

NOTICE INVITING BID THROUGH OPEN AUCTION

- 1.1 The stations of Delhi Metro are situated in the close proximity of commercial and residential hubs of Delhi city & NCR and are easily accessible from these areas. Apart from operating facilities for commuters, the selected Stations have commercial spaces as detailed in Annexure-1. These Commercial Spaces are proposed to be licensed out for various commercial uses as detailed in this document through open auction. The specified spaces have a captive commuter base and shall present a unique business opportunity for the retail players.
- 1.2 DMRC invites Bids through open auction from suitable participants who may be areputed retailer/ manufacturer/ individual, sole proprietorship firm, a partnership firm,a registered cooperative society or a company having its registered office in India & incorporated under the companies act 1956/2013 or a combination of these in the form of Joint Venture (JV) or Consortium having sound financial & technical strengths and having its registered office in India, for selection of Licensee(s) to grant Licensing rights of built-up shops of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 as detailed in annexure 1 on “*as is where is basis*” for commercial utilization except for banned list of usages as detailed in Annexure-II of draft license agreement..
- 1.3 The conditions for Joint Venture (JV)/Consortium area are as under:
 - i. The lead member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during the full tenure of License Agreement.
 - ii. 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/Performance Guarantee and/or to terminate the Licence Agreement after 30 days termination notice.
 - iii. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
 - iv. All members of such entity shall be jointly and severally liable for the performance of License agreement.
- 1.4 Bidder shall undertake that they have not been banned from Business, as on date of Tender submission as per following:
 - i) DMRC/ any other metro organisations (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer/bidder (including any member in case of JV/consortium) as on the date of tender

submission. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.

- ii) Also no contract of the tendered 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 a tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.
- iii) In case at a subsequent date the successful bidder/licensee is found to have been banned for business as given above, DMRC shall have liberty to and have full rights to cancel the allotment of built-up shop and forfeit the Interest Free Security Deposit after adjusting any dues payable by the successful bidder/licensee. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.

1.5 The bidders shall enclose with their application an undertaking stating/providing that all the necessary supporting documents, including duly certified audited accounts and financial statements have been provided. Schedule of Bidding through Open Auction Process:

Cost of Bid document(Non Refundable)	Rs. 1770/- (including 18% GST) per bidder(single entity) irrespective of the number of shops
Undertaking for Tender Security Declaration	Bidder must submit Undertaking for Tender Security Declaration as per the instructions specified in the tender documents. Otherwise the bid will be rejected. If undertaking for tender security declaration is not submitted or not in prescribed format, then such bids shall be considered as in eligible and summarily rejected The said undertaking must be signed by bidder/authorized signatory of the bidder with stamp.
Sale of Application Form	From 10/08/2021 to 08/09/2021 (up to 17:00 hrs) on DMRC website www.delhimetrorail.com or from the office of GM/PB For further information on this regard bidders are advised to contact on 23417910-12 (Ext: 534248,534778). The tender cost of Rs 1770/- should reach/submitted in the office of GM/PB by 17:00 hrs on 08/09/2021 .
Site Visit	Prospective bidders are requested to attend the joint site visit of built up shops on from 18/08/2021 to 25/08/2021(WORKING DAYS ONLY) (As per Annexure-12 of Bid document)
Last date of receiving queries	Up to 17:30 hours on 26/08/2021

Pre-Bid Conference	26/08/2021 at 15:00 hrs. in Conference hall, 7 th floor, A wing, Metro Bhawan, Barakhamba Road, New Delhi-110001
DMRC's response to queries by	17:30 hrs on 02/09/2021
Time & last date of Registration for Bidding Process along with DD/PO for tender cost, Undertaking for EMD/Bid Security declaration, KYC documents B.A.F(Bid Application form), with Annexure & Tender documents etc duly signed by bidder	Up to 17:00 hours on 09/09/2021
Date, time & venue of auction for Bidding Process	15/09/2021 at 10:00 hrs for schedule No 1 i.e. for 37 shops and 16/09/2021 at 10:00 hrs for schedule No 2 i.e. for 49 shops and 17/09/2021 at 10:00 hrs for schedule No 3 i.e. for 44 shops Location: Auditorium Ground floor-A wing Metro Bhawan, Barakhamba Road, New Delhi- 110001
Validity of Bids	180 days from bid submission date

1.6 Schedule of Various Stages: The Successful Bidder shall follow the following time lines:

Stage of Activity	Time Period
Payment of Interest Free Security Deposit to DMRC by Successful Bidder.	Within 30 days of date of issue of Letter of Acceptance
Vacant space to be handed over to Selected Bidder	Within 7 days of signing of license agreement
Payment of Advance Half yearly License Fee OMC,etc.	Within 30 days of date of issue of Letter of Acceptance (LOA)
Signing of License Agreement	Within 30 days of receipt of full LOA payment
Commencement of License Fee	Immediately after 30 days fitment period i.e. wef 31 st day of date of handing over or deemed handing over of built-up shop, whichever is earlier
Registration of Agreement	The registration of the respective License agreements 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. In case the registration of the license agreement/amendment, if any, is not within the 30 days of signing of license agreement/amendment, it shall be treated as "Material Breach of Contract". In case the licensee fails to remedy the breach/default in this regard within the cure period of 30 days, DMRC may terminate the license agreement after the expiry of cure period of 30 days duly forfeiting the security deposit and any other amount paid by licensee.

- 1.7 During the course of Pre-Bid conference, the participants may seek clarifications and put suggestions for consideration. DMRC shall endeavour 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 will be uploaded on its website www.delhimetrorail.com. Individual communication shall not be issued to any bidder/participant. Only one representative of each interested participant shall be allowed to participate against a Built-up shop on production of any ID Card issued by Government Body.
- 1.8 Bid Document (non-transferable) can be obtained from the O/o- Sr. Dy. GM/PB-2, 3rd Floor, 'A' Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. Cost of Bid Document (Non-refundable) is Rs 1770/- (Rupees One thousand Seven hundred seventy only) inclusive of 18% GST. Bid Document cost shall be submitted in the form of Demand Draft/ Pay Order drawn on any Scheduled commercial bank(s) in India in favour of "**Delhi Metro Rail Corporation Ltd**" payable at "**New Delhi**".
- 1.9 The information submitted in the Bid Document will be the basis for evaluating the bidders. Interested parties may participate in the bid process as per the instructions given in this document. Bidders are expected to carry out extensive survey of the specified built-up shops at DMRC premises before the date of auction and make their own analysis at their own cost, before submitting their respective Bids for award of the License of a perspective site. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.
- 1.10 Bid document can also be downloaded from DMRC's website www.delhimetrorail.com and may be submitted along with document cost & Undertaking for EMD/Bid Security declaration at the time of registration for the bidding process up to the time and date specified in the NIT. Bids submitted or registration done without cost of Bid document or/and Undertaking for EMD/Bid Security declaration by the bidders who have downloaded the Bid document from DMRC's website, shall be out rightly rejected and they shall not be allowed to bid in the auction process. Late/ delayed registration received after the stipulated date and time for registration of bidding process shall also be rejected out rightly.

Registration/Bids for licensing of commercial space shall be accompanied with Undertaking for EMD/Bid Security declaration as indicated in Annexure-13 of this document.

- 1.11 Bidder shall register for the bidding process along with bid document cost & Undertaking for EMD/Bid Security declaration with KYC and tender document etc. DMRC does not have any agent/ sub-agent for marketing. Addendum/ Corrigendum, if any, will be placed on DMRC's website www.delhimetrorail.com only.
- 1.12 Duly filled up Financial Bid Statement as per Annexure-3 shall be submitted immediately after capture of final bid at the prescribed venue and date of Open Auction.
- 1.13 In case of any grievances/complaints regarding this tender, please contact:

General Manager/ Property Business

Delhi Metro Rail Corporation Limited

3rd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,
New Delhi -110001,

Email Id: gmpb@dmrc.org,

Phone No: 011-23418417

ii) Chief Vigilance Officer

Delhi Metro Rail Corporation Limited

1st Floor, A -Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,
New Delhi -110001,

Email Id: cvodmrc@gmail.com ,

Phone No: 011-23418406

Website: <http://www.delhimetrorail.com/vigilance.aspx>

1.14 “Condition of contract on Safety and Health for Property Business contracts” uploaded in separate volume shall be integral part of the tender document.

DELHI METRO RAIL CORPORATION LIMITED



Draft

**Bid Document for Licensing of 130 Built-up Shops at 48
Metro Stations of Delhi Metro Network on Line – 1, 2, 3, 5 &
6, through Open Auction**

Tender No. 121M0011

August-2021

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

Draft bid document for Licensing of 130 Built-up Shops at 48 Metro stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction

(Bid Document)

Name and address of the Bidder to whom issued:

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

Date of issue.....

Issued by.....

Cost of Bid document: Rs 1,770/- (Rupees One thousand seven hundred and seventy only) irrespective of the number of shops, inclusive of 18% GST, which is non refundable.

DISCLAIMER

- I. This Bid Document for “Licensing of 130 built-up shops at 48 metro stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction” contains brief information of the available built-up shops, Eligibility requirements and details of the Selection process for the successful bidder. The purpose of the Bid document is to provide bidders with information to assist the formulation of their bid application (the ‘Bid’).
- II. The information contained in this Bid Document or subsequently provided to interested parties (the “Bidder(s)), in writing by or on behalf of Delhi Metro Rail Corporation Ltd. (DMRC) is provided to Bidder(s) on the terms and conditions set out in the Bid Documents and any other terms and conditions subject to which such information is provided.
- III. This Bid Document does not purport to contain all the information that each Bidder may require. This Bid Document has been prepared with a view to provide the relevant information about the vacant available Built-up shops at 48 metro stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6. DMRC advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this Bid Document and to obtain independent advice from appropriate sources. DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever regarding the accuracy, reliability or completeness of the information provided in this Bid Document.
- IV. Intimation of discrepancies in the Bid Document, if any, may be given, by the Bidders, to the office of DMRC immediately at the time of or before the pre-bid meeting. If DMRC receives no written communication by the stipulated timeframe, it shall be deemed that the Bidders are satisfied with the information provided in the Bid document.
- V. Any character or requirement for the built-up shops, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.
- VI. This Bid Document is not an agreement nor it is an offer or invitation by DMRC to any party. The terms on which the licensed spaces are to be developed and the rights and obligations of the successful Bidder shall be as set out in a separate agreement to be executed between DMRC and the successful Bidder broadly in the format set out herein.
- VII. DMRC reserves the right to accept or reject any or all Bids without giving any reasons thereof. DMRC shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Bid Document.

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CHAPTER-1: INTRODUCTION

- 1.1 Delhi Metro Rail Corporation Ltd(DMRC), is a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) and has completed the Phase I ,Phase II and Phase-III of the MRTS project for Delhi And NCR. The network of DMRC has now crossed the boundaries of Delhi and extended up to Noida, Ghaziabad in U.P. and Bahadurgarh, Faridabad & Gurugram in Haryana, Delhi Metro is carrying about 30 lakhs(pre covid period) commuters on an average on daily basis with safety, punctuality, reliability and comfortably.
- 1.2 As part of its existing mandate Delhi Metro Rail Corporation (DMRC) has also undertaken to capture value from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation, and on the other hand facilitates DMRC commuters by providing one stop solution for their consumer needs. Through this Bid, DMRC intends to select Licensee(s) to take up on 'License basis' the offered 130 built-up shops situated at its 48 metro stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 offered through this Open Auction as mentioned in Annexure-1.
- 1.3 The specified built-up shops have captive commuter base and present a unique business opportunity for the retail players. Delhi Metro is having daily average ridership of around 30 Lakhs commuters per day(pre covid period).
- 1.4 An information document covering the purpose of the license, details of space available at said Metro Station may be downloaded from the website www.delhimetrorail.com

CHAPTER-2: NOTICE INVITING BID THROUGH OPEN AUCTION

- 2.1 The stations of Delhi Metro are situated in the close proximity of commercial and residential hubs of Delhi city & NCR and are easily accessible from these areas. Apart from operating facilities for commuters, the selected Stations have commercial spaces as detailed in Annexure-1. These Commercial Spaces are proposed to be licensed out for various commercial uses as detailed in this document through open auction. The specified spaces have a captive commuter base and shall present a unique business opportunity for the retail players.
- 2.2 DMRC invites Bids through open auction from suitable participants who may be areputed retailer/ manufacturer/ individual, sole proprietorship firm, a partnership firm, a registered cooperative society or a company having its registered office in India & incorporated under the companies act 1956/2013 or a combination of these in the form of Joint Venture (JV) or Consortium having sound financial & technical strengths and having its registered office in India, for selection of Licensee(s) to grant Licensing rights of built-up shops of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 as detailed in annexure 1 on “*as is where is basis*” for commercial utilization except for banned list of usages as detailed in Annexure-II of draft license agreement..
- 2.3 The conditions for Joint Venture (JV)/Consortium area are as under:
- i. The lead member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during the full tenure of License Agreement.
 - ii. 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/Performance Guarantee and/or to terminate the Licence Agreement after 30 days termination notice.
 - iii. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
 - iv. All members of such entity shall be jointly and severally liable for the performance of License agreement.
- 2.4 Bidder shall undertake that they have not been banned from Business, as on date of Tender submission as per following:
- i) DMRC/ any other metro organisations (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer/bidder (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.

- ii) Also no contract of the tendered 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 a tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.
- iii) In case at a subsequent date the successful bidder/licensee is found to have been banned for business as given above, DMRC shall have liberty to and have full rights to cancel the allotment of built-up shop and forfeit the Interest Free Security Deposit after adjusting any dues payable by the successful bidder/licensee. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.

2.5 The bidders shall enclose with their application an undertaking stating/providing that all the necessary supporting documents, including duly certified audited accounts and financial statements have been provided. Schedule of Bidding through Open Auction Process:

Cost of Bid document(Non Refundable)	Rs. 1770/- (including 18% GST) per bidder(single entity) irrespective of the number of shops
Undertaking for Tender Security Declaration	Bidder must submit Undertaking for Tender Security Declaration as per the instructions specified in the tender documents. Otherwise the bid will be rejected. If undertaking for tender security declaration is not submitted or not in prescribed format, then such bids shall be considered as in eligible and summarily rejected. The said undertaking must be signed by bidder/authorized signatory of the bidder with stamp.
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DMRC's response to queries by	17:30 hrs on 02/09/2021
Time & last date of Registration for Bidding Process along with DD/PO for tender cost, Undertaking for EMD/Bid	Up to 17:00 hours on 09/09/2021

Security declaration, KYC documents B.A.F(Bid Application form), with Annexure & Tender documents etc duly signed by bidder	
Date, time & venue of auction for Bidding Process	15/09/2021 at 10:00 hrs for schedule No 1 i.e. for 37 shops and 16/09/2021 at 10:00 hrs for schedule No 2 i.e for 49 shops and 17/09/2021 at 10:00 hrs for schedule No 3 i.e. for 44 shops Location: Auditorium Ground floor-A wing Metro Bhawan, Barakhamba Road, New Delhi- 110001
Validity of Bids	180 days from bid submission date

2.6 Schedule of Various Stages: The Successful Bidder shall follow the following time lines:

Stage of Activity	Time Period
Payment of Interest Free Security Deposit to DMRC by Successful Bidder.	Within 30 days of date of issue of Letter of Acceptance
Vacant space to be handed over to Selected Bidder	Within 7 days of signing of license agreement
Payment of Advance Half yearly License Fee OMC,etc.	Within 30 days of date of issue of Letter of Acceptance (LOA)
Signing of License Agreement	Within 30 days of receipt of full LOA payment
Commencement of License Fee	Immediately after 30 days fitment period i.e. wef 31 st day of date of handing over or deemed handing over of built-up shop, whichever is earlier
Registration of Agreement	The registration of the respective License agreements 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. In case the registration of the license agreement/amendment, if any, is not within the 30 days of signing of license agreement/amendment, it shall be treated as “Material Breach of Contract”. In case the licensee fails to remedy the breach/default in this regard within the cure period of 30 days, DMRC may terminate the license agreement after the expiry of cure period of 30 days duly forfeiting the security deposit and any other amount paid by licensee.

2.7 During the course of Pre-Bid conference, the participants may seek clarifications and put suggestions for consideration. DMRC shall endeavour 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 will be uploaded on its website www.delhimetrorail.com. Individual communication shall not be issued to any bidder/participant. Only one representative of each interested participant shall be allowed to participate against a Built-up shop on production of any ID Card issued by Government Body.

2.8 Bid Document (non-transferable) can be obtained from the O/o- Sr. Dy. GM/PB-2, 3rd Floor, ‘A’ Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi–110001. Cost

of Bid Document (Non-refundable) is Rs 1770/- (Rupees One thousand Seven hundred seventy only) inclusive of 18% GST. Bid Document cost shall be submitted in the form of Demand Draft/ Pay Order drawn on any Scheduled commercial bank(s) in India in favour of **“Delhi Metro Rail Corporation Ltd”** payable at **“New Delhi”**.

