siding on mainline only a day prior to its approved work as per Weekly General Order.
iv. To vacate sidings for night stabling of CMV/CTMC if required then night stabling trains will be sent to depot, if feasible.
v. After stabling of CMV at siding, CMV/CTMC in-charge will ensure that all mechanical/parking brakes are fully applied. He will secure the CMV/CTMC by putting scotch blocks at both sides of wheels at all four end wheels and chain must be tied around scotch blocks on wheels and must be tied with fixed object at track side. A red coloured retro reflective tape not less than (10 cm X 10 cm) – 2 nos shall be pasted at both side of CMV/CTMC and Red banner flags, as described under point (vii) of Para – 4 should be placed from stabled CMV/CTMC at both sides or at entry side in one way sidings.
vi. CMV/CTMC in charge is responsible for securing the CMV and Station Controller of the concerned station will reconfirm that CMV has been properly secured by placing scotch blocks at both sides of wheels at all four end wheels and chain must be tied around scotch blocks on wheels and must be tied with fixed object at track side. CMV/CTMC in-charge will exchange private number with TPC and SC will exchange private number with TC to confirm that CMV/CTMC has been properly secured at siding. AT OCC, TPC will inform TC in writing that CMV has properly secured.
vii. Traffic Controller (TC) or (Station Controller, if control is at local level) will block all possible routes towards siding where CMV/CTMC has been stabled and apply maintenance block in the siding.
viii. Only after ensuring above steps train movement will be permitted in the mainline.
ix. Concerned SC and TC will maintain the log of CMV/CTMC stabling in designated siding.
x. The night stabling of CMV/CTMC should only be considered on terminal sidings or stations where alternate vacant sidings are available (wherever feasible).

29/X/18

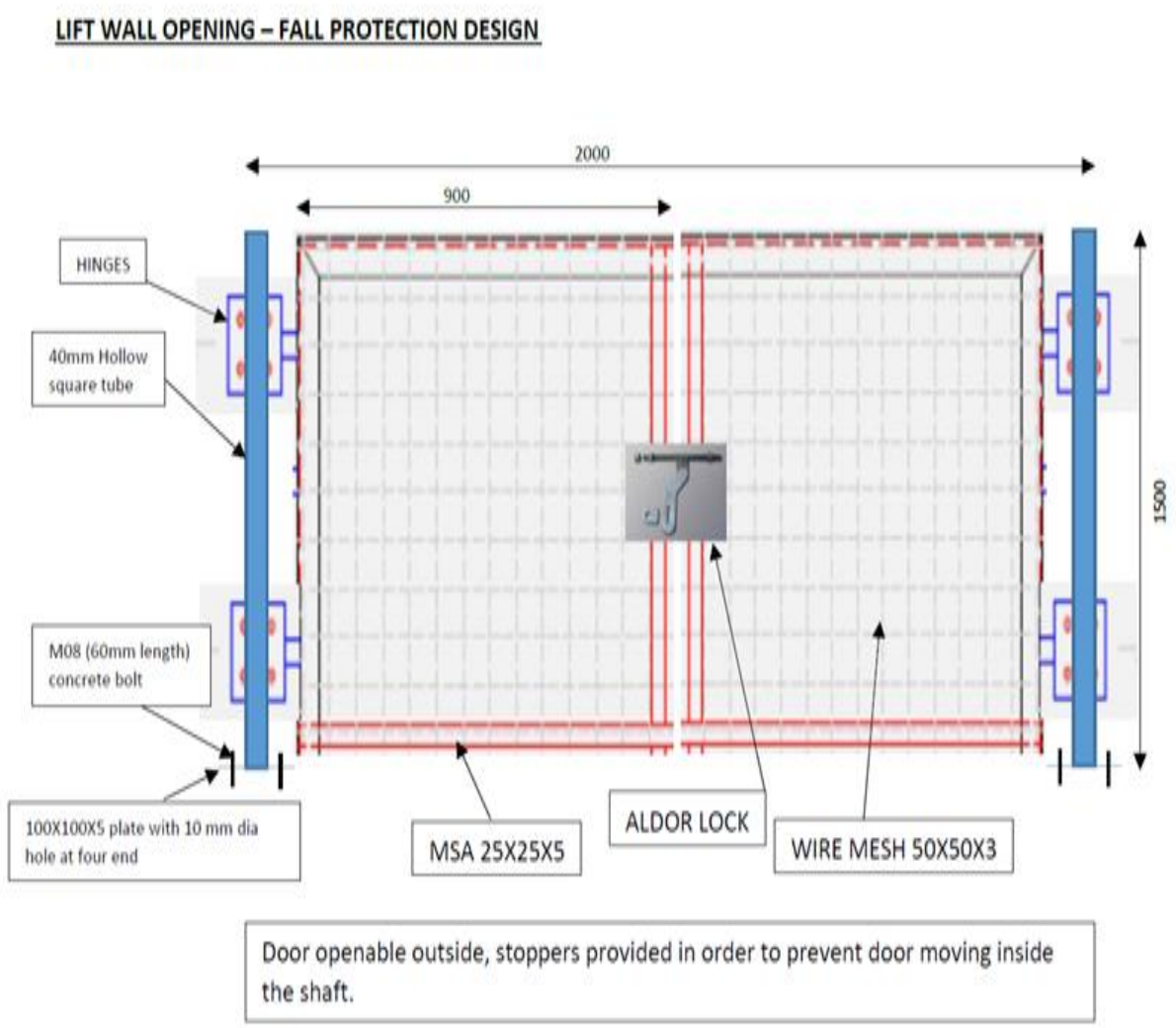
Sr. DGM/O/57 DGM/TO-I JGM/Track DGM/S&T/III Sr. DGM/RS/MKD AGM/E/AEL JGM/Safety

Flow Chart SC-03 (Rev.-02)