- 2.9 The information submitted in the Bid Document will be the basis for evaluating the bidders. Interested parties may participate in the bid process as per the instructions given in this document. Bidders are expected to carry out extensive survey of the specified built-up shops at DMRC premises before the date of auction and make their own analysis at their own cost, before submitting their respective Bids for award of the License of a perspective site. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.
- 2.10 Bid document can also be downloaded from DMRC’s website www.delhimetrorail.com and may be submitted along with document cost & Undertaking for EMD/Bid Security declaration at the time of registration for the bidding process up to the time and date specified in the NIT. Bids submitted or registration done without cost of Bid document or/and Undertaking for EMD/Bid Security declaration by the bidders who have downloaded the Bid document from DMRC’s website, shall be out rightly rejected and they shall not be allowed to bid in the auction process. Late/ delayed registration received after the stipulated date and time for registration of bidding process shall also be rejected out rightly.
- 2.11 Registration/Bids for licensing of commercial space shall be accompanied with Undertaking for EMD/Bid Security declaration as indicated in Annexure-13 of this document.
- 2.12 Bidder shall register for the bidding process along with bid document cost & Undertaking for EMD/Bid Security declaration with KYC and tender document etc. DMRC does not have any agent/ sub-agent for marketing. Addendum/ Corrigendum, if any, will be placed on DMRC’s website www.delhimetrorail.com only.
- 2.13 Duly filled up Financial Bid Statement as per Annexure-3 shall be submitted immediately after capture of final bid at the prescribed venue and date of Open Auction.
- 2.14 In case of any grievances/complaints regarding this tender, please contact:

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

- ii) Chief Vigilance Officer
Delhi Metro Rail Corporation Limited
1st Floor, A -Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,
New Delhi -110001,

Email Id: cvodmrc@gmail.com ,

Phone No: 011-23418406

Website: <http://www.delhimetrorail.com/vigilance.aspx>

2.15 “Condition of contract on Safety and Health for Property Business contracts” uploaded in separate volume shall be integral part of the tender document.



CHAPTER-3: TERMS AND CONDITIONS

- 3.1 The built-up shops indicated in Annexure-1 shall be offered on “as is where is basis” and DMRC shall provide
- (a) The built up shop in the form of a bare shell structure with plain/ concrete floors and walls, without internal finishes.
 - (b) Electricity will be as per terms and conditions indicated in Annexure-IV of Draft License Agreement.
 - (c) Licensee can use the parking facility where available/provided at metro station/s on usual charges for each entry.
 - (d) Infrastructure facilities such as electricity, water and sewage disposal are subject to availability and technical feasibility. Priority for supply/provision of all such services will be given after operational requirements of DMRC. The Prospective Bidders agrees voluntarily and unequivocally not to seek any claim, damage, compensation or any other consideration, whatsoever on account of non availability/ provision of these facilities.
- 3.2 Bidders who propose to download the bid document from DMRC’s website are required to collect the location plans of commercial space free of cost from O/o Sr. Dy. GM /PB 3rd A Wing Metro Bhawan New Delhi. DMRC does not commit to provide any other specific drawing in specific format to the licensee. However, DMRC shall facilitate only available drawings to the licensee and shall provide essential help in preparation of drawings, if required by the licensee.
- 3.3 The areas of commercial spaces/shops mentioned in Annexure-1 are tentative and are subject to variation/ change in area. Actual area shall be measured at the time of handing over of the built- up Shop. If there is any variation in area, the License Fee shall be charged on pro-rata/ actual area basis as per the rate of quoted license fees in per square meter per month for the respective built up shop. The licensee shall be bound to take over the commercial space as per the actual allotted area. Moreover, the Successful bidder/ licensee shall not be entitled to demand any reduction in area of the shops/spaces.
- 3.4 The Successful bidder/ Licensee may be allowed for alteration/renovation, partitioning of the licensed built-up shops with the prior written approval of DMRC. In such case, no damage to any load bearing walls, columns or structural member or any service/ utility shall be permitted. Consequent to any alteration/renovation/partitioning of the licensed premise(s), for which prior approval in writing from DMRC has been taken by the licensee, if resulting in any increase/decrease in the handed over area, the variation shall not be considered for any change in the license fee or other payment terms. However, at the time of termination or natural completion of contract, DMRC reserves the right to ask the licensee to restore the licensed premises as per original allotment.
- 3.5 Permissible Usage of Space: The Commercial Space can be put for any activity except

banned list of usages as given in Annexure-II of Draft License Agreement. The Successful bidder/ Licensee shall not create, permit or allow any offensive odours to occur in or escape from the Licensed Space. Successful bidder/ Licensee shall ensure proper storage of its eatable products in such a way that there is no contamination or decay of consumable products or its raw materials. Cooking by gas bank/ PNG may also be permitted, if feasible only on the elevated stations, on case to case basis. If permitted gas bank shall have to be planned by the licensee at ground floor. The Successful bidder/ Licensee may be permitted to change the usage of space during the currency of license subject to prior approval of the DMRC. The Successful bidder/ Licensee shall be responsible for taking prior approval from all the relevant legal and statutory authorities as per the applicable laws for operation of its business.

- 3.6 The license period of the commercial space/built up shop shall be for a period of Nine (09) years which shall be commenced from the date of handing over of the shop or date of notice for taking over of possession or handing over or deemed handing over of the shop, whichever is earlier. The license shall further be extendable for a period of 06 (six) years on mutually agreed terms and conditions. The Successful bidder/ Licensee shall have option to exit from the License Agreement only after a lock in period of two years from the date of commencement of agreement. The Successful bidder/ Licensee shall have to issue 180 days prior notice to DMRC. Such prior notice intimation can be given after one and half (1 ½) years however option to exit will be available only after 2 (two) years. In this case, Security Deposit/ Performance Security of the Successful bidder/ Licensee shall be refunded after adjusting the dues, if any, to be payable by the Successful bidder/ Licensee.
- 3.7 The License fee and other charges/taxes shall commence and become payable immediately after a fitment period of 30 days from the date of handing over of the site or date of deemed handing over whatever is earlier i.e w.e.f the 31st day of such handover. The License fee +Other charges+ GST shall be payable immediately after completion of the fitment period of 30 days and shall be charged until the termination/ completion of the agreement. The Successful bidder/ Licensee is expected to complete his furnishing / development work in all respects within this fitment period of 30 days. No relaxation or further extension on any account will be given or considered. The Successful bidder/ Licensee voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on account of not taking over physical possession of Scheduled/allotted shop on date of deemed handing over, if applicable.
- 3.8 The advance license fee for first half year, shall be payable to the DMRC, prior to taking of possession as detailed in this bid document i.e. within 30 days of date of issue of letter of acceptance. Thereafter, License Fee of subsequent half years, along with other dues, shall be payable in advance by the Successful bidder/ Licensee to DMRC on half yearly basis by the last working day of the previous running half year.
- 3.9 A Half-yearly Other Maintenance Charges Fee of Rs. 360/- per sqm + GST as applicable for actual carpet area licensed would be payable to DMRC along with the advance license fee. This amount would be Rs. 432/- per sqm per half-year + GST, for actual carpet area licensed if the site has provision for supply of water.
- 3.10 The Successful bidder/ Licensee shall deposit & pay Interest Free Security Deposit/

Performance Security to DMRC, equivalent to twelve (12) months License Fee within 30 days of date of issue of LOA.

3.11 The License Fee, Other Maintenance Charges (OMC), and the Interest Free Security Deposit/ Performance Security shall be increased & escalated by 20% on completion of every three (3) years of license period, on compounding basis. Water consumption charges to be increased by 5% after completion of every one year of license period on compounding basis.

3.12 The Interest Free Security Deposit (IFSD) up to Rs.10 Lakhs shall be accepted only in the form of Bank Draft/PO in favor of DMRC Ltd. payable at New Delhi. However, if the amount of Interest Free Security Deposit/ performance Security exceeds Rs. 10 Lakhs, initial Rs. 10 Lakhs of IFSD shall be paid in form of Bank Draft/PO and for remaining amount of IFSD exceeding Rs. 10 Lakhs; minimum 50% of IFSD shall be paid in form of Bank Draft/PO (upto a maximum of Rs. 50 Lakhs of IFSD) & balance amount in form of Bank Guarantee (BG)/DD/PO in favour of DMRC Ltd. Interest Free Security Deposit/Performance Security can be paid & deposited as follows:-

The Bank Draft/PO issued for payment of Interest Free Security Deposit shall be in favor of DMRC Ltd payable at New Delhi and issued from a Scheduled Commercial Bank based in India, or/and

Irrevocable Bank Guarantee issued against Interest Free Security Deposit shall be in the prescribed format (Annexure-VIII of DLA) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, payable at/from its Branches located in Delhi/ NCR. The Bank Guarantee shall be valid at least for three years. The Bank Guarantee shall be renewed & extended for further period of atleast 3 years well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked & encashed by DMRC without any prior intimation to the licensee. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked & encashed by DMRC without any prior 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 interest of licensee to request the BG issuing bank to send a separate advice of the BG through SFMS. DMRC's designated bank at present for advising of bank guarantee through SFMS is detailed as under:

ICICI BANK Ltd.

9A, PHELPS BUILDING

CONNAUGHT PLACE, NEW DELHI-110001

IFSC CODE: ICIC0000007

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

handing over. In case of subsequent handing over of additional area to the licensee, Interest Free Security Deposit/ performance Security shall be updated and increased if the variation due to additional area is more than 10% of the main tendered area and it shall be deposited within fifteen (15) days of handing over of the additional area.

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

3.15 The Successful bidder/ Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License Agreement.

3.16 **Additional area**

- a) If Successful bidder/ Licensee applies for any additional area at same level for commercial purpose as permitted by DMRC (except for banned list of usages as given in Annexure-II of Draft License Agreement) even if for utility purposes (such as stand by generators, air-conditioning plants, water storage, antenna etc and other related equipment), the same shall be provided on pro-rata basis of the prevailing/applicable license fee, if found feasible, on sole discretion of DMRC. If such a space is given on the terrace or basement then license fee @ 50% of the rate of prevailing license fee as applicable for the shop shall be charged. It shall be paid within fifteen (15) days of date of issue of LOA and before handing over of the additional area.
- b) In case of subsequent handing over of any additional area to the licensee, Interest Free Security Deposit/ performance Security shall be updated if the variation due to additional area is more than (+) 10% of the initial tendered area and it shall be deposited within fifteen (15) days date of issue of LOA and before handing over of the additional area.
- c) Escalation of 20% in the rate of license fee OMC and IFSD/Performance Security of any additional allotted area shall be in the line of the license agreement for the allotted shop.
- d) No fitment period shall be permitted in case of allotment of any additional area.

3.17 Construction of mezzanine floor by Successful Bidder / Licensee shall be permitted, if feasible adhering to prescribed norms, after due approval from DMRC. Prospective bidders to quote their bid (s) keeping in view the availability of additional floor area in the form of mezzanine floor, subject to feasibility / norms & DMRC approval. No additional license fee shall be charged for creation of this additional floor in the form of mezzanine level. However, for areas/space with lower height, intermediate slabs may be permitted with approval of DMRC for storage of utilities. The same shall not be charged. However, at the time of termination / natural completion of contract DMRC reserves the right to ask the successful bidder to restore the licensed premises as per original allotment. The applicable property tax/ service charge will however be charged & recovered from the

licensee for the mezzanine floor, if any, also as applicable.

- 3.18 Awning: If the licensee installs an awning with a fixed/stretchable length of 3 feet to shield the premises/commuters from sunlight/rain/adverse weather conditions, the same shall not be charged. This proposal is only applicable to licensed premises having opening outside station building.
- 3.19 Dry and wet waste should be segregated from vendors who generate such waste. Thereafter, the party has to ensure its disposal accordingly.
- 3.20 The Successful bidder/ Licensee shall be entitled to sub-license the licensed shops/spaces during the subsistence of the License period with prior written approval of DMRC. However, for any such sub-license the following guiding principles shall be scrupulously observed.
- a) The Successful bidder/ Licensee shall prepare a draft standard format of the sub-license agreement, which they shall be required to sign with the sub-licensees for the use of the Licensed Space based on terms and conditions of License Agreement executed between DMRC and Successful bidder/ Licensee. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licenses shall be co-terminus with the termination of the License Agreement, including on sooner determination of the License Period for any reason whatsoever of termination of the sub-licensee's rights. The Licensee/ sub-licensee shall not have any claim or seek any compensation from DMRC for such termination.
 - b) The Successful bidder/ Licensee shall obtain the prior written approval of DMRC for such a format of standard Sub-License Agreement before its execution with the sub-licensee. In case, any subsequent deviation in this format of standard sub-license agreement is required, the Successful bidder/ Licensee shall again obtain prior approval of DMRC before entering into any agreement with the sub-licensee. DMRC reserves the sole right not to give consent/ approval to such a request and no compensation or claim on this account shall be entertained.
- 3.21 Electricity: The rules and guidelines for release of electrical supply for space are mentioned in Annexure-IV of Draft License Agreement. The power supply connection released for shops/spaces shall be based upon the Electrical Loads available from DMRC power network. However, if additional electrical load is required by the successful bidders, the same may be arranged by DMRC, if feasible, at the cost of successful bidders. Successful Bidder may provide split ACs, if required, at his own cost conforming to detailed specifications attached at Annexure-IV of Draft License Agreement. The licensee shall make provision for the installation of TOD Energy meter as per DERC guidelines. The Licensee shall pay a refundable electricity consumption deposit of Rs. 4500/- per KVA for sanctioning of electricity load as per requirement in the form of bank guarantee/e-pay/DD mode and no interest shall be paid by DMRC on this deposit. A non refundable one time electrical supervision charges of Rs 10,000/-(rupees Ten Thousand only) per energy meter +GST as applicable would also be paid to DMRC.
- 3.22 For any renovation and/or alteration to the existing floor plan, structure, utilities, etc., the

licensee shall be solely responsible for planning and design, preparation of additional drawings for existing/ modified spaces & utilities, obtaining all necessary prior permissions/ approvals from the concerned bodies/ departments, etc. all complete at its own cost. DMRC shall restrain itself only for forwarding the application for obtaining the required permission/ approval from the other bodies/ departments. The liasoning, risk, responsibility& cost, etc. in this regard shall be borne by the Successful bidder/ Licensee. However, DMRC may provide assistance wherever possible without any legal and/or binding obligation to facilitate the process.

- 3.23 Parking: If available parking facility may be used by the successful bidder. Parking facility for vehicles is available at the metro Station as applicable at the prescribed parking rates to be paid by the Successful bidder/ Licensee.
- 3.24 Surrendering/ withdrawal of the bid by the highest bidder after capturing of its bid during bidding process will lead to be barred from participating in the re-tender of open auction. Surrendering of license after payment of Interest Free Security Deposit/ Performance Security even without taking possession of Space shall lead to forfeiture of Interest Free Security Deposit/ Performance Security and all other payments made by the Successful bidder/ Licensee. The Successful bidder/ Licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, on account of such forfeitures.
- 3.25 On completion/ termination of the License Agreement, the Successful bidder/ Licensee shall handover the shop to DMRC with normal wear & tear within 30 days of such completion/termination. The Successful bidder/ Licensee shall be allowed to remove his movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc. without causing damage to the structure. However, the Successful bidder/ Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space.
- 3.26 A grace period of 30 days will be provided to the licensee for vacating the site after termination/completion of contract. If, the licensee fails to vacate the licensed space/premises within the grace period, penalty of **twice** the prevalent monthly License Fee shall be charged for occupation for & beyond this 30 days period. After lapse of this 30 days grace period, DMRC shall take over possession of the goods/property treating at NIL/ZERO value, even if it is under & lock & key; and DMRC shall be free to dispose-of the said goods/property in any/ whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/damages after completion of grace period in this regard. 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**.
- 3.27 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 raising 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.

CHAPTER-4: INFORMATION & INSTRUCTIONS TO BIDDERS

4.1 The Bidders shall be required to submit the Undertaking For tender security/EMD declaration:As per annexure-13 at the time of registration if undertaking for tender security declaration is not submitted or is not in prescribed format then such bids shall be considered ineligible and summarily rejected.

The tenderer shall submit an undertaking declaration as per Annexure-13 of RFP that in the following cases, the tenderer shall be debarred from participating in open auction and also will be debarred from participating in any tender of DMRC for a period as specified in table below: In case of JV/Consortium, the said action of debarment shall be taken against each of the consisting member of JV/Consortium.

S.No	Case	Period of ban*
1	If I/We (i) fail or refuse to furnish the unconditional acceptance of LOA within the time limit specified in NIT and RFP and/or (ii) fail or refuse to furnish the Performance Security in accordance with NIT and RFP and/or (iii) fail or refuse to enter into a Contract within the time limit specified in NIT and RFP.	In all the cases Two years

The said undertaking must be signed by bidder/authorized signatory of the bidder with stamp.