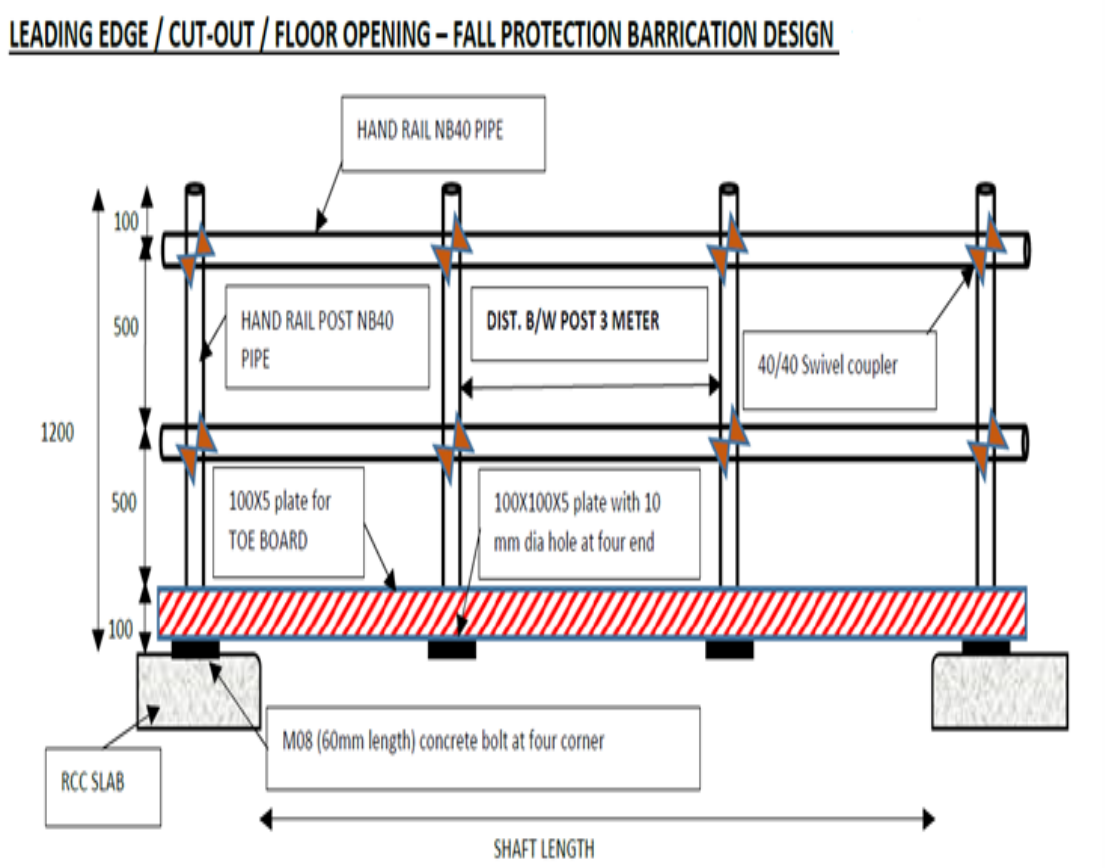
Sr. DGM/O/57 DGM/TO-I JGM/Track DGM/S&T/III Sr. DGM/RS/MKD AGM/E/AEL JGM/Safety

Sample Drawing -1
Fall Protection arrangement for Wall Opening

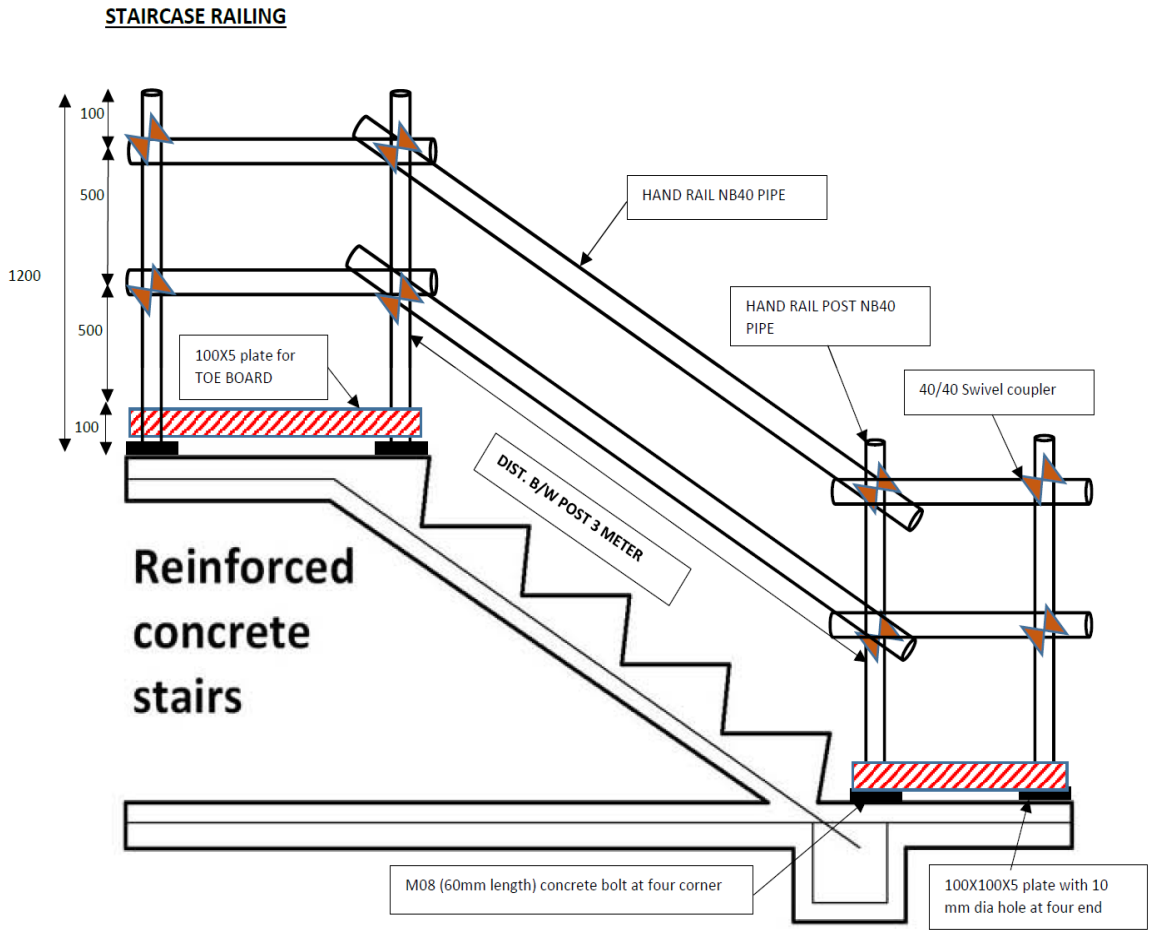


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Sample Drawing -2
Fall Protection arrangement for Edges

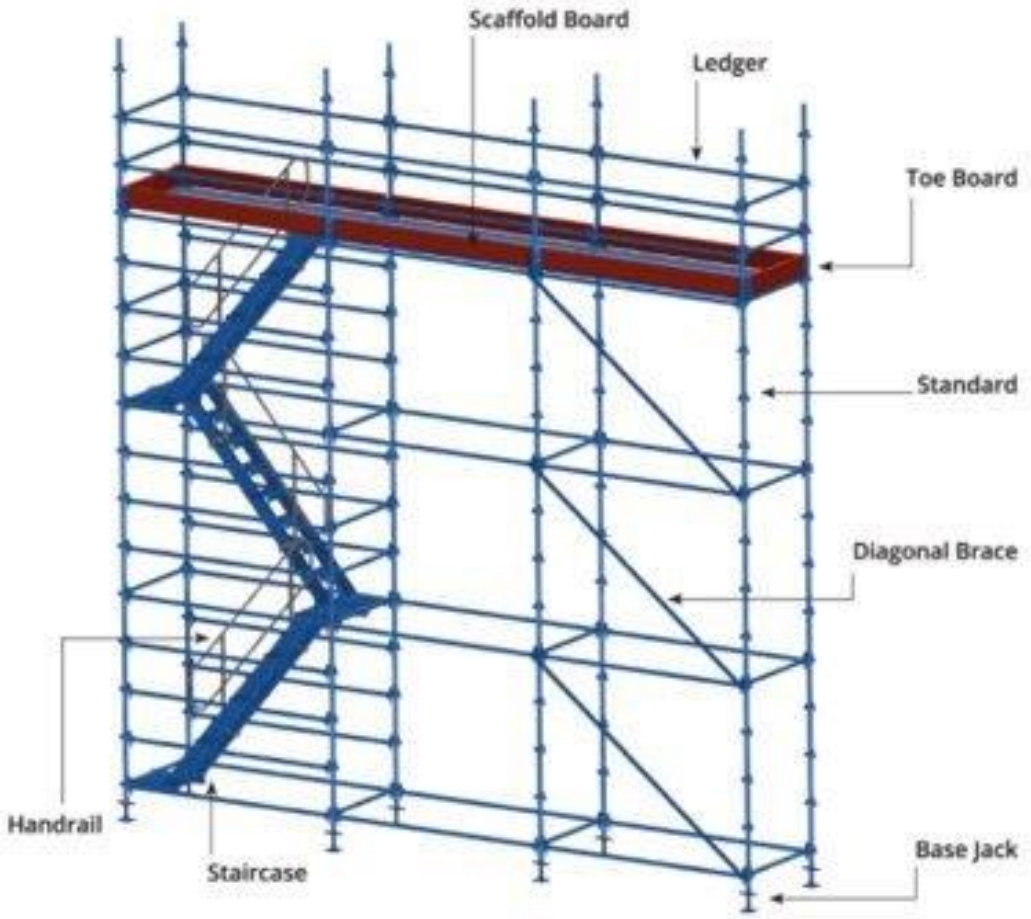


Sample Drawing -3
Fall Protection arrangement for Staircases



Sample Drawing -4

Essential components of Scaffold Working Platform



दिल्ली मेट्रो रेल कॉर्पोरेशन लि०
DELHI METRO RAIL CORPORATION LTD.
(भारत सरकार एंव दिल्ली सरकार का संयुक्त उपक्रम)
(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

MASS RAPID TRANSPORT SYSTEM

SUSPENSION/ BANNING POLICY
(AUGUST' 2019)

DELHI METRO RAIL CORPORATION LTD.
METRO BHAWAN, FIRE BRIGADE LANE,
BARAKHAMBA ROAD, NEW DELHI 110001



PREFACE

1. The need for comprehensive Suspension/ Banning Policy encompassing all relevant matters and guidelines on Banning Business with erring and defaulting Bidder/ Contractor/ Supplier/ Purchaser/ Consultant/ Licensor/ Service Provider/ DMRC approved Sub-contractor/ Vendor of a Contractor has been felt for a long time. Accordingly, the Suspension/ Banning Policy'2019 has been prepared.

2. The Policy has been prepared generally in line with the guidelines issued by other government departments/ PSUs etc. on the issue of Banning Business Dealings with Bidder/ Contractors etc.

3. Though an earnest effort has been made to incorporate all the relevant matters pertaining to banning, if any discrepancy/ deficiency is found in the policy, the same must be brought to the notice of Tender Cell.

4. The Policy will be applicable for all Tenders floated and all Purchase Orders/Contracts placed by DMRC

5. Provision in the Policy will prevail, if there is a conflict in provision in the Policy vis-à-vis a Circular issued earlier on the subject.

6. Provision of international funding Agency will prevail, if the bidding guidelines of the international funding Agency provide for the same.

7. Sincere compliments to all officers and staff who have contributed in preparation of this manual.

8. The Policy has approval of MD.

Delhi Metro Rail Corporation Ltd.