4.2 The built up shops are being offered as per Annexure-1.

4.3 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) If the lessee/ licensee have any dues pending against invoices raised by DMRC before 31.12.2019.
- b) If the lessee/ licensee 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) If the lessee/ licensee 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) If the lessee/ licensee 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) If the lessee/ licensee has not opened the Escrow Account for the license/lease agreements of DMRC in which there is provision of opening of Escrow Account.
- f) If the lessee/ licensee 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.

- g) In case the bidder is DMRC's existing lessee/licensee/concessionaire for some other space licensed/leased/concessioned out by DMRC, the bidder is required to submit the details by duly filling up Annexures-14(A)& 14(B). In case the bidder is not an existing lessee/licensee/concessionaire of DMRC, the fact shall be clearly stated in the Annexures.

- 4.4 The process of auction will be conducted in three schedules. In the first schedule, only those shops will be auctioned whose Reserve price is equal to and more than Rs. 1000/-. In the second schedule, only those shops will be auctioned whose Reserve price is greater than Rs. 550/- and equal to or less than Rs. 999/-. In the third schedule, only those shops will be auctioned whose Reserve price is less than or equals to 550/-. Reserve price is in per Sqmtr per month.

S. No.	Reserve Price per Sqm/month	Schedules	Auction
1	More than or equal to Rs. 1000/-	Schedule-1	Day first
2	From Rs.551/- to Rs. 999/-	Schedule-2	Day second
3	Less than or equal to 550/-	Schedule-3	Day third

- 4.5 The registration process for the auction will close in at least 3 working days prior to day of Schedule-I auction
- 4.6 The tender cost shall be submitted in the form of DD/PO in favour of DMRC Ltd payable at Delhi & issued by a Scheduled Commercial Bank and shall be deposited with DMRC Ltd. before the close of registration process.
- 4.7 A Onetime Tender cost of Rs. 1,770/- and one complete bid document including Draft License Agreement (along with applicable documents/annexures) is required to be submitted by an applicant/bidder irrespective of the number of shops the applicant is interested to bid i.e. in case of bid for more than one shop.
- 4.8 Security: Successful bidder/ Licensee shall arrange its own security for its premises. Successful bidder/ Licensee shall provide additional security arrangement by deploying sufficient security personnel, CCTV, etc. with prior approval of DMRC.
- 4.9 All communications in relation to the Bidding Documents/ Process and the Bid shall be preferably made in English language.
- 4.10 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 4.11 Shop visit and verification of information: Bidders are advised to participate in the auction/bidding process after visiting the said premises and ascertaining themselves the conditions, traffic, location, surroundings, climate, availability of parking space, power, water and other utilities, access to station/ space, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant & necessary for its business. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard. After submission of Bid, no Bidder shall be permitted to seek any clarification/

document from DMRC.

- 4.12 It shall be deemed that by offering a Bid in the auction process, the Bidder has:
- a) made a complete and careful examination of the bidding documents & the offered shops/spaces;
 - b) received all relevant information from DMRC;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in bid documents;
 - d) satisfied itself about all matters, things and information hereinabove necessary and required for bidding, execution of the license agreement in accordance with the bidding documents and performance of all of its obligations there under;
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
 - f) Agreed to be bound by the undertakings submitted by it 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 Bidding Process, including any error or mistake therein or in any information or data given by DMRC.
- 4.14 At any time prior to the Due Date of Auction, DMRC may, for any reason, modify the Bidding Documents by the issuance of Addenda/ Corrigenda which shall be placed on DMRC's website www.delhimetrorail.comonly. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Due Date of Auction.
- 4.15 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to 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 its obligations or liabilities hereunder nor shall it affect any rights of DMRC there under.
- 4.16 Nothing in the Bid Documents or in any communication issued by DMRC or its advisers/ officers/ employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.
- 4.17 DMRC has the right to reject Bidders/ Applicants from further consideration before the start of the bid process if it has reason to believe or apprehend that the inclusion of the said Bidder or applicants may lead to misuse of the said shops/spaces, or any other threat to the smooth functioning of the metro rail operations.
- 4.18 If DMRC reasonably requests, the Bid Applicants shall provide evidence of their continued

eligibility in a satisfactory manner acceptable to DMRC. Bidders are put on notice that they are liable for disqualification, if it is determined, at any stage of the bidding process, that the Bidders shall unable to fulfill the requirements of the project or of the eligibility criteria at this stage.

- 4.19 If the Bid Document has been downloaded from the website of DMRC, the applicant undertakes not to tamper/ alter/ correct/ modify the document in any manner, whatsoever. DMRC will reject the bid out rightly, in case, it is found at any time that the bid document has been tampered/ modified/ altered, in any manner. In such case, DMRC reserves the right to cancel the agreement, forfeit all amounts paid/ deposited by the Successful bidder/ Licensee without prejudice to takes necessary legal action. The applicant voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration.
- 4.20 The Applicants who propose to use downloaded document, must ensure that they have collected the location plans from the office of Sr. DGM/PB-2, DMRC i.e. Property Business Cell. The bidder hereby agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever on account of having to collect the location plans.
- 4.21 The bidder shall keep his bid valid for 180 days from the date of submission.
- 4.22 DMRC reserves the right to out-rightly reject conditional Bids without assigning any reason, whatsoever.
- 4.23 All provisions of the Delhi Metro Operations & Maintenance Act, 2002 and amendments thereto, shall be applicable/ enforceable on Licensees. As such Bidders are advised to conduct themselves in an orderly manner.
- 4.24 After selection of successful Bidder, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DMRC to the Successful Bidder(s). The Successful Bidder(s) shall, within 07 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA as a token of acknowledgement and unconditional acceptance of the terms and conditions of the LOA. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, cancel and withdraw the Letter of Acceptance and take action as per terms and conditions of BID document.
- 4.25 The successful bidder shall pay the advance License Fee and OMC for first half year + GST as applicable and other charges such as electricity consumption deposit (Rs. 4500/- per KVA) etc., along with interest free security deposit/ performance security within 30 days from the date of issue of letter of acceptance(excluding the date of issue of LOA) and only thereafter take possession of the licensed premises, within 7 days of signing of license agreement which shall be executed within 30 days of receipt of full LOA payment. Any request of/by the successful Bidders for seeking any clarification/ approval etc. from DMRC shall be considered only after submission of requisite amount of payment as per the LOA. In case, the bidder fails to submit the LOA payment including Interest Free Security Deposit/Performance Security within thirty (30) days from date of issuance of LOA, an extended period of further thirty (30) days, i.e. upto sixty (60) days from date of issue of LOA may be allowed by DMRC to make LOA payments along with penal interest for delayed payment of LOA amount which shall be payable to

DMRC as follows:

Days from issuance of LOA	Rate of Penal Interest
Up to 30 days	NIL
31st to 45th day	@ 18% per annum on balance LOA amount remaining unpaid +GST
46th to 60th day	@ 24% 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 RTGS/NEFT/DD/PO only, in favour of DMRC Ltd. & payable at New Delhi. If the licensee fails to submit the required LOA payment including Security Deposit amount/any other amount required as per terms and conditions of LOA, within sixty (60) days of issue of LOA, the LOA may be cancelled and any amount submitted may be forfeited by DMRC and action shall be taken as per terms and conditions of bid document.

After sixty (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 any amount submitted may be forfeited by DMRC and the tenderer shall be debarred from participating in the re-tender of this work and also will be debarred from participating in any tender of DMRC for a period as specified in annexure-13. 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.

- 4.26 If the Successful Bidder fails to pay the amount/dues in accordance with LOA within the extended period of maximum 60 days from the date of issue of LOA, DMRC shall have right to cancel the LOA. The bidder voluntarily and unequivocally agrees not to seek any claim, Compensation, damages or any other consideration whatsoever on this account.
- 4.27 On receipt of full amount in accordance with Letter of Acceptance, DMRC shall issue a taking over notice to the Successful Bidder to take over the Scheduled licensed shop on the specified date within 7 days from the date of signing of license agreement & after payment of dues in accordance with Letter of Acceptance. If the Successful Bidder fails to take over the Scheduled Shop on scheduled date mentioned in the letter of intent for whatsoever reasons, the Scheduled shop shall be deemed handed over on the 7th day from the date of signing of the license agreement as stipulated in Letter of Acceptance or on the intended date of handing over whichever is earlier. If DMRC fails to hand over any part of a Scheduled licensed shop within specified period, the Successful Bidder voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on this account.
- 4.28 Successful Bidder shall sign the License Agreement within 30 days of making full payments as per the LOA. In case the licensee does not sign or delays the execution of the license agreement beyond 30 days, DMRC may terminate the contract and cancel the LOA and forfeit the IFSD & any other amount paid to DMRC. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement. Payment of stamp duty, if any, for executing the license agreement in pursuance of this Bid shall be borne by Licensee.

- 4.29 **REGISTRATION OF LICENSE AGREEMENT:** The registration of Licensee 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 are to be submitted to DMRC for records. Any amendment in the contract/license agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to DMRC for record. In case the registration of the license agreement/amendment is not done within the 30 days of signing of license agreement/amendment, it shall be treated as “material breach of contract”. The Licensee will be given 30 days time to cure the default. In case Licensee fails to remedy the breach/default in this regard to the satisfaction of the DMRC within the cure period of 30 days, DMRC may terminate the Licensee agreement at any time after the expiry of cure period duly forfeiting the interest free security deposit and any other amount paid by Licensee.

Confidentiality:

- 4.30 All documents forming part of the bidding process shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation for their Bid. The provisions of this Clause shall also apply mutatis mutandis to all documents submitted by the Bidders, and DMRC shall not return to the Bidders any document or any information provided along therewith.
- 4.31 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.
- 4.32 All interested parties wishing to inspect the offered built up shop may contact the following person or Station Managers of concerned Metro Station:
- The Office of Sr.Dy. GM/ PB,
Property Business Cell
3rd Floor, ‘A’ Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi - 110001**
- Contact Number Tel. 23417910-12 Ext. 534772,534248 and 534788**

CHAPTER-5: PROCEDURE OF AUCTION

- 5.1 The process of auction will be conducted in three schedules. In the first schedule, only those shops will be auctioned whose Reserve price is equal to and more than Rs. 1000/-. In the second schedule, only those shops will be auctioned whose Reserve price is greater than Rs. 550/- and equal to or less than Rs. 999/-. In the third schedule, only those shops will be auctioned whose Reserve price is less than or equals to 550/-. Reserve price is in per Sqmtr per month.

S. No.	Reserve Price per Sqm/month	Schedules	Auction
1	More than or equal to Rs. 1000/-	Schedule-1	Day first
2	From Rs.551/- to Rs. 999/-	Schedule-2	Day second
3	Less than or equal to 550/-	Schedule-3	Day third

- 5.2 Before start of auctioning process, the bidders are advised to fill required documents, incorporating all the information required in therein except the financial bid (*Please write Space ID, Floor Level as per Annexure-1*). The venue may be changed to a new location within the Complex, if DMRC has reason to believe that all participants cannot be accommodated at the said venue. The participant agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration, whatsoever on account of minor change in venue. The Participants also agree voluntarily to be present at least half (½) an hour in advance before the beginning of open auction to take care of such emergencies.

Registration:

- 5.3 All bidders will be required to get themselves registered (at least 3 working days prior to the day of Schedule-I auction) for the bidding process as per the schedule specified in the tender document/NIT. The bidder will be required to submit duly signed bid document, bid application form, Undertaking For tender security/EMD declaration, annexure(s), KYC documents etc along with DD/ Pay Order in favour of DMRC Ltd. Issued by a scheduled commercial bank & payable at Delhi towards cost of the Bid Document irrespective of shop for which bids are to be made. One common Bid Document and cost of bid document may be submitted for all Schedules shops/spaces in which the participant is interested to bid.
- 5.4 The registration will be done at the specified place on scheduled dates and time. No application for registration will be accepted after scheduled date & time of the expiry of deadline for the registration process. After registration, every bidder shall be given a unique registration number for participation in the auction. Bidders without the Undertaking For tender security/EMD declaration shall not be allowed to participate in auction process.
- 5.5 Bidders are requested to submit their filled Bid Document and Undertaking For tender security/EMD declaration along with tender cost well in time, on or before the scheduled date & time of the registration process. The Bid Document must be complete in all respects including annexures. All pages of this document must be signed as acceptance of terms and conditions mentioned therein and submitted before the end of the stipulated date and time of the registration process along with the following documents:
- One passport size photograph along with the three specimen signatures attested by Gazetted Officer/ District Magistrate/ Manager of any Nationalized Bank.
 - Identity proof (any photo identity card, such as driving license or voter's ID cards,

Aadhar card/Passport).

- c) Proof of residence (Aadhar Card / Driving License card / Electricity Bill/Passport/voter ID).
- d) General Information of Bidder as per Annexure-4,
- e) POA as per Annexure-5, Consortium Agreement,
- f) MOA as per Annexure-6,
- g) Affidavit as per Annexure-7
- h) Undertaking for responsibility as per annexure 8.
- i) Self-attested copy of PAN, TAN and GST registration number.
- j) Undertaking for not being banned from doing business as per Annexure 10.
- k) Undertaking for responsibility as per annexure 11, applicable for all bidders.
- l) Undertaking for tender security declaration as per annexure-13
- m) Undertaking for dues in other contracts as per annexure-14(A)
- n) Undertaking for contract/s with DMRC as per annexure-14(B)
- o) Undertaking for DOWNLOADED TENDER DOCUMENT as per annexure-15

Process of Auction:

- 5.6 Only the registered applicant/bidder will be allowed to participate in the bidding process. In case of individual, sole proprietorship firm, partnership firm the physical presence of such-bidders is mandatory in the auction. In the case of company/consortium and registered coop. Society the duly appointed POA may bid in the auction, in case of such bidders.
- 5.7 A Bidder may participate in the auction process for any number of Shops.
- 5.8 First Round of Auction shall start after the completion of registration process up to the specified time & date as given in the NIT as per the given schedule in order of serial numbers mentioned in schedule 1 of Annexure-1, second round for shops listed in schedule 2 of Annexure-1 on the 2nd day of auction. and third round for shops listed in schedule 3 of Annexure-1 on the 3rd day of auction
- 5.9 The auctioneer will announce the Space ID, area of the Space in sqm, the Reserve Price in Rupees per sqm etc.
- 5.10 The bidder shall be permitted to make its bids in increments of Rs. 20/-(twenty) only. The bid price shall be made in Rupees per Square meter per month. Bidders shall not be permitted to repeat the same bid. In case of same/equal the bid, the bid made by the party first shall be taken as final.
- 5.11 In every round of bidding, the highest bid shall be called out thrice, and the final highest bid shall, on the third call, be captured by the ring of the bell and shall be taken as the final bid, subject to acceptance by DMRC. Bidders are advised not to wait for the final call, to call out their bids.

- 5.12 Ring of bell after Third Call of/for the highest Bid doesn't mean automatic licensing of shop. It only indicates capture of the highest bid by DMRC in the auction for a particular shop/space. Final acceptance of the highest Bid shall be done after the approval of competent authority of DMRC. The bidder unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration in case of non-acceptance of its Bid for any reason whatsoever. Any decision taken by DMRC management in this regard shall be final and binding on the bidders.
- 5.13 Subsequent to capture of the highest Bid, the highest bidder shall immediately submit its financial bid made in the Financial Bid Statement as per Annexure-3 to the Auctioning Team of DMRC.
- 5.14 Once the reserve price is announced, countdown of the bidding process will start and if it is found that no Bid is called out for any announced commercial space/shop by the third call captured by the ring of the bell, the commercial space shall be treated as "Auction Failed" and the process for auction of next commercial space (if any) shall be started.
- 5.15 The signed bid document of the highest bidder will be retained in its acceptance of the terms and conditions.
- 5.16 Cost of Bid Document submitted to DMRC shall be non-refundable.
- 5.17 On the day of Auction, this process will be repeated for all shops (if any shop is still available for the bidding) in sequence of the Schedules indicated in Annexure-1 i.e. Schedule 1, 2 and 3 to be conducted on day 1st, 2nd and 3rd of the auction process.
- 5.18 DMRC shall not entertain any communication from the bidders with respect to the bids w.e.f. the date of Auction to the date of acceptance. Notwithstanding anything contained herein, DMRC reserves the right to call for additional information/ clarification from the Bidders/ Applicants. The Bidders should furnish such requirements within the stipulated time.
- 5.19 DMRC reserves the right, not to offer clarifications on any issue, if it perceives that the clarification can only be made at a later stage of the selection/auction/bidding process. No extension of any deadline shall be granted on the basis or grounds that DMRC have not responded to any query or question or not provided clarification.
- 5.20 No offer can be assigned nor can it be withdrawn or varied prior to its acceptance/ refusal by DMRC. There shall be no overwriting or corrections while filling the bidder application form. Any such overwriting may render the offer null and void after approval of competent authority.
- 5.21 The successful bidder shall execute the license agreement with DMRC for auctioned licensed Commercial shops as per Draft License Agreement attached with the tender document on stamp paper and shall bear the cost of stamp paper required for executing the License Agreement.
- 5.22 The bidders shall bear all the costs associated with the preparation and submission of the bid document and in no case, shall DMRC be responsible for these costs, regardless of the

outcome of the selection process. The successful bidder shall also bear all the costs for preparation of the formal agreement and no compensation or claim on this account shall be entertained.

- 5.23 DMRC reserves the right to remove or add any built up shop listed in Annexure-1 of this bid document, from the bidding process before the start of the auction process. The bidders voluntarily and unequivocally, undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of removal of any space from the bidding process.



CHAPTER-6: MISCELLANEOUS

- 6.1 The Auctioning 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 Auctioning Process. During the auctioning process no dispute of any type would be entertained. 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. All disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement. The courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.
- 6.2 DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Auctioning Process and/ or amend and/ or supplement the Auctioning 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.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Auctioning 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.
- 6.4 Notwithstanding anything to the contrary contained in this Bid Document, the detailed terms specified in the Draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 6.5 The Bidders, who have down loaded the Bid Document from the DMRC's website, should ensure that the complete Bid Document has been downloaded. The printout of Bid Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on DMRC's website. The print should be legible and indelible. The downloaded Bid Documents should have tamperproof binding. In case of any correction/ addition/ alteration/ omission in the Bid Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

CHAPTER-7 FRAUD AND CORRUPT PRACTICES

- 7.1 Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, DMRC may initiate the action as per terms and conditions of RFP and NIT, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DMRC may initiate the action as per terms and conditions of RFP and NIT and DMRC shall be entitled to forfeit Interest Free Security Deposit / Performance Security and advance License Fee received as the case may be, as Damages, without prejudice to any other right or remedy available to DMRC under Bidding Documents and/ or License Agreement, or otherwise.
- 7.2 Without prejudice to the rights of DMRC under Clause 7.1 hereinabove and the rights and remedies which DMRC may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by DMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by DMRC during a period of 2 (two) years from the date such Bidder is found by DMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 7.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.
 - (b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DMRC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- 7.4 DMRC reserves the right to reject any Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by DMRC, the supplemental information sought by DMRC for evaluation of the Bid.
- Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

7.5 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by DMRC, that one or more of the Eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by DMRC to the Selected Bidder or the Licensee, as the case may be, without DMRC being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, DMRC shall be entitled to forfeit Interest Free Security Deposit / Performance Security and advance License fee received if any, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to DMRC under the Bidding Documents and/ or the License Agreement, or otherwise

CHAPTER-8 BANNING POLICY

8.1 DMRC reserves its right to Suspend or Ban Business Dealings with any Agency/Licensee, if such Agency/Licensee is found to have committed misconduct or fraud or any of its action(s) fall into any such categories.

8.2 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/Licensee on the grounds mentioned in Clause 8.3 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 Clause 8.3 below. However, in the following cases Banning shall be ordered without following the procedure of Suspension / Banning.
 - (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 two years 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 what so ever 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 02 years from the date of discharge of tender/date of cancellation of LOA/annulment of award of contract as the case may be.

8.3 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.

8.4 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. The Banning period will be inclusive of period of Suspension if imposed on the Agency/Licensee. The period of banning can exceed 3 years but not more than five years in extreme specific cases to safeguard the interest of DMRC.

Annexure-1: Details of Commercial Shops for day 1st of auction

Schedule-1

S/NO	Line	Station	Shop No	Approx Area in Sqm	Rserve price (Rs/Sq/month)
1	2	M.G. ROAD	MGRO_C_4	5.76	18900/-
2	2	RAJIV CHOWK	RCK_04	95.41	12645/-
3	2	RAJIV CHOWK	RCK_07	83.76	9707/-
4	2	RAJIV CHOWK	RCK_06	57.80	9707/-
5	3	Karol Bagh	U22_DGN	52.29	7789/-
6	2	RAJIV CHOWK	RCK_TOM	65.20	7429/-
7	3	Jhandewalan	JW_2C	8.80	6210/-
8	3	Karol Bagh	KB_G3	30.13	5573/-
9	2	RAJIV CHOWK	RCK_05	99.48	5447/-
10	2	M.G. ROAD	MGRO_C_5	11.20	4158/-
11	3	Karol Bagh	U22_AGN	35.26	3456/-
12	3	Rajouri garden	U22-DGN	49.70	3422/-
13	2	SIKANDERPUR	SKRP_C_3	44.66	2889/-
14	1	Pitampura	PTP_1C	23.23	2853/-
15	3	Uttam Nagar West	U22_AGS	16.66	2628/-
16	3	Uttam Nagar East	UNE_1C	11.07	2070/-
17	3	Dwarka	DW_2G	35.76	2025/-
18	1	Rohini East	RHE_1C	24.40	1908/-
19	3	R K Ashram	U22_AGN	35.84	1867/-
20	1	Kohat enclave	KE_CE_02	8.25	1801/-
21	3	Rajouri garden	U22_ECN	15.90	1788/-
22	1	Kanahiya Nagar	KN_01-04	75.81	1426/-
23	1	Kanahiya Nagar	KN_1C	13.00	1188/-
24	1	Shahadra	SHD_05	8.97	1179/-
25	3	Shadipur	SP_2G	14.58	1157/-
26	1	Rithala	RI_06	17.01	1145/-
27	1	Shahadra	SHD_19	61.99	1090/-
28	3	Jhandewalan	JW_3C	20.33	1081/-
29	1	Rithala	RI_03	17.93	1080/-
30	3	Rajouri garden	U22_BCS	16.27	1061/-
31	1	Shahadra	SHD_06	8.22	1048/-
32	6	Janpath	JANPATH_1	229.79	1037/-
33	3	R.K Ashram	U22_GCS	21.83	1037/-
34	3	R.K Ashram	U22_HCS	19.75	1037/-
35	1	Rithala	RI_05	16.81	1015/-
36	1	Partap Nagar	PRA_6A	12.95	1011/-
37	3	Ramesh Nagar	U22_CGN	20.49	1002/-

Schedule-2

S/NO	Line	Station	Shop No	Approx Area in Sqm	Rserve price (Rs/Sq/month)
1	1	Pratap Nagar	PRA_11C	8.81	997/-
2	3	Ramesh Nagar	U22_GCN	27.77	997/-
3	3	Patel Nagar	PN_2G	15.90	994/-
4	3	Tagore Garden	TG_2G	15.75	988/-
5	3	Tagore Garden	TG_3G	16.36	980/-
6	1	Rithala	RI_02	17.05	977/-
7	3	DwarkaMor	DM_1C	22.23	977/-
8	1	Rithala	RI_07	42.24	972/-
9	3	Rajouri garden	U22_CCS	16.75	946/-
10	5	Peeragarhi	PAGI_4	10.50	936/-
11	6	Janpath	JANPATH_2	220.96	929/-
12	1	Rithala	RI_01	17.38	923/-
13	1	Shahadra	SHD_03	20.99	918/-
14	1	Shahadra	SHD_08	20.00	911/-
15	1	KeshavPuram	KP_CE_1	15.55	893/-
16	3	Rajendra Place	U22_HCS	17.70	872/-
17	1	Shahadra	SHD_07	20.00	862/-
18	1	Shahadra	SHD_13	20.00	862/-
19	3	R K Ashram	U22_KCS	15.93	853/-
20	3	Subhash Nagar	U22_HCS	17.07	846/-
21	1	NetaJiSubash Place	NSHP_1G	79.33	842/-
22	1	Shahadra	SHD_04	8.11	822/-
23	3	Subhash Nagar	U22_BGS	16.10	812/-
24	1	Rithala	RI_Add_01	51.43	810/-
25	1	Pratap Nagar	PRA_09A	14.00	778/-
26	3	Subhash Nagar	U22_GCS	22.40	772/-
27	3	Ramesh Nagar	Shop no 8	13.75	765/-
28	3	Shadipur	SP_6G	12.60	765/-
29	1	Pratap Nagar	PRA_3A	12.00	761/-
30	1	Pratap Nagar	PRA_03C	27.86	750/-
31	3	Subhash Nagar	U22_CGN	24.42	739/-
32	3	R.K Ashram	U22_BGS	26.69	732/-
33	3	Tagore Garden	TG_1C	14.85	690/-
34	1	Pratap Nagar	PRA_05C	14.00	683/-
35	1	Shahdra	14	20.00	680/-
36	1	Shahadra	SHD_11	18.78	661/-
37	1	Pratap Nagar	PRA_07C	14.28	642/-
38	3	Subhash Nagar	U22_JCS	16.49	635/-
39	5	PaschimVihar East	PVE_1	11.87	622/-
40	3	Shadipur	SP_6C	19.30	622/-

Bid Document for Licensing of 130 built-up shops/bare space at various metro stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction

41	1	Shahdara	15	18.90	620/-
42	2	Ghitorni	GTNI_C_3	10.51	614/-
43	6	Badarpur	BAPU_G_6	37.49	605/-
44	6	Badarpur	BAPU_G_7	39.60	599/-
45	1	Pratap Nagar	PRA_14C	10.39	594/-
46	1	Pratap Nagar	PRA_06C	13.99	582/-
47	3	Subhash Nagar	U22_GCN	18.43	572/-
48	1	Pratap Nagar	1C	72.25	566/-
49	1	Pratap Nagar	PRA_13C	9.45	565/-



Schedule-3

S/NO	Line	Station	Shop No	Approx Area in Sqm	Rserve price (Rs/Sq/month)
1	1	Pratap Nagar	PRA_04B	11.81	541/-
2	6	NeelamChowkAjronda	NCAJ_CS	25.97	531/-
3	6	ITO	ITO_CP1	242.00	531/-
4	6	ITO	ITO_CP2	143.36	531/-
5	2	ARJANGARH	AJG_C_3	76.41	529/-
6	3	Shadipur	SP_4C	17.11	518/-
7	5	Nangloi railway	NRSN_2	8.48	513/-
8	1	Pratap Nagar	PRA_12C	9.35	495/-
9	3	Motinagar	MN_1C	14.39	486/-
10	6	NHPC Chowk	NHPC_CS	27.01	478/-
11	6	Sector-28	STTN_CS	40.30	478/-
12	3	Shadipur	SP_7C	16.30	475/-
13	5	Inderlok	ILOK_1	15.13	445/-
14	3	Uttam Nagar West	U22_FCS	18.67	437/-
15	1	Pratap Nagar	PRA_05A	30.25	421/-
16	1	Pratap Nagar	PRA_09C	43.88	416/-
17	3	Uttam Nagar West	U22_CCN	19.86	395/-
18	1	Pratap Nagar	PRA_02C	72.37	393/-
19	3	Ramesh nagar	U22_FCN	27.28	389/-
20	3	Tilak Nagar	TN_1G	65.00	389/-
21	5	Mundka	MUDK_04	14.98	369/-
22	3	Subhash Nagar	U22_DGS	17.85	362/-
23	5	Peeragarhi	PAGI_9	77.00	357/-
24	5	Peeragarhi	PAGI_5	22.73	356/-
25	3	Subhash Nagar	U22_EGS	32.35	302/-
26	5	Nangloi	NNOI_1	37.97	301/-
27	3	Nawada	NWDA_1C	19.44	300/-
28	5	Nangloi	NNOI_3	9.71	299/-
29	5	Nangloi	NNOI_4_G	7.92	299/-
30	3	Uttam Nagar West	U22_GCS	19.18	292/-
31	2	ROHINI SEC-18	RISE_G_2	90.00	284/-
32	3	Ramesh Nagar	U22_JCN	21.19	281/-
33	5	Nangloi railway	NRSN_4	15.51	280/-
34	5	Nangloi railway	NRSN_6	8.09	259/-
35	5	Mundka	MUDK_01	82.00	249/-
36	5	Shivaji Park	SHVP_4	81.33	243/-
37	3	Nawada	NWDA_2C	22.09	215/-
38	5	Nangloi railway	NRSN_1	11.11	211/-
39	5	Rajdhani Park	RDPK_2	10.56	198/-
40	5	Nangloi railway	NRSN_03	40.04	190/-
41	5	Madipur	MAPR_1	80.24	175/-

42	5	Nangloi railway	NRSN_5	82.00	163/-
43	5	Maharaja surajmal Stadium	SMSM_1	11.16	152/-
44	5	Rajdhani Park	RDPK_4	15.81	137/-

- Note-1:** Total number of Built-up Shops at 48 Metro Stations for bid is 130 (One hundred thirty), shall offer these for licensing by open auction.
- Note-2:** Areas indicated above are approximate. Actual area (carpet area) shall be measured at the time of handing over of built-up shops. The actual area will be measured and variation of area may occur. However the payment of license fees will be adjusted on pro rata basis as per the actual area allotted. Interest free security deposit will not be readjusted if the variation in area handed over is up to (+/-) 10% else security deposit will be readjusted according to area, handed over.
- Note-3:** All built-up shops offered on license basis are on “as is where is basis”. On this area the selected bidders is expected to carry out all works, as needed for commercial use.
- Note-4:** The built-up shops can be utilized for all commercial activities except for banned list as per Annexure-II of DLA. In addition, no cooking is permitted for shops in underground stations. Only electrical/ induction cooking of semi-cooked food can be permitted in underground stations.
- Note-5:** Bidders who propose to download and use this Bid document are required to collect the location plans for the above station shops from the office of the Sr. Dy. GM/PB-2, DMRC Ltd, 3rd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110 001, from 1500 hrs to 1700 hrs on all working days, free of cost. The plans are to be duly signed and submitted along with the Bid as its integral part.
- Note-6:** Interest free Security deposit/ Performance Guarantee amount is equal to 12 months/ one year’s license fees.
- Note-7:** Parking- The parking facilities provided as part of the station parking may be used and all charges, fees and rules shall apply as applicable to the general public and the commuters.

Annexure-2: Bid Application Form
(On Official letterhead of the Bidder)

No:

Dated:

To

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

Sub: Auction for Licensing of 130 built-up shops at 48 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction

Sir,

With reference to above subject, I/we, having examined the Bid Document and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for commercial activities in 130 commercial Space on License Fee basis at 48 Metro Station on Line – 1,2,3,5, & 6. The Bid is unconditional and unqualified.

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

shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

- (e) the undertakings given by us along with the Application in response to the Bid for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Bid document.
 6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
 7. In the event of declaration as the Successful Bidder, I/we agree to enter into a License Agreement in accordance with Draft License Agreement duly corrected as per addenda /corrigenda, if any. We agree not to seek any changes in the aforesaid Draft License Agreement and agree to abide by the same.
 8. I/ We have studied all the Bid Document carefully and also surveyed the Commercial Shops/spaces. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
 9. I/ We offer due undertaking for tender security declaration with the Bid Document. The documents accompanying the Bid, as specified in Bid, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
 10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
 11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bid document, Draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the Commercial Shops/spaces.
 12. I/ We agree and undertake to abide by all the terms and conditions of the Bid document.
 13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
 14. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Bid.

15. I/ We hereby submit bid document i.e. Bid document and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

(Following declaration is to be submitted only by the Bidders who have downloaded the Bid document from DMRC's website)

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

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

Yours

(Signature, name and designation of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

Annexure-3: Financial Bid Statement

I/ We hereby offer to take up on license basis the commercial space at _____ metro station having Space ID No. _____ (as indicated in Annexure-1) of approximately _____ sqm area, and to operate as a _____ (usages other than the usages banned list mentioned in Annexure-II of DLA) retail outlet thereon as per terms of this bidding.

- (a) I/We shall pay to DMRC a License fee of Rs. _____ (in figures) (Rupees _____) (in words) per sqm per month along with applicable GST which is presently @18% for the specified Space payable at half yearly basis for operating at the Licensed Premises for a period of only nine years from the date of possession or date mentioned in letter or notice for taking over possession as and when the same is communicated by DMRC to do so.
- (b) A Half-yearly Other Maintenance Charges Fee of Rs. 360/- per sqm + GST as applicable for actual carpet area licensed would be payable to DMRC along with the advance license fee. This amount would be Rs. 432/- per sqm per half-year + GST, for actual carpet area licensed if the site has provision for supply of water.
- (c) I/ we shall be pay The Water/drainage for licensed shop shall be provided depending upon technical feasibility and availability only. The water charges shall be applicable @ Rs. 2000/- per month + GST/taxes, as applicable from time to time, for shops with a ½ inch pipeline capacity. However, if the licensee is desirous of increasing the pipeline capacity, DMRC shall charge for the same at Delhi Jal Board's (DJB) commercial water rates. The recurring payments in item (a) and interest free security deposit/ Performance Security shall be escalated by 20% annually after completion of every three year of license period, on compounding basis and item (b) shall be escalated at the rate of 5% after completion of every one year of license period on compounding basis.
- (d) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy in license fee quoted in words and figures, the amount quoted in words shall prevail.
- (e) The other utility charges like electricity, water, chiller, etc.
- (f) All statutory taxes, local levies, statutory dues, etc. including property tax, as applicable from time to time.