23/8/19

Suspension/Banning Policy

CONTENTS

S.No.	Description	Page No.
1.0	Introduction	2
2.0	Scope of the Policy	2
3.0	Definitions	2
4.0	Provision for action against Erring/Defaulting Agencies	4
5.0	Grounds on which Suspension/Banning of Business Dealings of Agencies can be initiated	5
6.0	Procedure of Suspension/Banning of Business Dealings	5
7.0	Period for Banning	7
8.0	Action against agencies in respect of an ongoing tender/contract where the agency has indulged in corrupt, fraudulent, collusive and coercive practice	7
8.1	The irregularities is noticed during the evaluation of bids	7
8.2	The irregularities is noticed after the award of contract	8
9.0	Action against agencies participating in JV/Consortium	9
10.0	Effect of Suspension/Banning on other ongoing tenders/contracts	9
11.0	Appeal against decision of Suspension/Banning	9
12.0	Revocation	10
Annexure-I	Proforma of Show Cause Notice	11
Annexure-II	Proforma for Intimation of Banning order to the Party	12
Annexure-III	Proforma for Intimation of Suspension order to the Party	13
Annexure-A	Period of Suspension/Banning	14
Annexure-B	Flow Chart	15



1.0 INTRODUCTION:

1.1 Delhi Metro Rail Corporation Ltd. (DMRC) deals with various Agencies, who are expected to adopt ethics of highest standard and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken by them, in the course of various procurement of Goods, Services, Works etc. It is not in the interest of DMRC to deal with any Agency who has committed deception, misrepresentation, fraud or other misconduct of whatsoever nature in the Tendering process and/or during Contract execution processes and/or after the execution of the Contract.

1.2 While participating in the Tender and performing under a Contract, the Agencies are required to meet high standard of integrity and adherence to the terms and conditions of the Tender/Contract. In case any Agency fails to meet the high standard of integrity or committed misconduct or fraud or anything unethical, the Agency shall be put on Suspension / Banning List for specific periods in order to deter the Agencies from committing such defaults. Such decisions shall be taken after following a laid down process. Before issue of orders of banning of business to an Agency, a Show-cause Notice shall be served and any representation, if submitted by the Agency, shall be considered.

2.0 SCOPE OF THE POLICY

2.1. This policy shall be applicable to all Tenders / Contracts of DMRC. The tender documents (General Conditions of Contract, Sub-Clause 4.33) provide that DMRC shall have the rights to Suspend or Ban Business Dealings with any agency if the Agency has been found to have committed misconduct or fraud or any unethical act not expected from a reputed Agency.

2.2 DMRC reserves its right to Suspend or Ban Business Dealings with any Agency, if such Agency is found to have committed misconduct or fraud or any of its action(s) fall into any such categories as laid down in this Policy.

2.3 The procedure of (i) Suspension (ii) Banning of Business Dealings of Agencies has been laid down in this Policy.

2.4 The Policy viz. "Policy for Suspension / Banning of Business Dealings" shall also be displayed on DMRC website.

2.5 The provisions of this Policy supersede and will have overriding effect on all earlier guidelines, procedures & Circulars issued for the similar purpose.

2.6 This Policy comes into force from the date of its issuance.

2.7 The provisions of this policy will be effective on investigations conducted or misconduct/ irregularities noticed on the part of any Agency in all Tenders / Contracts being processed / awarded on or after the date of implementation of this Policy and in the Contracts under execution or Contracts completed, on the date of the implementation of this Policy.

3.0 DEFINITIONS:

(i) **"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to any officer/employee of DMRC or Engineer or to any other person to

influence in the procurement process or in Contract execution and/or after the execution of the Contract.

(ii) **"fraudulent practice"** means a concealment or misrepresentation of facts in order to influence a procurement process or during the execution of a Contract and/or after the execution of the Contract, which may or may not be to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition and further includes concealment or misrepresentation of facts leading to breach of any of the Contract condition during execution of the Contract which may or may not be to the detriment of the Employer.

(iii) **"Collusive practice" means** amongst Bidders (prior to or after bid submission) a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive DMRC of the benefits of free and open competition.

(iv) **"Coercive practice"** means impairing or harming or threatening to impair or harm directly or indirectly, any Agency or DMRC or its employees/ consultants or its property, to influence improperly the actions of an Agency or DMRC or its employees/ consultants, obstruction of any investigation or auditing of a Procurement/ Contract process.

(v) **"Agency"** shall mean Bidder/Contractor/Supplier/Purchaser/Consultant/Lessee/ Concessionaire/Licensor/Service Provider/DMRC approved Sub-contractor/ Vendor of a Contractor to whom work has been awarded. It shall include, but not limited to, a Public Limited Company or a Private Limited Company, a firm whether registered or not, any individual, a Cooperative Society or an Association or a Group of persons engaged in any commerce, trade industry, or constituents of an incorporated/ unincorporated Joint Venture Company, Consortium etc.

(vi) **"Tender"** shall mean all or any Tender and shall include Enquiry, Request for Quotation and Notice Inviting Tender.

(vii) **"Contract"** shall mean all or any Contract awarded to an Agency and shall include Purchase Orders/Works Contracts/Service Contracts/ Leasing Contracts/ Consultancy Contracts etc.

(viii) **"DMRC"** shall mean Delhi Metro Rail Corporation Ltd.

(ix) **"Competent Authority" and "Appellate Authority"** shall mean the following:-

a) Concerned Director/ DMRC i.e. the functional Director in whose jurisdiction the case falls, shall be the **"Competent Authority"** for suspension / banning of business dealings.

b) Managing Director/DMRC for the said purpose shall be the **"Appellate Authority"** in respect of such cases.

(x) **"Initiating Authority":** Shall mean the person(s) such as Engineer-In-Charge (EIC) or the designated in-charge or concerned procurement department,

designated to act for and on behalf of DMRC for the discharge of their duties in execution of the Work/Project/Job/Role, procurement of Works/Goods & Services, and shall include but not be limited to Chief Project Managers/ HODs.

(xi) **"Banning"**: Shall mean officially debarring or forbidding an Agency from participating as Vendor/ Supplier/Contractor etc. with DMRC, for its requirement related to all Tenders / Contracts. Business dealings with an Agency may be banned if it violates/ infringes the provisions of this Suspension/ Banning policy of the DMRC. Banning shall be for a period ranging from one year from the date of issue of Banning Order or Suspension Order (if suspension imposed on the agency) and upto five years.

(xii) **"Suspension":** Business dealings with an Agency may be suspended in exceptional cases if there is gross and blatant violation of the provisions of this Suspension/ Banning policy by the Agency and it is considered not desirable to continue the business with the Agency pending detailed enquiry for Banning of Business Dealing. Suspension shall be for a period upto six months from the date of approval of decision of Suspension.

(xiii) **"Nodal Department"** means office of CGM/Contracts for maintaining, updating and publishing the list of Agencies with whom DMRC has decided for Suspension/ Banning of Business Dealings.

4.0 PROVISION FOR ACTION AGAINST ERRING / DEFAULTING AGENCIES:

Action against erring and defaulting agencies like Bidder, Contractor, Supplier, Vendor, Service provider etc. can be taken generally under following two heads:

(i) **Suspension of Business Dealings:** Suspension of Business Dealings with an Agency on the grounds mentioned in para 5.0 below may be ordered by the Competent Authority pending full enquiry into the allegations in extreme / exceptional cases, if there is gross and blatant violation of the provisions of this Suspension/ Banning policy by the Agency and it is considered not desirable to continue business with the Agency.

(ii) **Banning of Business Dealings:** Banning of Business Dealings can be initiated on the grounds mentioned in para 5.0 below. However, in the following cases Banning shall be ordered without following the procedure of Suspension / Banning (elaborated in para 6.0 below).

(a) If Business Dealings with the Agency have been banned by the Ministry of Housing and Urban Affairs or Ministry of Commerce and Industry (which is applicable to all Ministries) and the ban is still in force.

(b) In case award of contract is annulled due to non-submission of the requisite Performance Security. The agency shall be debarred from participating in any tender for a period of one year from the date of issue of Letter of Acceptance (LOA).

(c) In case of the Agency who has been exempted from depositing the Tender Cost/ Tender Security being Micro & Small Enterprise, and;

(i) withdraws his Tender during the period of Tender validity; or

(ii) becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or

(iii) refuses or neglects to execute the Contract; or

(iv) fails to furnish the required Performance Security within the specified time.

The Agency shall be debarred from participating in tenders for a period of 1 year from the date of discharge of tender/date of cancellation of LOA/ annulment of award of contract as the case may be.

5.0 GROUNDS ON WHICH SUSPENSION / BANNING OF BUSINESS DEALINGS OF AGENCIES CAN BE INITIATED:

Some of the grounds on which the Agencies can be Suspended / Banned for Business Dealings are indicated below. The list is suggestive and is not exhaustive. The Competent Authority may decide to Ban Business Dealings for any good and sufficient reason.

(a) If it is established that the Agency has resorted to corrupt, fraudulent, collusive and coercive practices.

(b) If the Agency uses intimidation/ threatening or brings undue outside pressure on the DMRC or its official in acceptance / performance of the Work/ Stores under the Contract.

(c) If a prima - facie case is made out that the Firm is guilty of criminal negligence or an offence involving moral turpitude in relation to Business Dealing, which if established, may result in Business Dealing with it, being banned.

(d) If failure of a structure (permanent/ temporary) / part of a structure (permanent/ temporary) / major failure of equipment, is caused during erection or execution of Contract or during defect liability period due to negligence of Contractor/ Agency or engineering deficiency or inferior quality of execution or design deficiency or poor quality of execution.

(e) If failure of a structure / part of a structure / major failure of equipment, is caused after defect liability period but due to engineering deficiency or inferior quality of execution or design deficiency or poor quality of execution by the Agency.

(f) If an Agency submits false declarations regarding local content in the Bid to avail purchase preference in terms of provision of Public Procurement (Preference to Make in India), Order No. P-45021/2/2017-B.E-II provided in Tender document.

6.0. PROCEDURE OF SUSPENSION / BANNING OF BUSINESS DEALINGS

Initiating Authority shall submit the case / proposal along with all relevant papers and documents to the Competent Authority. The proposal shall state a brief background of the case, the action proposed and all the supporting documents, including a note from Initiating Authority. The Competent Authority may refer back to Initiating Authority for clarification or direct to take no action or may direct to initiate;

(I) Process of Banning (without any Suspension)

(II) Immediate Suspension and initiate process of Banning

The Competent authority, shall constitute a Committee of minimum 03 (three) Senior Officers (HOD level of DMRC) who shall give their recommendations within a period of 3 months.

(I) BANNING WITHOUT ANY SUSPENSION:

(i) The Committee constituted as above shall examine the case in detail and prepare a Show-Cause Notice to be issued to the Agency. The Show-Cause Notice shall indicate clearly and precisely the charges/misconduct which should be based on facts (which can be proved) as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior may be appended to the Show-Cause Notice. The Show-Cause Notice shall be vetted by the legal department. Same shall be forwarded to the Nodal Department for obtaining the approval of Competent Authority before issue to the Agency. Proforma of Show-Cause Notice is attached at Annexure-I.

(ii) The concerned Agency shall be given 2 (two) weeks time from the date of issuance of Show Cause Notice for submission of its response. In case, the Agency requires some documents in respect of Show Cause Notice, the same may be provided promptly by DMRC. However, such request should be entertained only once. In case, the Agency seeks additional time, reasonable extension for response to Show-Cause Notice may be given.

(iii) If the Agency requests for a hearing, the same shall be granted by the Committee.

(iv) Representation or response received from the Agency to the Show-Cause Notice shall be forwarded by the Nodal department to the Committee. The Committee shall examine the reply from the Agency and make its recommendations in favour of Banning of Business Dealings or otherwise and submit the same for approval of Competent Authority. Proposed duration of banning shall also be clearly mentioned.

(v) If no reply to Show-Cause Notice is received from the Agency within the specified period, the committee may draw its recommendations ex-parte and submit to Competent Authority. However, the fact that no reply was received to the Show-Cause Notice should be clearly indicated in the final communication to the Agency.

(vi) In case, the Competent Authority approves for Banning of Business Dealings, a draft Banning Order shall be prepared by the Committee. The above draft Order of Banning of Business Dealings shall be vetted by legal department with reference to Show-Cause Notice. Same shall be forwarded to Nodal department for obtaining approval of Competent Authority before issue to the Agency.

(vii) The Banning Order shall be uploaded on Intranet and a copy of updated Banning List shall be provided to ED/CC for putting on DMRC website. A proforma for intimation of Banning order to Agency is attached (Annexure-II).

(viii) The period for which the Banning would be operative shall be mentioned in the Banning Order.

(ix) The Banning process shall be completed within a period of 4 months from initiation of case by concerned Initiating Authority. In exceptional circumstances only, it may be allowed up to six months.