I/We shall submit the interest free security deposit as requested within 30 days of date of the LOA along with the advance license fee for first half year including all other charges and take possession of the Licensed Space, on a convenient date, which may be decided and intimated by DMRC (within 7 days of signing of license agreement after making the full LOA payment including Interest Free Security Deposit/ Performance Security).

I/We agree to start of license period from the date of possession or date mentioned in letter or notice for taking over possession of licensed Space, as and when the same is communicated by DMRC to do so, failure in taking possession shall amount to deemed hand over and License fee and other dues shall commence immediately after expiry of fitment period of 30 days from the date of handing over the licensed space.

I/We confirm that I/We have read and understood the rules and regulations regarding the

auctioning process for licensing of the space, inspected the conditions of physical infrastructure available on the site, plans and specifications of site and offer my/our acceptance to execute the license as per the terms and conditions contained herein in this bid documents.

The final License fee will be worked out on the basis of actual area handed over as per actual measurement. The adjustment, if any, in payment will be made in subsequent half yearly license fee, on pro rata basis. The area shall be worked out by measuring the internal dimension of the licensed space.

I/We require _____KVA of electricity load to operate the retail outlet. I/We also confirm our understanding that provision of the requested electricity load is subject to availability and technical feasibility. Priority will be for station utilities and services. I/We voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration, whatsoever on account of non-provision of the required electricity load. I/We agree to make all payments/ deposits related to provision of electricity and consumption thereof.

This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the Bid document, and after careful assessment of the Space offered, all risks and contingencies and all other conditions that may affect the financial Bid.

I/We agree to keep my/ our offer valid for 180 days from the due date of submission of this Bid.

Name: _____ **Authorized signatory
Name & Seal of the Bidder**

Designation: _____

Company Name: _____

Address: _____ Tel (O) _____

_____ Tel (R): _____

Annexure-4: General Information of the Bidder

(On letter head)

(by each member in case of JV/Consortium)

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

Sl. No.	Name of Member	Percentage Stake in JV/Consortium	Role*
1			
2			
3			

* Specify whether Lead Member / Ordinary Member

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder with rubber stamp of the firm/company etc as applicable)

Designation

Place:

Date:

Annexure-5: Power of Attorney of Bidder

Know all men by these presents, We _____ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid, including signing and submission of all documents and providing information/ responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Bid.

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

For

Accepted

_____ (signature)
(Name, Title and Address) of the Attorney

Note:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 44fulfillment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2 It should be on non-judicial stamp paper of minimum Rs.100/- or higher as applicable duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

Annexure-6: Consortium Agreement/ Memorandum of Agreement

(Duly stamped on non-judicial stamp paper of appropriate value)

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

BETWEEN

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

AND

Mr. _____ R/o _____ OR
M/s _____, a Company incorporated under the Companies Act, 1956 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 SECOND PART

AND

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

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Bids for "Licensing of 81 built-up shops at 35 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction" in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DMRC for participating in the bid by the Consortium for which the Bid has been floated by DMRC.

AND

Whereas in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between them.

AND

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

NOW THIS CONSORTIUM AGREEMENT/ MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for “Licensing of 130 built-up shops at 48 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction” in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid “Space” in case the Consortium turns out to be the successful bidder in the bid being invited by DMRC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for “Licensing of 130 built-up shops at 48 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction”.
4. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid, etc. and such other documents as may be necessary for this purpose.
5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
 - (i) The Lead Member shall have _____ percent (____ %) of shareholding with reference to the Consortium for this specified license agreement.
 - (ii) The Participant Member shall have _____ (____ %) of shareholding with reference to the Consortium for this specified license agreement.
6. That in case to meet the requirements of bid documents or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of DMRC.

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

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

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

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

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

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

Annexure-7: Affidavit

(To be submitted by all bidder/ consortium including each member of the consortium/bidder on Stamp Paper of Rs. 100)

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”) Bid Document for Licensing of 130 built-up shopsat 48 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction [hereinafter referred to as “Space(s)”] and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by DMRC.
4. I say that if any point of time including the License period, in case DMRC requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the tendering process for the said project. The costs & risks for such disqualification shall be entirely borne by us
6. I state that all the terms and conditions of the Bid 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....., 2021.

DEPONENT

Annexure-8: Undertaking for Responsibility

(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 130 built-up shops at 48 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction:-

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 Commercial Shops/spaces at New Delhi Metro station with DMRC.
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 in the initial 2 (two) years lock in period of license agreement.
4. We also confirm that our consortium was made on Dt. _____, for seeking Licensing of 130 built-up shops at 48 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction and in support of which a copy of our Board Resolution is attached with this Undertaking.

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

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

Witness 1.
2.

Annexure-9: DMRC's Survey Report

Overview: DMRC conducted "customer satisfaction survey" from 9th July 2018 to 16 th July 2018. Sixth such survey, which was also conducted in the year 2017,2016,2015,2014 and 2013,had covered 1,12,180 passenger spread over 60 metro stations and inside trains. During survey, feedback were collected from passengers on all aspects such as availability and accessibility, facilities offered to passengers, customer services etc.

OVERALL SATISFACTION IN CUSTOMER SATISFACTION SURVEY 2018



- Customer Satisfaction Survey 2018 revealed that majority of commuters has awarded "Good".
- Second majority of commuters has remarked "Very Good" to Delhi Metro.

Annexure-10

UNDERTAKING FOR NOT BEING BANNED FROM/FOR BUSINESS

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

We do hereby undertake & confirm that DMRC/any other Metro Organisation (100% owned by govt.)/Ministry of Housing & 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 a member in a JV/Consortium, has not been rescinded/ terminated by DMRC after award of contract to us during last 3 years (from the last day of the previous month of a tender submission) due to non –performance either on our own or as a member of JV/Consortium.

In case at a later date the above 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 AUTHORISED 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 tenderer. In case of JV/Consortium by the authorized signatory of the constituent members & duly counter signed by the authorised signatory of tenderer.

On Rs. 100/- stamp paper duly notarized.

Undertaking for Responsibility(For Bidder)

_____ as a bidder for and on behalf of _____
,(Complete name with address) jointly & severally undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing of Built-up shop:-

5. 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 Built-up shop at _____ metro station with DMRC.
6. That, I/we are solely or severally responsible for all commitments/liabilities/dues etc. to DMRC Ltd. in respect of this allotment of Built-up shop at _____ metro station.

(Bidder to sign on undertaking)

Annexure-12

SITE VISIT DETAILS

1. **Line – 1:** Site Visit on 18.08.2021 at 09:00 hrs, Meeting point at Shahdara Metro Station near Customer Care, concerned person: Mr Chinmay Contact No-9999646507
2. **Line-2:** Site Visit on 20.08.2021 at 09:00 hrs, Meeting point at M G Road Metro Station near Customer Care, concerned person:**Mr. Tushar Contact No-9891272666**
3. **Line-3&4:**Site Visit on 23.08.2021 at 09:00 hrs Meeting point at R. K. Ashram Marg Metro Station near Customer Care, **concerned person: Mr. Rajesh Contact No. 9354091014 and on 24.08.2021 at 09:00 Mr. Paramjeet contact Number-9911117786**
4. **Line -5:** Site Visit on 25.08.2021 at 09:00 hrs, Meeting point at Punjabi Bagh Metro Station near Customer Care, concerned person: Mr. **Sandeep Contact No. 8929587212**
5. **Line-6:**Site Visit on 25.08.2021 at 14:00 hrs, Meeting point at Mandi House Metro Station near Customer Care, **concerned person: Mr. Raju Contact No-9350645165**

Annexure-13

Undertaking for Tender Security Declaration

We, _____ (Legal Name of the Tenderer /JV/Consortium) hereby confirm that we are submitting the tender _____ (Name of work of RFP) floated by DMRC. We do hereby undertake that in the following cases, we shall be debarred from participating in the re-tender of this work and also will be debarred from participating in any tender of DMRC for a period as specified in the table:

S.No	Case	Period of ban*
1	If I/We (i) fail or refuse to furnish the unconditional acceptance of LOA within the time limit specified in NIT and RFP and/or (ii) fail or refuse to furnish the Performance Security in accordance with NIT and RFP and/or (iii) fail or refuse to enter into a Contract within the time limit specified in NIT and RFP.	In all the cases Two years

* Period of ban shall be from the date of resiling / withdrawal of this tender or from date of issue of LOA, as the case may be.

Stamp and Signature of authorized signatory:

Note: 1. The undertaking shall be signed by authorized signatory of the tenderer. 2. In case of JV/Consortium, above action of debarment shall be taken against each of the constituent members of JV/Consortium.

Annexure-14(A)

(Undertaking for Dues in other contracts)

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

1.0 We, _____ (name of the bidder) 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/Contract Agreement No.	Date of Start	Date of Completion	Due date of Payment of last pending invoice	Remarks

2.0 It is certified that, as on last date of submission of this tender, no dues are pending on our account against invoices raised by DMRC before 31.12.2019 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 & Signature of Authorized signatory of Bidder

Annexure-14 (B)

(Undertaking for Contract/s with DMRC)

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

1.0 We, _____(name of the bidder) 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/ Contract Agreement No.	Date of Start	Date of Completion	Date of taking over of leased / license d space / premises	Date of handing over (vacate) of leased / license d 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 leased/ licensed 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, is taking over the space/ premises leased/ licensed to us.
- c.** There is no outstanding issue of encroachment on the common areas/ circulating areas or any other space which is not leased/ licensed 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.

Signature of Authorized signatory of Bidder

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

I/We here by confirm that, I/we have downloaded/ read the complete set of tender documents/ addendum/ clarifications along with the set of enclosures uploaded on <http://www.delhimetrorail.com> . I/We confirm that we have gone through the Tender Documents/ addendum/ corrigendum and clarifications up to date of auction.I/We confirm our unconditional acceptance for the same. We/ I hereby give our acceptance to all the terms and conditions of the Tender Document as well as the Draft Licensee Agreement.

Company Name _____

Name _____

Signature _____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

DELHI METRO RAIL CORPORATION LIMITED



Licensing of 130 Built-up Shop at 48 Metro Stations in DMRC viz. Rithala, Shahdara, Pratap Nagar, Kanhaiya Nagar, Keshav puram, Kohat Enclave, Rohini East, Pitampura, Netaji Subhash Place Rajiv Chowk, Arjangarh, Ghitoni, MG Road, Sikanderpur, Rohini Sec-18, R.K. Ashram Marg, Rajendra Place, Patel Nagar, Moti Nagar, Shadipur, Ramesh Nagar, Rajouri Garden, Tagore Garden, Subhash Nagar, Uttam Nagar East, Uttam Nagar West, Nawada, Dwarka, Jhandewalan, Karol Bagh, Tilak Nagar, Dwarka Mor, Inderlok, MadiPur, Peeragarhi, Shivaji Park, Paschim Vihar East, Maharaja Surajmal Stadium, Nangloi, Nangloi Railway Station, Rajdhani Park, Mundka, ITO, Janpath, Badarpur, NHPC Chowk, Sector-28 and Neelam Chowk Ajrona Metro Stations

(Draft License Agreement)

Auction/Bid No. 121M0011

August-2021

Delhi Metro Rail Corporation Ltd.

Metro Bhawan

Fire Brigade Lane, Barakhamba Road,

New Delhi - 110 001

India

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**Open/Auction Bid for Licensing of 130 Built-up Shops at 48
Metro Stations**

Draft

**License Agreement for Licensing of Built-up
Shop No. ____ at ____ Metro Station**

Name and address of the Licensee to whom issued:

M/s _____

Date of issue.....

Issued by.....

Place.....



ARTICLE: 1

LICENSE AGREEMENT

Agreement No. _____ of Year 2021

This Agreement entered into at Delhi on this the ____ day of _____, **2021** between Delhi Metro Rail Corporation Ltd. incorporated under the Companies Act-1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as the “Licensor” or “**DMRC**” (which expression shall unless repugnant to the context or meaning thereof include it’s successors and assigns) of the **First Party**.

AND

_____ hereinafter called as the “**Licensee**” through its duly authorised signatory Smt/Sh. _____ (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 bids in an open auction from the public/interested parties for licensing of built-up shops to various entities for commercial utilization. DMRC has received a bid/offer during the auction process for licensing of a commercial space i.e. built-up shop identified as Shop No. _____ on the _____ floor (with area admeasuring _____ sqm approximately) at _____ metro station from M/s _____. Based on the Bid Application Form (BAF) and highest bid received from the successful bidder during the process of open auction from various Bidders, the successful bidder M/s _____. hereinafter called as the licensee has been selected for assigning the **licensing rights of Built-up Shop No. _____ with admeasuring area of _____ Sqm (approx.) at _____ Metro Station in DMRC, on “as is where is basis”** to the licensee.
- (b) DMRC has agreed to provide to the Licensee, for commercial utilization the licensing rights of Built-up-Shop (pre identified by DMRC) at _____ Metro Station on “as is where is basis”, herein after referred to as Shop No. _____, on payment of license fee and other charges to DMRC on the terms and conditions hereunder contained in this License Agreement.
- (c) Licensee shall commission, manage, operate, maintain, sub-license and vacate the licensed shop (through proper License Agreement) allotted to them at DMRC’s station as specified in this Agreement at its own cost.

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

- A. The following documents shall be deemed to form an integral part of and be read and construed as part of this agreement in the following order of their priority, namely:
- i) This License Agreement.
 - ii) Letter of Acceptance No _____ dated _____.
 - iii) The written clarifications and corrigendum issued to the Bidders if any and reply to pre bid queries.
 - iv) Request for Proposal (RFP), Bid Document & Draft License Agreement.
 - v) Any other document of DMRC and Licensee forming part of the Bidding Process.

The Licensee hereby covenants as follows: -

- i) Licensee hereby assumes responsibility for Shop No. ____ of DMRC at ____ Metro Station as specified in Annexure-I. Licensee shall be responsible to manage, operate, maintain, sub-license and vacate the licensed shop as specified in this Agreement at its own cost. The said shop and its layout plans & interior designs proposed by the Licensee are subject to prior approval by DMRC in writing with regard to operational feasibility, aesthetics, and safety and security concerns of the metro network.
- ii) Licensee irrevocably agrees to make all payments including license fee and applicable taxes as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from DMRC in this regard.
- iii) The Licensee confirms having examined the potential location inside ____ Metro Station in detail and fully understands and comprehends the technical requirements of the Shop. The Licensee also confirms full satisfaction as to the business viability of licensing the shop inside the ____ Metro Station and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of license fee and other amounts due to DMRC under this License Agreement.

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

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

...../...../.....

...../...../.....

(.....)

(.....)

Authorized Signatory

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

**FOR AND ON BEHALF OF
LICENSEE**

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

DMRC

LICENSEE

ARTICLE: 2

DEFINITIONS

- (a) **“Agreement”** means the License Agreement to be executed between DMRC and the selected/successful Bidder/applicant in the format approved by DMRC and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- (b) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- (c) **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “Shop” during the subsistence of this Agreement.
- (d) **“As is where is basis”** means licensee shall be licensed the said shop, equipments, installations, fittings and fixtures on ‘as is where is basis’ and the licensee shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of DMRC in writing and when permitted by the licensor the said additions and alterations shall be carried out by the licensee at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the licensed Shops rather licensee shall be required to hand over the licensed shop in original condition at the end of license period.
- (e) **“Bid”** means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the Bid Notice in accordance with the provisions thereof.
- (f) **“Bidder”** means any entity who maybe an individual or a sole proprietorship firm, a cooperative society registered under coop-societies act, a partnership firm or a company registered under the companies act 1956/2013 & having registered office in India, or a combination of above in the form of Joint Venture (JV) or consortium.
- (g) **“Bid Security”** means the refundable amount to be submitted by the participant Bidder (Bidder) along with RFP documents/bid to DMRC.
- (h) **“Change in Law” means the occurrence or coming into force of any of the following after the date of signing this Agreement :-**
- i) The enactment of any new Indian law
 - ii) The repeal, modification or re-enactment of any existing Indian law
 - iii) Any change in the rate of any Tax

Provided that Change in Law shall not include :-

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

or

- ii) Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
- (i) **“Commencement Date or Handover Date”** means the date on which shop is handed over by DMRC to the licensee, in accordance with the terms of this agreement.
- (j) **“Damages”** shall mean any claim of DMRC against the licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which DMRC shall be entitled to claim and adjust the Security Deposit.
- (k) **“DMRC”** means Delhi Metro Rail Corporation Limited, a joint venture of Govt. of India and Govt. of National Capital Territory of Delhi incorporated under the Companies Act, 1956.
- (l) **“Interest Free Security Deposit”** means interest free security deposit to be furnished by licensee to DMRC as per terms and conditions of license agreement, to be released after successful completion of license period.
- (m) **“License”** means the licensing rights granted by DMRC to the selected bidder for the specific commercial activity as detailed in the License Agreement/LOA (excluding banned list of usage of premises) inside built-up shop at approved location at metro station, based on the terms and conditions of the License Agreement.
- (n) **“Licensee”** means the selected successful bidder, who has executed the license agreement with DMRC pursuant to bidding process for carrying out commercial activities (excluding banned list of usage of premises) at approved location of metro station.
- (o) **“License Fees”** means the amount payable by the licensee to DMRC as per terms and conditions of the license agreement along with any kind of Central or State Taxes, local levies, statutory dues, GST etc that may be payable by the licensee as per prevalent law.
- (p) **“License Period”** means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Agreement.
- (q) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- (r) **“Selected Bidder”** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.
- (s) **“Shop”** means built-up area namely the specified shop at the selected metro station for commercial utilization as detailed in the Annexure-I given on license basis by DMRC to the licensee under and in accordance with this Agreement.