(II) IMMEDIATE SUSPENSION WITH BANNING

(i) Suspension of Business Dealings with an Agency may be ordered by the Competent Authority pending full enquiry into the allegations in extreme / exceptional cases, if there is gross and blatant violation of the provisions of this Suspension/ Banning policy by the Agency and it is considered not desirable to continue business with the firm.

(ii) The Suspension Order cum Show-Cause Notice shall be prepared by the Initiating Authority in line with para 6.0 (I) i) above and duly vetted by the legal department. Same shall be forwarded by the Nodal Department for obtaining the approval of Competent Authority before issue to the Agency. A proforma for Suspension Order cum Show-Cause Notice is attached (Annexure-III).

(iii) Suspension Order cum Show - Cause Notice shall be uploaded on Intranet with and a copy of updated Suspension List shall be provided to ED/CC for putting on DMRC website.

(iv) The Order of Suspension would operate for a period not more than six months, however same may be extended till the time process of banning is concluded with the approval of competent authority.

Further process of Banning will remain same as elaborated in para 6.0 (I) (ii) to (viii)

7.0 PERIOD FOR BANNING:

The period of Banning shall be for a period from 1(one) year to 3 (three) years from the date specified in Banning Order depending upon the gravity of the default which shall be recommended by the Committee. The Banning period will be inclusive of period of Suspension if imposed on the Agency. The period of banning can exceed 3 years but not more than five years in extreme specific cases to safeguard the interest of DMRC. Period of banning for various eventualities/ irregularities is appended in Annexure 'A'.

8.0 ACTION AGAINST AGENCIES IN RESPECT OF AN ONGOING TENDER/CONTRACT WHERE THE AGENCY HAS INDULGED IN CORRUPT, FRAUDULENT, COLLUSIVE AND COERCIVE PRACTICE.

8.1 The irregularities noticed during the evaluation of Bids:

(a) **During Technical Evaluation:** If it is observed that the Bidder has indulged in committing irregularities like corrupt/ fraudulent/ collusive/ coercive practice or is in violation of any provisions of this Suspension/ Banning policy of the DMRC; the DMRC shall reject the Bid of such Bidder, and also forfeit the tender security submitted by the bidder. Further, the Bidder shall be put on the Suspension / Banning List after following the due process as elaborated in para 6 above.

(b) During Financial Evaluation: If it is observed that the Bidder has indulged in committing irregularities like corrupt/ fraudulent/ collusive/ coercive practice or is in violation of any provisions of this Suspension/ Banning policy of the DMRC; the DMRC shall reject the Bid of such Bidder. If such Bidder happens to be the lowest evaluated Bidder, the Tender shall be scrapped and retendered. The Earnest Money Deposit (EMD)/ Bid Security submitted by such Bidder shall be forfeited. Further, the Bidder shall be put on the Suspension/ Banning List after following the due process as elaborated in para 6 above.

8.2 The irregularities noticed after the award of Contract:

(a) During execution of Contract:

If the Contractor is found to have indulged in one or more of the grounds stated in para 5.0 above or for any other good and sufficient reason, in respect of ongoing Contract, such Contractor shall be put on Suspension or Banning List of DMRC after following the due process as elaborated in para6.0 above.

The Work/Services/ Supply and payment may be suspended. The action shall be initiated for putting the Agency on Banning List.

After following the due process, where it has been concluded that irregularities have been committed, the Order/Contract may be terminated. In case of termination of Contract, the Performance Security submitted by the Contractor shall be forfeited. Any payment due to the Contractor for work already executed and accepted shall be payable after adjustment of any amount due from the Contractor as per the provision of the Contract. In this case, no Risk and Cost Clause will be applicable.

In exceptional circumstances, the Contractor may be allowed to complete the job in case it is considered that the Work/ Supply is of critical nature and discontinuity of Contract shall have adverse effect on Operation/ Project Completion/ Revenue generation. The approval for allowing the Agency to complete the Supply/ Work to be obtained from competent Authority. After the approval for continuing with the Contractor, job will be executed and payment shall be made as per the provision of Contract. The Performance Security of such Agency shall not be forfeited for violation of the provisions of this Suspension/ Banning policy of the DMRC. However, the Agency shall be put on Banning List after following due process of banning.

(b) The irregularities noticed after execution of the Contract during Defect Liability Period:

If it is found after execution of the Contract, but before releasing of Performance Security that the Contractor has indulged in corrupt, fraudulent, collusive and coercive practice or any irregularities as stated in para 5.0 above, such Agency shall be banned for future Business with DMRC after following the due process. The Performance Security submitted by the Contractor shall be forfeited.

(c) The irregularities noticed after Defect Liability Period:

If failure of a structure / part of a structure / major failure of equipment, is caused after defect liability period due to engineering deficiency or inferior quality of

execution or design deficiency or poor quality of execution by the Agency as stated in para 5.0 above, such Agency shall be banned for future Business with DMRC after following the due process of banning.

9.0 ACTION AGAINST AGENCIES PARTICIPATING IN JV/CONSORTIUM:

In case, any member of a JV/Consortium is found to have indulged in one or more grounds stated in para 5.0 above or for any other good and sufficient reason, in a particular Tender which is under process or in a particular Contract which is under execution and/or after the execution of the Contract, shall be dealt in the similar manner as described in para 6.0 of this Policy. The action regarding banning can be taken against all members even if irregularity is committed by an individual member against the particular Tender in process or in a particular Contract under execution and/or after the execution of the Contract.

10.0 EFFECT OF SUSPENSION/BANNING ON OTHER ONGOING TENDERS/ CONTRACTS:

No enquiry/ Bid/ Tender shall be entertained with a party as long as the "Agency" name appears in the Suspension / Banning List.

i. If an Agency is put on Suspension / Banning List, it shall not be considered for any future tender for which last date of submission of tender falls during the Suspension/Banning Period.

ii. If an Agency who is Suspended / Banned, is already executing other Orders/ Contracts where no irregularities are committed, the Agency shall be allowed to continue till completion of the job including any increase in scope of work which are purely incidental to the main scope of work.

iii. Further, in case the Agency is Original Equipment Manufacturer (OEM) / Supplier / Service provider, the procurement of spare parts and certain services may be continued with the Suspended / Banned Agency for operational reason, with specific approval of the Competent Authority.