- (t) **“Sub Licensee”** mean all persons who are allowed by the licensee to use the built up shop and facilities in the specified area as per the Terms & Conditions of sub-license agreement to be executed after approval from DMRC..
- (u) **"Tax"** means and includes all taxes including GST, fees, cesses, levies that may be payable by the licensee under the Applicable Law to the Government or any of its agencies.
- (v) **“Termination”** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.
- (w) **“Termination Date”** means the end of the license period from the commencement date or date of sooner determination of the license period in accordance with the terms of this Agreement whichever is earlier.



ARTICLE: 3

GRANT OF LICENSE

- 3.1 A built-up Shop having ID No. _____ at _____ Metro Station is being offered for licensing, as detailed in **Annexure-I**. The built-up shop shall be handed over to the licensee for commercial activities (except for banned activities/negative list as per **Annexure-II**), as per **Annexure-VI**, within 7 days from the date of signing of the License Agreement which shall be executed within 30 days of receipt of full payment of dues as per the LOA. The Actual area (carpet area) shall be measured at the time of handing over of the said shop and variation of area may occur from the tendered area. However the payment of license fees will be adjusted on pro rata basis as per the actual area allotted and handed over. Interest free security deposit will not be readjusted if the variation in area handed over is up to (+/-) 10% else security deposit will be readjusted according to actual area handed over. In this case the **Shop No. _____** admeasuring _____ **sqm (approx.)** at _____ **Metro Station** will be handed over to the Licensee within 7 days of signing of the license agreement

TENURE OF LICENSE

- 3.2 Licensing Rights of built-up shop shall be for a period of **nine (9) years** from the date of handing over of the shop or date of deemed handover whichever is earlier, unless otherwise terminated by DMRC or surrendered by the licensee at an earlier date. The license shall be further extendable for the period of 6 (six) years on mutually agreed terms and conditions. The tenure of License Agreement shall commence from the date of handing over of possession of the shop or date mentioned in letter or notice for handing over possession/date of deemed handover of the licensed shop, whichever is earlier.
- 3.3 The licensee shall have an option to exit from the License Agreement only after a lock in period of two (2) years from the date of commencement of agreement. For this Licensee shall have to issue 180 days prior notice to DMRC:
- (i) The licensee shall have an option to exit from the license agreement immediately after completion of lock-in period of two (2) years. For this, the licensee shall give 180 days prior intimation/notice to DMRC which can be given before completion of the defined lock in period. In this case, prior intimation of 180 days can be given after 1 ½ (one and half) years. However, option to exit will be available only after two (2) years. In such a case balance interest free security deposit / performance security of the licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of the licensee to DMRC. DMRC may also recover the balance outstanding dues, if are more than interest free security deposit/ performance security, from the other contracts of the licensee in DMRC. Balance outstanding dues, if are more than interest free security deposit/performance security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating at “Zero” (0) or “Nil” value. DMRC shall be free to dispose off the said property/goods in

whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.

- (ii) If the licensee is desirous of surrendering/terminating the license after expiry of lock in period of two (2) years but without serving any intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such improper/short intimation period. In such cases, the interest free security deposit/performance security shall be refunded to the licensee after adjustment of license fee for period shorter than 180 days (NOTICE PERIOD) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than interest free security deposit/performance security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than interest free security deposit/performance security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating at “Zero” (0) or “Nil” value. DMRC shall be free to dispose off the said property/goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.
- (iii) If the licensee is desirous of terminating the license hereby created before expiry of lock in period of two (2) years, the license agreement shall deemed to be terminated on the date mentioned in termination/surrender notice, subject to confirmation by DMRC. In such a case, the balance interest free security deposit/performance security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any, payable to DMRC. No grace period shall be provided to licensee in such a case. DMRC may also recover the balance outstanding dues, if are more than interest free security deposit/performance security, from the other contracts of the licensee in DMRC, balance outstanding dues if are, more than interest free security deposit/performance security shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property treating at “Zero” (0) or “Nil” value. DMRC shall be free to dispose off the said property/goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.

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

LICENSE FEE

3.5 The built-up shop shall be handed over to the licensee within 7 days of signing of the License Agreement which shall be executed within 30 days of receipt of full LOA payment. The license fees for the said shop shall commence w.e.f. the 31st day from/of date of handover of the shop or date of deemed handing over whichever is earlier considering 30 days fit out period for preparation/ renovation of licensed shop/ space and shall be charged till the termination/ completion of agreement.

3.6 The Licensee agrees voluntarily and unequivocally to make all payments to DMRC as may be due before the due date, without waiting for any formal advice from DMRC. In

the events of non-receipt of any invoice, the Licensee agrees to collect the same from the office of authorized representative of the Licensor.

- 3.7 The tentative half-yearly license fee of Rs. _____/- (Rupees _____ only) plus GST as applicable (@18% at present) shall be paid on half-yearly basis in advance to DMRC by the last day of the previous running half-year. The accepted rate of license fee is Rs. _____/- (Rupees _____ only) per Sqm per Month as shown in the letter of acceptance issued to M/s _____ vide Letter No. _____ dated _____ duly accepted by the Licensee. This has also been illustrated below for better understanding of licensee :-

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

The licensee shall preferably make payment of advance Half Yearly License Fees to DMRC by E-mode i.e. RTGS/NEFT after obtaining prior approval of DMRC as per Annexure-III, III(1) & III(2). The payment of dues can also be made by DD/P.O. in favour of DMRC Ltd. issued by a scheduled commercial bank and payable at New Delhi.

- 3.8 A Half-yearly Other Maintenance Charges of Rs 360/- per sqm + GST/taxes as applicable, for actual carpet area licensed shall be payable to DMRC along with the advance license fee. This amount shall be Rs. 432/- per sqm per half-year+ GST/Taxes as applicable, for actual carpet area licensed, if the site has provision for supply of water. A non refundable one time, electrical supervision charges of Rs. 10,000/- (Rupees Ten thousand only) per energy meter + GST as applicable would also be paid to DMRC. **The license fees and other maintenance charges shall be escalated and increased by 20% on compounding basis after completion of every three years of license period.**
- 3.9 Along with License Fees, Licensee shall also pay other dues i.e. statutory dues/ liabilities, electricity and water consumption charges, damage/penal charges, interest, pending arrears, etc. as applicable time to time.
- 3.10 Licensee shall periodically & regularly advise the details of payment deposited with DMRC. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of DMRC), then others dues/ liabilities like electricity, etc, and lastly License fee shall be accounted for.
- 3.11 Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Article-8 of the License Agreement. Besides, the licensee shall pay an interest of 18% (eighteen percent) per annum on the amount of license fee and other dues remaining outstanding & unpaid after the due date and falling in arrears. Interest shall continue to accrue on monthly compounding basis till all the payable amount of license fee and other dues are finally paid & squared up. Such interest shall be charged on outstanding dues for the actual number of day(s) of delay in payment.
- 3.12 In case payment is not made by due date, 15 days' notice to cure the Licensee's Event of Default shall be issued. In the event of licensee failing to cure the Default and make the payment of dues, DMRC shall be entitled to terminate the license after issuing a 30 days'

termination notice and shall be free to forfeit Interest Free Security Deposit after adjustment of all dues payable by the licensee what so ever and take such other action available to it under this Agreement and as per Law. The utilities being provided to the licensee may be disconnected anytime after 15 days from the date of issuance of termination notice without any further intimation to the licensee if the licensee fails to deposit the outstanding dues.

- 3.13 The licensee shall vacate licensed shop by taking away all his articles and hand over vacant shop to respective Station Manager on or before the 30 days grace period from date of issue of termination notice otherwise DMRC shall take over the possession of the property goods and all the belongings/ inventory/ property/ installations/ fittings/ goods etc. shall be evacuated and vested in DMRC considering at Zero/Nil value. Further DMRC shall be free to dispose off these goods by any procedure as deemed fit. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future in this regard. Demurrage/ penal charges at the rate of two times of License Fees prevailing on the date of termination of License Agreement shall be admissible for & after these 30 days from the date of termination of License Agreement.
- 3.14 The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from concerned Station Manager or its authorized representative in proof of licensee having vacated the site shall be required to be submitted by the Licensee. Any claim of vacation/ non-vacation without the endorsement certificate of Station Managers or its authorized representative shall not be entertained.

INTEREST FREE SECURITY DEPOSIT

- 3.15 Licensee shall pay & submit Interest Free Security Deposit (IFSD) to DMRC, equivalent to 12 months License Fee as Interest Free Security Deposit. The Interest Free Security Deposit shall be accepted in the form of DD/PO only in favour of DMRC Ltd & drawn on a scheduled commercial bank & payable at New Delhi in case the IFSD amount is up to Rs. 10,00,000/- (Rupees Ten Lakhs only).

In case of subsequent handing over of additional area to the licensee, IFSD/Performance security shall be updated if the variation due to additional area allotted is more than (+) 10% of the initial tendered area and it shall be deposited within fifteen (15) days of date of issue of LOA, before handing over of the additional area.

- 3.16 The Interest Free Security Deposit (IFSD) up to Rs.10 Lakhs shall be accepted only in the form of Bank Draft/PO in favour of DMRC Ltd. payable at New Delhi. However, if the amount of Interest Free Security Deposit/ performance Security exceeds Rs. 10 Lakhs, initial Rs. 10 Lakhs of IFSD shall be paid in form of Bank Draft/PO and for remaining amount exceeding Rs. 10 Lakhs; minimum 50% shall be paid in form of Bank Draft/PO (up to a maximum of Rs. 50 Lakhs) & balance amount of Interest Free Security Deposit can/shall be paid in the form of Bank Guarantee (BG)/DD/PO in favour of DMRC Ltd. Interest Free Security Deposit/Performance Security can be paid & deposited as follows:-

The Bank Draft/PO issued for payment of Interest Free Security Deposit shall be in favour of DMRC Ltd. payable at New Delhi and issued from a Scheduled Commercial Bank based in India, or/and

Irrevocable Bank Guarantee issued against Interest Free Security Deposit shall be in the prescribed format (Annexure-VIII) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, payable at its Branches located in Delhi/ NCR. The Bank Guarantee shall be valid at least for three years. The Bank Guarantee shall be renewed & extended for further period of at least 3 years well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked & encashed by DMRC without any prior intimation to the licensee. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked & encashed by DMRC without any prior 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 interest of licensee to request the BG issuing bank to send advice of the BG through SFMS. DMRC's designated bank at present for advising of bank guarantee through SFMS is detailed as under:

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

- 3.17 Interest Free Security Deposit will remain unchanged for a variation of (+/-)10% from tendered area, as there is a possibility of minor variation in area during handing over. For any variation/allotment of additional space/area beyond (+/-) 10% of the initial tendered area, the IFSD shall be updated/increased as per the increased allotted area. **The Interest Free Security Deposit shall also be escalated & increased by 20% on successful completion of every three years of the license period on compounding basis.**
- 3.18 Interest Free Security Deposit shall be refunded after successful completion of the full term of the License period i.e. 9 (nine) years from commencement date of License Agreement or on surrender of the licensed shop as provided above in para 3.3 in case the licensee opts to exit from the contract before the full term, without accruing any interest on its & after adjusting all outstanding dues payable to DMRC and subject to fulfilment of all handing over requirements of DMRC by the licensee.
- 3.19 DMRC reserves the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit at any stage of agreement i.e. currency/completion/termination surrender, against -
- (a) Any amount imposed as a penalty and adjustment for all loses/damages suffered by DMRC for irregularities committed by the Licensee.
 - (b) Any amount for which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.
 - (c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.

- (d) Any other outstanding payment due to DMRC as per License Agreement which remains outstanding after completing the course of relevant action as per this license agreement.

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

3.21 Interest Free Security Deposit shall be forfeited after adjustment of all dues whatsoever payable to DMRC in case of any Licensee's Event of Default & termination of the license agreement due to it.

TAXES AND OTHER STATUTORY DUES

3.22 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 raising 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.

3.23 GST, as applicable from time to time (presently 18%) shall also be borne by Licensee along with license fee and OMC. Any revision in rates of GST shall also be borne by the

licensee. Licensee shall also bear the cost of stamp paper for the execution of license agreement.

- 3.24 All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and shall have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.
- 3.25 Payment of all stamp duties for registration of the license agreement for licensing of built-up shop which is required to be executed in pursuance of this Bid shall be borne by Licensee. The registration of the 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. Any amendment in the contract agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to DMRC for record. If the registration of License Agreement is not done within 30 days from the date of signing of agreement/ amendment as instructed by DMRC, it shall be taken as "Material Breach of Contract" in terms of clause No 5.11 of draft license agreement. The licensee will given 30 days time to cure the default in terms of clause no 5.11 of license agreement and DMRC may terminate the License Agreement accordingly in case the licensee fails to cure/rectify the event of default, with in the cure period of 30 days with due forfeiture of Interest Free Security Deposit & advance license fees & other dues paid to DMRC.

ARTICLE: 4

MAINTENANCE AND OPERATION OF SHOP

4.1 Alterations and Renovations.

- (a) The Licensee shall be allowed to carry out any alterations or renovations within the said premises but without in any way altering or damaging the main/shell structure of the said premises. The Licensee shall need to take prior written approval from DMRC through a written notice, prior to commencement of any alteration works and if necessary DMRC reserves the right to ask for review the renovation plan/ drawings before providing consent/approval. Consequent to any alteration/ renovation/partition of/in the licensed premises, for which prior approval in writing from DMRC has been taken by the licensee, if resulting in any increase/decrease in the handed over area, the variation shall not be considered for any change in the license fees or rate of license fees or other payment terms. However, at the time of termination or natural completion of contract, DMRC reserves the right to ask the licensee to restore the licensed premises as per original allotment.
- (b) All the work shall be done at the cost of licensee complying and strictly following the safety procedure, measurement and guidelines laid down on Annexure- IV & V. If it is noticed at any stage that licensee is not complied the safety procedure, measurement and guidelines laid down on Annexure- IV & V, a penalty up to Rs. 25,000/- per instance per shop shall be imposed on the Licensee.

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

4.2 Maintenance & Repairs.

- (a) Licensee shall bear the cost of minor day-to-day repairs and maintenance including white washing. All major repairs due to constructional defects shall be the responsibility of DMRC. If the major repairs or maintenance required to be carried out by DMRC are not carried out within reasonable time, the licensee shall have the right to get the needful done with prior written consent of DMRC and deduct the cost thereof from the amount payable to DMRC.
- (b) The Licensee shall be at liberty on the termination of this license to remove or take away such fixtures, fittings and electric appliances installed by it leaving the licensed premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.
- (c) The premise, which has been handed over to the licensee under this agreement, shall be kept in good condition and maintained properly by the licensee at their own cost. If the property is not handed over in good condition as required under this agreement, DMRC reserves the right to seek exemplary damages and indemnification.

4.3 Operation of Shop.

- (a) Licensee shall ensure proper storage of the packaged products ensuring that there is no contamination or decay of products or raw materials or goods.
- (b) Licensee shall ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times.
- (c) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer of DMRC for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the fire officer. Non compliance may be treated as breach of contract and license shall be terminated.
- (d) Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/ fires. The instructions in this regard by the DMRC electrical inspector/authorized representative must be complied with. Any cost/s associated with implementation of such instruction shall be borne solely by the licensee. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensations or any other consideration whatsoever on account of implementing the instruction issued by DMRC's Fire Officer, electrical inspector, Security officer or their authorized representatives from time to time.