11.0 APPEAL AGAINST DECISION OF SUSPENSION/BANNING:

i) The Agency if not satisfied with the decision of Suspension / Banning, may file an appeal to the Appellate authority giving full justification within 30 days from the date of issuance of Suspension / Banning Order.

ii) The appeal should be disposed off within 45 days from the date of filing. The Appellate authority shall pass a suitable order affirming, amending, remanding, modifying, setting aside the order of Suspension/ Banning which shall be communicated through the Nodal department to the Agency and the nodal department shall put on Intranet and provide a copy of updated Suspension List / Banning List to ED/CC for putting on DMRC website, the changes if any in Suspension/ Banning.

iii) Pending Order against the appeal, the Suspension/Banning Order shall continue to be in force.

iv) No Appeal is permitted in case an Agency has been Suspended/Banned based on Ministry's advice.

Delhi Metro Rail Corporation Ltd.

12.0 REVOCATION:

12.1 An order for Banning/ Suspension passed for a certain specified period shall deemed to have been automatically revoked on expiry of that specified period, provided no new evidence for continuation of Banning is taken on record and Suspension Period is extended and it will not be necessary to issue a specific formal order of revocation, except that an order of Suspension/ Banning passed on account of doubtful loyalty or security consideration shall continue to remain in force until specifically revoked.

12.2 A Banning/ Suspension Order, on are view may be revoked by the Appellate Authority if he/ she is of the opinion that the disability already suffered by the Agency is adequate in the circumstances of the case.

13.0 The flow chart of entire process of Suspension/Banning is placed as Annexure-B.

----------X-----X----------

Annexure-I
(Show Cause Notice)

MEMORANDUM

M/s ..... are hereby informed that Delhi Metro Rail Corporation Ltd (DMRC) has placed the following order(s) on them for the execution/supply of works/ materials/ equipment:

Name of Work:

Contract No. and Date:

Cost of Work:

It has been observed that M/s ..... indulged in the malpractices/irregularities as detailed below:

i The said M/s .....

ii .....

iii .....

Under the circumstances, DMRC proposes to ban/suspend business dealings for a period of ..... with M/s ..... and also their constituent members (In case Agency is a JV/Consortium). M/s ..... are hereby given an opportunity of showing cause against the action proposed to be taken.

Any representation which M/s ..... may make in this regard will be considered. Such representation should be made in writing and submitted so as to reach the undersigned not later than ..... In case no representation is received by the date mentioned above, it will be presumed that M/s ..... have no representation to make against the proposed action and a final decision shall be taken on merit.

Receipt of this Memorandum may please be acknowledged.

Signature.....

Name.....

Designation & Address.....

(For & on behalf of DMRC)

To,

M/s .....

[In case Agency is a JV/ Consortium, the copy of Show-Cause Notice shall also be given to all the constituent members of JV/Consortium for their information]

Delhi Metro Rail Corporation Ltd.

Annexure-II
(Proforma for intimation of Banning Order to the Party)

BY REGD. POST /SPEEDPOST/COURIER

No. Date:.....

To, M/s [If the Agency is a JV/Consortium, mention the name & address of all constituent members of JV/Consortium] .....

Sub: Banning Order i.e. Intimation of Banning of Business Dealing.

Dear Sir,

WHEREAS, a Show Cause Notice was served to you vide letter No._____ dated _____

WHEREAS, in spite of the opportunity given to you, you have failed to Show Cause as required/ your reply to the Show Cause Notice* (and documents and documentary evidence submitted in support of your reply) has /have been duly considered.

(Order: either to agree or rebut the reply furnished by Agency allegation wise)

After considering the allegations made in the Show Cause Notice/ your reply to the Show Cause Notice* (and documents and documentary evidence furnished in support thereof) as cited above, it has been decided to ban Business Dealings with you i.e. you will be debarred from participating in any tender in DMRC for__ years effective from the date of issue of this Order*/ date of issue of Suspension Order*.

You may file an appeal against the Banning Order to the Appellate Authority within 30 days from the date of issue of this Order.

Yours faithfully,

For & On behalf of Delhi Metro Rail Corporation Ltd

*Strike out if not applicable



Annexure-III

(Proforma for intimation of Suspension Order to the Party)

BY REGD. POST/ SPEEDPOST/ COURIER

No. Date:.....

To,

M/s.....

Attn:
Shri.....

Sub: Suspension of Business Dealings cum Show-Cause Notice.

Dear Sir,

Prima facie it is found that you are guilty of committing [mention the eventuality / misconduct or fraud or anything unethical] and, it has been decided to suspend Business Dealings with you i.e. you will be debarred from participating in any tender in Delhi Metro Rail Corporation Ltd. for a period of six months effective from the date hereof.

Further, you are required to Show Cause in writing within 15 days from the date hereof as to why there should not be Banning of Business Dealing with you and you be debarred from participating in any Tender with Delhi Metro Rail Corporation Ltd. for a period of [mention the period] for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply.

If you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents/documentary evidence given in support shall; be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf of Delhi Metro Rail Corporation Ltd.

Delhi Metro Rail Corporation Ltd.

Annexure 'A'