- (e) Licensee shall keep and maintain the licensed shop in neat, clean condition and in safe and sound manner during the license period. Any defective, 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 due to error/ omission attributable on the part of licensee, the licensee shall be responsible for all compensation.
- (f) Licensee and its employees or other persons involved in the execution of the work shall not in any way impinge on the safety and security of metro operations, passenger safety, commuter's convenience, safety of metro properties and its assets. In case of serious accident caused due to negligence of the licensee, resulting in injury, death to commuters or DMRC's employees or loss to DMRC property, it shall constitute Material Breach of Contract and shall be considered Licensee's Event of Default that shall entitle DMRC to terminate the License Agreement with 30 days written notice besides the licensee will be liable to pay compensation/damages as per law.
- (g) Access to stations shall be regulated by the office of the General Manager/Property Business and licensee is required to take necessary permissions in this regard from the office of General Manager/Property Business as per extant policy of DMRC. It is clarified that the permission to the licensee shall not be unduly denied.
- (h) Entry and access in paid area by the workmen of the licensee shall be through smart card and its cost shall be borne by the licensee. Identity Cards shall be issued by DMRC but these ID cards shall not be applicable for making journey in trains and entry/ exit to paid areas of Stations.
- (i) The Licensee shall ensure safety and security of licensed shop. DMRC shall not take any responsibility.
- (j) Joint inspection of shop shall be conducted by DMRC officials and Licensee, at least fortnightly. Discrepancy noticed or instructions issued by DMRC shall be rectified/ complied by the Licensee within a period of 7 days, failing which DMRC reserves the right to impose fine up to Rs. 5,000/- per instance of irregularity per week per shop. Deliberate or wilful non-compliance of DMRC written instructions for a period of 60 days shall constitute Material breach and Licensee's Event of Default that shall entitle DMRC to encash security deposit and terminate the License Agreement after giving 30 days notice to the Licensee. Such termination of the License Agreement and forfeiture of the interest free security deposit by DMRC after adjustment of all dues what so ever shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.
- (k) The overall control and supervision of the premises shall remain vested with DMRC who shall have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the license agreement. DMRC so reserves the right to enter the licensed premises to repair and replace the fixtures provided by DMRC. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by DMRC shall be done by Licensee.

- (l) **Encroachment**. The Licensee shall strictly not encroach up common areas/ circulating areas or any other space, and restrict his operation to within the area licensed. In case, the licensee encroaches upon the common area, circulating area or any other space then a fine/damages @ Rs. 1,000/- on the first occasion, Rs. 3,000/- on the second occasion and Rs. 4,000/- per instance after second occasion shall be imposed by DMRC. Thereafter after 5 such instances DMRC reserves the right to revoke the license for breach of contract condition as per the provision of this agreement.
- (m) Further, DMRC can impose the fine on licensee up to Rs.5,000/- per offence/per instance per shop on the following offenses :-

i.	Any staff of Licensee found in drunken condition/ indulging in bad conduct.
ii.	Any staff of the Licensee found creating nuisance on duty.
iii.	Improper maintenance & defacement of the Metro Property.
iv.	Misbehaviour with staff and commuters of DMRC.
v.	Not following safety and security norms as may be indicated by authorized representative of DMRC.
vi.	Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.
vii.	Not following the instructions issued by DMRC authorities from time to time
viii.	Dishonour of drafts & cheques given by licensee in favour of DMRC. Cheques will be accepted only in emergent circumstances with prior approval of HOD level Officer of DMRC.

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

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

ARTICLE: 5

RIGHTS AND OBLIGATIONS

5.1 Licensee's Obligations:

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

- (a) to obtain due permits, necessary approvals, clearances and sanctions from the competent civic/govt. authorities for all commercial activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, fire fighting, telecommunication, etc.;
- (b) to operate and maintain the Licensed Area at all times in conformity with this Agreement;

- (c) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors, sub-licensee, etc.;
 - (d) to take all reasonable steps to protect the environment (both on and off the Licensed Shop) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
 - (e) to duly supervise, monitor and control the activities of sub-Licensee, if any, under their respective License Agreements as may be necessary;
 - (f) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over all or any part of Licensed shops or the Licensed Shop's Assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
 - (g) to keep the Licensed Shop free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose off such equipment or surplus materials in a manner that causes least inconvenience to the Metro Station, Commuters or DMRC's activities.
 - (h) at all times, to afford access to the Licensed Shop to the authorised representatives of DMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the business of Licensed Shop, to inspect the Licensed Shop and to investigate any matter within their authority and upon reasonable notice; and
 - (i) to comply with the divestment requirements and hand over the Licensed Shop to DMRC upon Termination of the Agreement;
- 5.2 The Licensee shall be solely and primarily responsible to DMRC for observance of all the provisions of this License Agreement on behalf of the Licensee, its employees and representatives and further on behalf of the sub-Licensees, their employees and agents and any person acting under or for and on behalf of the Licensee or the sub-Licensees; contractor(s) appointed for the Licensed Shop as fully as if they were the acts or defaults of the Licensee, its agents or employees.
- 5.3 The Licensee shall comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002.
- 5.4 No tenancy/sub-tenancy is being created by DMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that :-
- (a) The Licensee shall not have or claim any interest in the said shop/premises as a tenant/sub-tenant or otherwise.
 - (b) The rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
 - (c) The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be

created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.

5.5 The licensee shall be entitled to sub-license the licensed shop/ space during the subsistence of the license period as per the terms & condition of license agreement with prior written approval of DMRC. However, for any such sub-license the following guiding principles shall be scrupulously observed.

- (a) The licensee shall prepare a draft standard format of the sub-license agreement, which shall be required to sign with the sub-licensees for the use of the licensed shop/space based on terms and conditions of license agreement between DMRC and Licensee. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licenses shall be co-terminus with the termination of the main license agreement, including on sooner determination of the license period for any reason whatsoever of termination of the sub-licensee's rights. The licensee/ sub-licensee shall not have any claim or seek any compensation from DMRC for such termination.
- (b) The licensee shall obtain the prior approval of DMRC for a format of standard sub-license agreement before its execution with any sub-licensee. In case, any deviation in this format of standard sub-license agreement is required, the Licensee shall again obtain prior written approval of DMRC before entering into an agreement with the sub-licensee. DMRC reserves the sole right not to give consent/approval to such a request and no compensation or claim on this account shall be entertained.

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

5.7 DMRC's Infrastructure Facilities:

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

The Electrical Load is available for licensed shop. Electrical work, if required, shall be carried out in accordance with rules and guidelines for release of Electrical Power as per Annexure- IV. All costs associated with provision of electricity shall be borne solely by the licensee. Provision shall be made for TOD energy meter by the licensee as per DERC guidelines. Licensee shall have to deposit electrical interest free security deposit for electrical connection as per DERC guidelines i.e. at present Rs. 4,500/- per kVA for sanctioning of electric load as per requirement in the form of bank guarantee/e-pay/DD mode and no interest shall be paid by DMRC on this deposit. A non-refundable one time electrical supervision charges of Rs. 10000/- (ten thousand rupees) per energy meter plus GST as applicable shall be paid to DMRC by the licensee. DMRC shall make available to the licensee, electric power at DERC rates as per actual consumption.

- (c) **Air-conditioning/ Refrigeration Load.**

The Licensee shall indicate the estimated power/load requirement including air-conditioning/ refrigeration load along with the electricity load distribution plan as part of the preliminary plan submissions. Air-conditioning/ refrigeration within the

said premises shall be arranged as required by the Licensee at his own cost after obtaining all written approvals from the electrical department of the licensor/ DMRC.

(d) **Solid Waste.**

The Licensee shall have to make arrangements for disposal of solid waste, which shall be got removed from the premises on a daily basis to ensure perfect cleanliness. The Licensee shall have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste shall need to be expelled into a common dump or waste area provided/ indicated by DMRC. If solid waste is found disposed off on DMRC land or premises a penalty/fine of Rs.3,000/- shall be imposed by DMRC for each occasion. Dry & wet waste should be segregated from vendors who generate such waste. Thereafter, the party has to ensure its disposal accordingly.

(e) **Water & Drainage.**

The Water/drainage for licensed shop shall be provided depending upon technical feasibility and availability only. The water charges shall be applicable @ Rs. 2000/- per month + GST/taxes, as applicable from time to time, for shops with a ½ inch pipeline capacity. However, if the licensee is desirous of increasing the pipeline capacity, DMRC shall charge for the same at Delhi Jal Board's (DJB) commercial water rates. The total cost of providing water i.e. pipeline, water meter, etc. shall be solely borne by the licensee along with GST/taxes as applicable (if applicable at any point of time). **Water charges are to be escalated at the rate of 5% after completion of every one year of license period on compounding basis.** DMRC shall not be responsible for any discontinuity of water supply for whatsoever be the reason, hence any claim on account of that shall not be entertained.

(f) **Telephone.**

DMRC may give permission for installation of cables for telephone/ telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the Licensee from the telephone company at his own cost. DMRC reserves the right not to give such permission.

(g) **Parking.**

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

5.8 Services to be provided by DMRC.

Reasonable security services for the station building, cleaning, trash removal and washing of the station building premises, adequate lighting in the common areas and exterior lighting outside the station building. In the event that any one of the services provided for by DMRC may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, DMRC shall not be liable to the licensee therefore provided however that DMRC shall use its best efforts to restore such services as soon as reasonably possible.

5.9 CCTV surveillance inside built-up shop.

As per the prevailed guidelines of Government/ Delhi Police, the licensee shall install Closed Circuit Tele Vision (CCTV) for coverage of entire areas inside the licensed

premises. Special care shall be taken for the surveillance of the customers who access the licensed premises. Footage of at least last fifteen days shall be produced for security purposes and same shall be available if authorized officials of DMRC/ Delhi Police inquire for it.

5.10 Additional space for Commercial & Utility Equipments, Mezzanine and Awning.

- (a) If Successful bidder/ Licensee applies for additional area at same level for commercial purpose as per the scope of this agreement including for utilities as permitted by DMRC except other than for banned list of usages as given in Annexure-II of Draft License Agreement, even if for utility purpose (such as stand by generators, air-conditioning plants, water storage, antenna etc and other related equipment), the same shall be provided on pro-rata basis of the prevailing applicable license fees, if found feasible, on sole discretion of DMRC. If the space is given/allotted on the terrace or basement then license fee @ 50% of the rate of applicable license fee for the licensed premises shall be charged + GST. It shall be deposited within fifteen (15) days of issue of LOA & before handing over of the additional area.
- (b) In case of subsequent handing over of additional area to the licensee, Interest Free Security Deposit/ performance Security shall be updated if the variation due to additional area is more than (+)10% of the main tendered area and it shall be deposited within fifteen (15) days of date of issue of LOA & before handing over of the additional area.
- (c) Escalation of 20% of license fee & OMC and IFSD/Performance Security of additional area allotted shall be as per the license agreement for the allotted shop.
- (d) The Licensee shall need to ensure that the equipment does not interfere with the station installations and the Licensee shall need to obtain prior written consent from DMRC for installing the equipment and for requesting DMRC to make available a suitable space/ location for the same. DMRC reserves the right of refusal for installation of the equipment if it is of the opinion that the Licensee's equipment shall interfere with the station installations.
- (e) Construction of mezzanine floor by Successful Bidder / Licensee shall be permitted, if feasible adhering to prescribed norms, after due approval from DMRC. Prospective bidders to quote their bid (s) keeping in view the availability of additional floor area height in the form of mezzanine floor, subject to feasibility / norms & prior DMRC approval. No additional license fee shall be charged for creation of this additional floor in the form of mezzanine level. However, for areas/space with lower height, intermediate slabs may be permitted with approval of DMRC for storage of utilities. The same shall not be charged. However, at the time of termination / natural completion of contract DMRC reserves the right to ask the successful bidder to restore the licensed premises as per original allotment.
In case of construction of mezzanine floor, the applicable property tax/ service charge will also be charged & recovered for the mezzanine floor, if any, from the licensee.
- (f) Awning: If the licensee installs an awning with a fixed/stretchable length of 3 feet to shield the premises/commuters from sunlight/rain/adverse weather conditions, the

same shall not be charged. This proposal is only applicable to licensed premises having opening outside station building.

- (g) Licensee shall be allowed to do the branding of its own business only on the structure of the shop/built-up space. However, placement of any kind of advertisement is strictly NOT allowed.

5.11 Registration of License Agreement. 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 are to be submitted to DMRC for records. Any amendment in the contract agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to DMRC for record. In case the registration of the license agreement/amendment is not done within the 30 days of signing of license agreement/ amendment, it shall be treated as “material breach of contract”. The Licensee will be given 30 days time to cure the default. In case Licensee fails to remedy the default in this regard to the satisfaction of the DMRC within the cure period of 30 days, DMRC may terminate the License agreement at any time after the expiry of cure period duly forfeiting the interest free security deposit and any other amount paid by Licensee.

5.12 In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage, the dues remain outstanding for a period of more than 60 days, the license agreement may stand terminated without giving any notice to the licensee & Interest Free Security Deposit (IFSD) shall stand forfeited as per the provision of the license agreement.

ARTICLE: 6

INDEMNITY AND INSURANCE

- 6.1 The Licensee hereby undertakes to indemnify and hold DMRC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the fit-out; quality of the fit-out and the construction/ construction activities, agreement to sub-license entered in to between the Licensee and end user.
- 6.2 The Licensee hereby undertakes to indemnify DMRC against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 6.3 The Licensee hereby undertakes that DMRC shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his contractors/ sub contractors/ sub-Licensees. The Licensee shall indemnify and keep indemnified DMRC against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 6.4 The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1970 including any subsequent amendment thereof and the rules made there under. Licensee shall indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.
- 6.5 The Licensee hereby indemnifies DMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non observance of any statutory requirements or legal dues of any nature.
- 6.6 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said premises of Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Property Business Wing of DMRC in accordance with DMRC's policies regulations prevalent at that time.
- 6.7 The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
- 6.8 The Licensee shall indemnify DMRC from/for any damage charges to be incurred if the licensed shop is not been handed over to DMRC in good condition as required under this agreement.
- 6.9 The Licensee shall indemnify DMRC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property.

- 6.10 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless DMRC, DMRC's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.
- 6.11 The Licensee shall indemnify and keep indemnified DMRC for any losses/ penalties on this account levied by any judicial/statutory authorities/courts, in case, the Licensee misused all liabilities for mis-user charges and mis-user proceedings.
- 6.12 Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in DMRC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon DMRC's request, the Licensee shall submit to DMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the licensor harmless against any and all liabilities, losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensee.

ARTICLE: 7

FORCE MAJEURE

- 7.1 Neither DMRC nor Licensee shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:
- (a) Earthquake, Flood, Inundation, Landslide.
 - (b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
 - (c) Fire caused by reasons not attributable to the Licensor/licensee
 - (d) Acts of terrorism.
 - (e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
 - (f) Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc, and
 - (g) Any other similar things beyond the control of the party, except court order/ court judgment.
- 7.2 Occurrence of any Force Majeure shall be notified to the other party within 07 days of such occurrence. If any Force Majeure continues for a period of 3(three) months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of 7 days to the other party and interest free security deposit shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any payable by the licensee to DMRC Ltd.

ARTICLE: 8

BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT

Surrender of License Agreement.

- 8.1 The Licensee shall have option to surrender the license agreement hereby created provided that :-
- (a) The Licensee successfully completes initial 2 (two) years lock in period.
 - (b) There are no arrears pending with the licensee on the date of issue of surrender notice.
 - (c) DMRC receives a 180 days' advance notice, in writing, from licensee for its intention to surrender the license agreement after expiry of initial two years lock in period as per the provision of clause 3.3 of the license agreement.
 - (d) Licensee continues to pay all dues as per schedule to DMRC till the date of premature closure of License Agreement.
 - (e) Licensee hand over vacant and peaceful possession of licensed shop, to DMRC, free from all encumbrances and in original conditions free of cost within 30 (thirty) days from the closure of License agreement.
- 8.2 If licensee satisfies the above said conditions of surrender of License Agreement, DMRC shall refund interest free Security Deposit after recovery/adjustment of any amount/s due from the Licensee and following the provisions of clause 3.3 of the license agreement.

Breach of License Agreement/ Licensee's Events of Default

- 8.3 Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default :-
- (a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to DMRC without any contributory factor of the Licensee.
 - (b) If the Licensee fails to pay license fee, utility charges, penalty or damage herein specified or any other due to be paid by the Licensee to DMRC by the stipulated date.
 - (c) If the Licensee makes any of the following changes in Ownership :-
 - i. Change in ownership of Licensee by sale, merger or acquisition and if the new entity owning the Licensee is unable to demonstrate its ability to satisfactorily fulfil obligations of the Licensee to the satisfaction of DMRC.
 - ii. Any dilution/change in the equity stake of the JV/Consortium by the Licensee in the first three years of the License Period.
 - iii. Any dilution/change in the equity stake of the JV/Consortium after three years of the License Period without prior permission of DMRC.