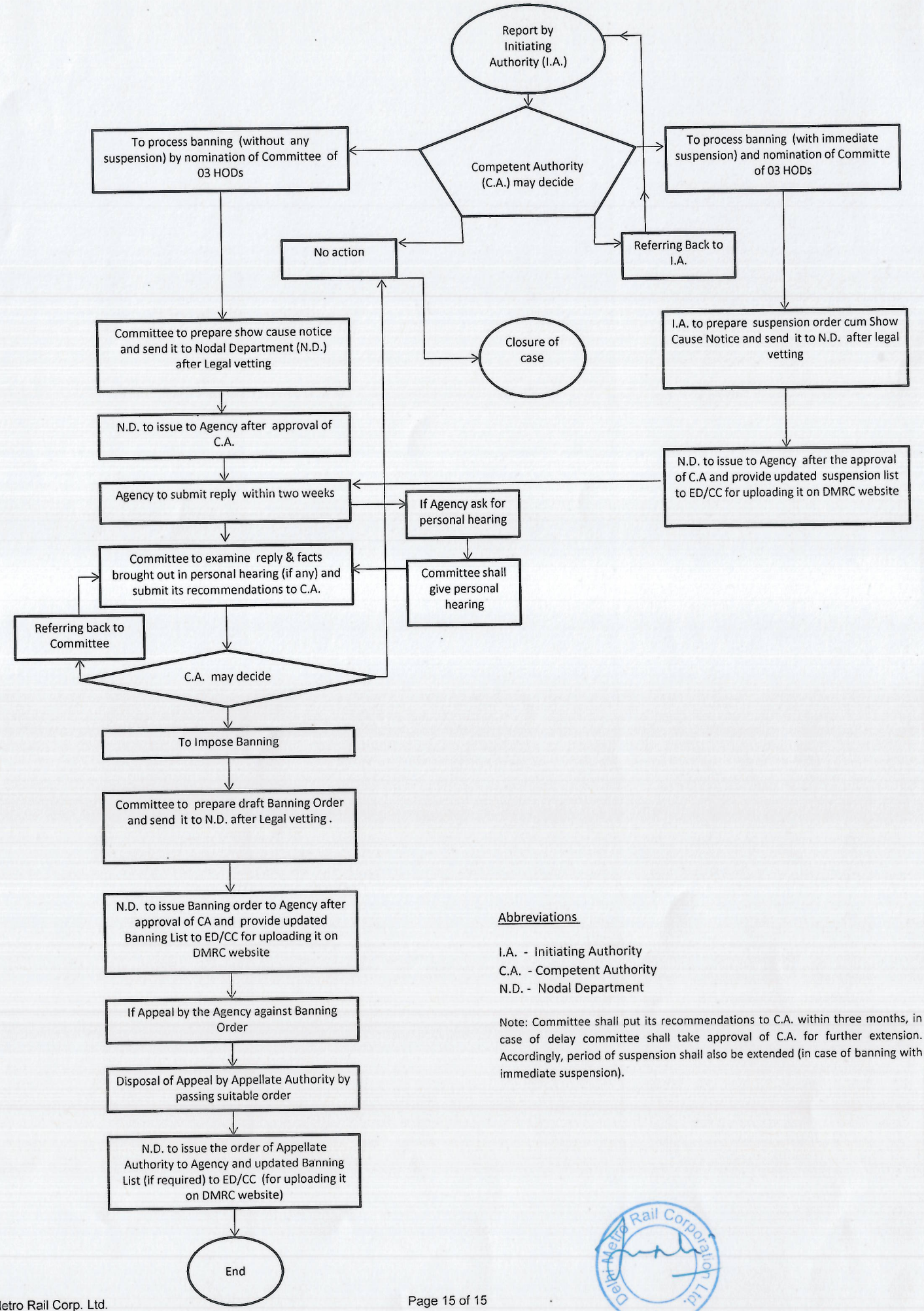
PERIOD OF SUSPENSION / BANNING

S.No	Grounds	Suspension/Banning Period
1.	In extreme / exceptional cases when prima-facie case is made out that the firm is guilty of criminal negligence in relation to business dealings, which if established, may result in business dealing with it being banned.	Suspension (6 months)
2	If the Agency uses intimidation /threatening or brings undue outside pressure on the DMRC or its official in acceptance / performance of the Work/ Stores under the Contract.	Banning (1year to 1.5year)
3	It is determined that any agency or any officer or employee of an Agency is involved in fraudulent/ corrupt/ collusive/ coercive practice in order to influence the procurement process as well as during the execution of contract.	Banning (1 year to 3 years)
4	If failure of a structure (permanent/ temporary) / part of a structure (permanent/ temporary) / major failure of equipment, is caused during erection or execution of contract or during defect liability period due to negligence of contractor/ agency or engineering deficiency or inferior quality of execution or design deficiency or poor quality of execution	Banning (1 year to 3 years)
5	If failure of a structure / part of a structure / major failure of equipment, is caused after defect liability period due to engineering deficiency or inferior quality of execution or design deficiency or poor quality of execution	Banning (3 years)
6	If an Agency submits false declaration regarding local content in the bid to avail purchase preference in terms of Public Procurement (Preference to Make in India), Order No. P-45021/2/2017-B.E.–II as provided in the tender document.	Banning (3 years)
7	If for any other good & sufficient reason (not mentioned in the grounds stated above at S.No.1to 6), it is considered necessary to ban business dealings with the Agency.	To be decided by Competent Authority with due diligence

Note: The period of banning can exceed three years but not more than five years in extreme specific cases to safeguard the interest of DMRC

Delhi Metro Rail Corporation Ltd.

PROCEDURE ORDER FOR SUSPENSION/BANNING (FLOW CHART)



Abbreviations

I.A. - Initiating Authority
C.A. - Competent Authority
N.D. - Nodal Department

Note: Committee shall put its recommendations to C.A. within three months, in case of delay committee shall take approval of C.A. for further extension. Accordingly, period of suspension shall also be extended (in case of banning with immediate suspension).

Delhi Metro Rail Corporation Ltd.

DELHI METRO RAIL CORPORATION LIMITED

No. DMRC/20/III-502/2018 **Date: 14.06.2022**

Correction Slip No. 1

Sub.: Correction Slip No. 1 to DMRC Suspension/Banning Policy, August 2019

Clause No. 4.0(ii)(b) is revised as follows:

Clause No.	Existing Clause	Revised Clause
4.0(ii)(b)	In case award of contract is annulled due to non-submission of the requisite Performance Security. The agency shall be debarred from participating in any tender for a period of one year from the date of issue of Letter of Acceptance (LOA).	In case award of contract is annulled due to non-submission of the requisite Performance Security. The agency shall be debarred from participating in any tender for a period of one year from the date of issue **of letter of annulment** of Letter of Acceptance (LOA).

This is issued with the approval of MD.

Gupta 14/6/22

(R. K. Gupta)
Sr.GM/Contracts

1. All EDs, PDs, CGMs, HODs, CPMs, CVO & GM/Legal
2. GM/IT: For uploading on intranet please

Copy to:

1. DP, DW, DF, DE, DBD, DO & DI.
2. OSD to MD- For kind information to MD please.