- iv. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
- (d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
 - (e) If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.
 - (f) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/ commuters or loss to DMRC property.
 - (g) If the Licensee is in violation of any of the other clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from DMRC fails to cure the Default to the satisfaction of DMRC.
 - (h) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
 - (i) If the Licensee engaging or knowingly has allowed any of its employees, agents, or sub-Licensee to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
 - (j) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the licensed shop, save and except as otherwise expressly permitted under this Agreement.
 - (k) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
 - (l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DMRC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
 - (m) If the Licensee has abandoned the Licensed Shop(s).
 - (n) If the licensee is found to be violating the list of banned usage as per Annexure-II.
 - (o) 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. In the case the registration of the license agreement/amendment is not done within the 30 days of signing of license agreement/amendment, it shall be treated as “Material Breach of Contract”
 - (p) Non payment of dues of property tax/service charges as per clause 3.22 of this agreement

Termination of License Agreement by DMRC

- 8.4 Provided that in the event of application of clauses 8.3 (a), (b), (o) and (p) DMRC shall give to the Licensee 15 to 30 days time as applicable to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee's Event of Default. However, in the event of application of clause 8.3 (c) to (n), DMRC may terminate the license agreement with immediate effect.
- 8.5 On operational ground or any other Administrative Exigencies: DMRC reserves the right to terminate the License Agreement by giving three month's (90 days) advance notice in case of such/any exigency. The License agreement shall stand terminated and the Security deposit shall be refunded after adjusting outstanding dues, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. Licensee shall remove his belongings from DMRC premises within 30 days of issue of termination letter, failing which these belongings shall become property of DMRC at "0" /"Zero"/ Nil value. DMRC shall be free to use/ dispose-off these belongings in whatever manner as deemed fit. Licensee shall have no claim, compensation or consideration on any account of these belongings.
- 8.6 Termination for Force Majeure: The License Agreement may be terminated for Force Majeure Reasons as specified in Article 7.1.

Other Conditions

- 8.7 After termination/ surrender/ expiry of License period or due to force majeure events, Licensee shall forthwith vacate the said premises and remove its furniture, fixtures, equipment as well as its personnel from the said premises without causing any damage to the property of DMRC.
- 8.8 On termination of License Agreement in the Event of Default by Licensee, DMRC shall forfeit the interest free security deposit and advance license fees paid by the date of termination after adjustment of all dues what so ever. Moreover, the Licensee shall be liable to pay all dues outstanding to DMRC including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law.
- 8.9 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.
- 8.10 After completion of the tenure of the license/ pre-mature termination/ surrender, the Licensee voluntarily agrees to remove all his belongings/equipment installed by Licensee inside the shop within 30 days grace period from the date of issue of termination of License Agreement, failing which, it shall become the sole property of DMRC at zero/nil value and DMRC shall be free to dispose off or otherwise deal with it or do as it deems fit. The licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account.

A grace period of 30 days will be provided to the licensee for vacating the site after termination/completion of contract. If, the licensee fails to vacate the licensed space/premises within the grace period, penalty of twice the prevalent monthly License

Fee shall be charged for occupation for & beyond this 30 days period as applicable. 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 said goods/property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/damages after completion of grace period in this regard. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit/Performance Security available with DMRC. **No grace period** shall be provided to licensee, if licensee terminates the contract **within the lock-in period**.

- 8.11 All sub-licenses/ third party agreements, entered by the Licensee, shall stand terminated on expiry of agreement between DMRC and Licensee.
- 8.12 Rights of DMRC on Termination: DMRC shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the licensed shop.
- 8.13 DMRC's Right to Re-market the licensed shop on Termination:
- (a) DMRC shall have right to re-market the licensed shop on termination of this Agreement for any reasons whatsoever.
 - (b) DMRC if it deems necessary shall also have the right to seal or lock the licensed shop upon termination.

ARTICLE: 9

ARTICLE: DISPUTE RESOLUTION

9.1 Amicable Resolution

9.1.1 No legal action till Dispute Settlement Procedure is exhausted.

Any and all Disputes shall be settled in accordance with the provisions of Article 9. 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 Article 9 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.

9.1.2 Notice of Dispute

For the purpose of Sub-Clause 9.1.2, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the termination/surrender/completion of contract as advised/intimated by DMRC to the Licensee.

9.1.3 Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;

b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. and in accordance with this Clause.

9.1.4 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 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 one Conciliator selected from a panel of Conciliators maintained by the DMRC. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

9.1.5 Conciliation Procedure

a) The DMRC shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Licensee who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

There will be no objection if conciliator so nominated is a serving employee of DMRC who would be Deputy HOD level officer and above.

The DMRC and the Licensee shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.

Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

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

9.1.6 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

- a) by the signing of the 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.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

9.2 Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- 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 CE/Contract on behalf of MD/DMRC at following address:
Office of CE/Contract
Delhi Metro Rail Corp. Rail Limited,
5th floor, A-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road
New Delhi-110001
011-23415838
- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

- 9.2.1 Number of Arbitrators: The arbitral tribunal shall consist of:
- i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
 - ii) 3 (Three) arbitrators in all other cases.
- 9.2.2 Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:
- i) 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, the 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.
 - ii) In case of 3 Arbitrators:
 - a) Within 60 days from the day when a written and valid demand for Arbitration is received by CE/Contract 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 Arbitrator(s) 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.
- 9.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 12.2.2 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 DMRC 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.

- 9.2.4 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.
- 9.2.5 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the GM/PB for the purpose of obtaining his decision. No decision given by the GM/PB in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) 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.
- 9.2.6 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 or as amended up to date.
- 9.2.7 If the **Licensee** (s) does/do not prefer his/their specific and final claims in writing with in a period of 28 days of receiving the intimation from the DMRC about the termination/surrender/completion of contract, he/they will be deemed to have waived his/their claim(s) and the DMRC shall be discharged and released of all liabilities under the contract in respect of these claims.
- 9.2.8 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.
- 9.2.9 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.
- 9.2.10 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.
- 9.2.11 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.
- 9.2.12 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.
- 9.3 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.
- 9.4 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 Arbitrator(s) is / are appointed by the DMRC 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 will be borne by itself. The latest scale of fee & other charges fixed by DMRC are as per Schedule-D enclosed.

9.5 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.

9.6 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 Lease Agreement.

Encl: Schedule-D



SCHEDULE D (Part A)

Fees of the External Arbitrators dealing with Arbitration Cases

S.No.	Description	Maximum amount payable per External Arbitrator, per case	
1.	Arbitration Fee	Refer section 11(14) – The Fourth Schedule of “The Arbitration and Conciliation (Amendment) Act, 2015”	
		Sum in Dispute *	Model Fee
		Up to Rs. 5.00 lakh	Rs. 45,000
		Above Rs 5.00 lakh and up to Rs 20.00 lakh	Rs. 45,000 plus 3.5% of the claim amount over and above Rs. 5.00 lakh
		Above Rs 20.00 lakh and up to Rs 1.00 crore	Rs 97,500 plus 3% of the claim amount over and above Rs 20.00 lakh
		Above Rs 1.00 crore and up to Rs 10.00 crore	Rs 3,37,500 plus 1% of the claim amount over and above Rs 1.00 crore
		Above Rs 10.00 crore and up to Rs 20.00 crore	Rs 12,37,500 plus 0.75% of the claim amount over and above Rs 10.00 crore
		Above Rs 20.00 crore	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 lakh is inclusive of Rs. 19,87,500/-
		*Sums in dispute mentioned above shall include any counter claim made by a party also.	
		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.	
2.	Secretarial Assistance & Incidental Charges (telephone, fax, postage etc.) 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.	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 arranged by sole Arbitrator/Arbitral Tribunal at their own	
3.	Other Expenses (actuals 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)

Fees 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 Note:The fee shall be conveyed to Conciliator at the time of issuing the appointment letter.
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/- per case
5.	Other Expenses (actuals 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
6.	Local Travel Charges	Rs 2,000/- per day of hearing
7.	Providing facilities of hearing rooms, for arbitration hearings & secretarial assistance etc.	Meeting Room shall be provided by DMRC, otherwise Rs 5,000/- per day of hearing

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 C)

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

S.No.	Description	Maximum amount payable per Conciliator, per case												
1.	Conciliator Fee	Rs5,000/- per sitting (to be equally shared by both the Parties) subject to ceiling as prescribed below :												
		<table border="1"> <thead> <tr> <th>S.No</th> <th>Amount of dispute (in `)</th> <th>Ceiling limit (in `)</th> </tr> </thead> <tbody> <tr> <td>i)</td> <td>Up to 1 Cr.</td> <td>Rs25,000</td> </tr> <tr> <td>ii)</td> <td>1 to 10 Cr.</td> <td>Rs50,000</td> </tr> <tr> <td>iii)</td> <td>Above 10 Cr.</td> <td>Rs75,000</td> </tr> </tbody> </table>	S.No	Amount of dispute (in `)	Ceiling limit (in `)	i)	Up to 1 Cr.	Rs25,000	ii)	1 to 10 Cr.	Rs50,000	iii)	Above 10 Cr.	Rs75,000
		S.No	Amount of dispute (in `)	Ceiling limit (in `)										
		i)	Up to 1 Cr.	Rs25,000										
ii)	1 to 10 Cr.	Rs50,000												
iii)	Above 10 Cr.	Rs75,000												
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.														
2.	Reading Charges/Studying of Documents	Rs5,000/- per Conciliator per case including counter claim												
3.	Secretarial Assistance & Incidental Charges (telephone, fax, postage, messenger etc.)	Rs10,000/- per case												
4.	Charges for publishing Settlement Agreement	Rs10,000/- per case												

ARTICLE: 10

REPRESENTATIONS AND WARRANTIES

10.1 The Licensee represents and warrants to DMRC that

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

Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

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

10.3 DMRC Covenants

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

ARTICLE: 11

MISCELLANEOUS

- 11.1 All penalty amounts mentioned in this agreement shall become double after completion of 3(three) years of license agreement/period.
- 11.2 Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines. DMRC shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.
- 11.3 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.
- 11.4 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 30 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of shop 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 shop and the same installation) shall be furnished by the Licensee 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.
- 11.5 Misuse: The Licensee shall use the granted space under the agreement only for those services provided therein as permissible under DMRC (O&M) administration, except activities and banned items listed at Annexure-II of this agreement and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and DMRC (Licensor) shall immediately terminate the said agreement. All liabilities for mis-user charges and mis-user proceedings; if so initiated shall be that of the Licensee only. The Licensee shall indemnify and keep indemnified DMRC for any losses/ penalties on this account levied by any judicial/statutory authorities/courts.
- 11.6 Signage:
- (a) The Licensee shall have the right to put up only one signage of size up to 15 sq ft and width up to 1½ feet for displaying generic name of the Shop for its own branding. The signage may be illuminated or non-illuminated at the Licensee's

option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto.

- (b) The Licensee shall need to obtain a written approval from DMRC by way of a notice before putting up any form of signage and DMRC reserves the right to refuse or to suggest an alternation to the same. The signage shape and location etc are subject to architectural controls to be issued by DMRC.
- (c) Placement of Signage without the permission of DMRC or placement in non-approved locations shall attract a penalty up to of Rs. 5,000/- per signage on the first occasion and up to Rs. 50,000/- per signage on the second occasion. In case of persistence default, DMRC reserve the right to terminate the agreement with forfeiture of the (interest free) security deposit and advance license fees paid in its favour after adjustment of all dues what so ever.
- (d) No advertisement in any format whatsoever shall be permitted in/ on the licensed shop. No audio advertisement of any kind shall be allowed.

11.7 Notices

DMRC and Licensee voluntarily and unequivocally agrees :-

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

**“General Manager/Property Business,
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. All Notice shall be addressed as above.
- (d) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

ARTICLE: 12
BANNING POLICY

12.1 DMRC reserves its right to Suspend or Ban Business Dealings with any Agency/Licensee, if such Agency/Licensee is found to have committed misconduct or fraud or any of its action(s) fall into any such categories

12.2 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/Licensee on the grounds mentioned in Clause 12.3 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 Clause 12.3 below. However, in the following cases Banning shall be ordered without following the procedure of Suspension / Banning.
 - (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 02 years 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 02 year from the date of discharge of tender/date of cancellation of LOA/ annulment of award of contract as the case may be.

12.3 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.

12.4 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. The Banning period will be inclusive of period of Suspension if imposed on the Agency/Licensee. The period of banning can exceed 3 years but not more than five years in extreme specific cases to safeguard the interest of DMRC.

Open Bid for Licensing of 130 Built-up shops at 48 Metro Stations

(License Agreement Annexure)

Name and address of the Licensee to whom issued:

M/s _____

Date of issue.....

Place.....

Annexure-I**Details of Built-up Shop at _____ Metro Stations available for auction
& allotment in Open tender**

S. No.	Name of Metro Station	Shop ID/No.	Line	Approx Carpet Area in Sqm	Initial Rate of License Fee (Rs/sqm/month)
1.					

Note-1: Area indicated above is approximate. Actual area (carpet area) shall be measured at the time of handing over of Built-up Shop/Space. The actual area will be measured and variation of area may occur. However the payment of license fees will be adjusted on pro rata basis as per the actual area allotted. Interest free security deposit will not be readjusted if the variation in area handed over is up to (+/-) 10% else security deposit will be readjusted according to area, handed over.

Note-2: The Built-up Shop offered on license basis is on “as is where is basis”. On at this area the selected bidder/licensee is expected to carry out all works, as required.

Note-3: The built-up shop being licensed can be utilised for all commercial activities therein except for banned list of usage as per Annexure-II. In addition, no cooking is permitted for shops in underground stations. Only electrical/ induction cooking of semi-cooked food can be permitted in underground stations.

Note-4: Interest free Security deposit/ Performance Guarantee amount is equal to 12 months/ one year’s license fees.

Note-5: Parking- The parking facilities provided if any, as part of the station parking may be used as required and all charges, fees and rules shall apply as applicable to the general public and the commuters/users of DMRC station parking.

Annexure-II

LIST OF USAGES BANNED/ NEGATIVE LIST

1. Any product / Service the sale of which is unlawful/ illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Sale of liquor and alcohol based drinks or beverages.
4. Sale of tobacco and tobacco products.
5. Gas/Coal based cooking strictly prohibited. Gas bank or IGL connection may be permitted subject to approval of DMRC after fulfilment of various norms.
6. Advertisement at any location and in any format.
7. ATM's
8. Only electrical/induction cooking of semi-cooked food can be permitted in underground stations.

No.

Dt. ____/____/____

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

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

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

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

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

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

Date: ____/____/____

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

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

1. Name and address of Licensee/ Party/ Company _____
2. Customer ID _____
3. Lease out No _____
4. Invoice No. and Date _____
5. Period of Invoice _____

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

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

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

Note: DMRC's authorized bank name and account No. to which payments to be made – Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003.

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

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

To be filled by DMRC Officials

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

1. _____
2. _____
3. _____

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

Dated: ____/____/____

Signature of Manager/AM-Property Business

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

To,

Delhi Metro Rail Corporation Ltd.
O/o- Sr.Dy. Chief Engineer/ Property Business.
3rd Floor, Metro Bhawan,
Barakhamba Road,
Delhi – 110 001

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

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

Sir,

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

Thanking you

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

To be filled by DMRC Officials

On the request for the _____ (name of Licensee/ Party/ Company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC's authorized bank name and account No. to which payments to be made – Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003.subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PB contracts every time seven (7) before due date for approval of DMRC Ltd. and submission of confirmation of deposition of payments before the due date.

Dated: ____/____/____

Signature of Manager/AM-Property Business

RULES AND GUIDE LINES 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.
3. Underground metro stations are already air-conditioned and hence separate AC may not be 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 C**, & upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
5. DMRC provides power supply (Temporary/Permanent) 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 test 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. Temporary Power supply for fitment of leased area:
 - a) If licensee desires they may seek an electrical connection for carrying out fitment of leased area only for limited period. At the request of licensee, electrical O&M shall permit temporary electricity connection for fitment period. The electricity supplied during the period shall be charged as per the prevalent DISCOM guidelines for charges pertaining to temporary supply. The arrangement for availing temporary supply i.e, supply and installations of energy meters, cables, related switchgears etc.(as per DMRC specification at Annexure-C) shall be responsibility of the licensee. DMRC shall only provide the tapping point from where supply to be extended. In order to avail the temporary supply the Licensee shall give written request to Electrical O&M through concerned controlling department. DMRC shall provide a Temporary Load of minimum 1KVA or up to 2 KVA for every 100 sqm or proportionate with respect to of leased area. If the licensee desires to have excess load than specified above than excess power of 10 KVA may also be granted with the prior approval of Electrical/O&M.
 - b) If even after the completion of the fitment period if the licensee does not apply for permanent supply with all the electrical and fire safety compliances then maximum permissible time of 60 days shall be granted to the licensee on the previously approved temporary load. No extra load/Permanent load shall be granted till all the safety compliances are complied. After 60 days of the fitment period, PD/PB department shall ensure that no any commercial activity is further permitted till the compliances of the electrical and fire safety issues.
8. Procedure for release of Permanent Supply: The permanent load shall be supplied normally at the rate of 0.2KVA/sqm of space licensed out in case of Underground station and 0.5KVA/sqm in case of elevated station. The excess power if required may be granted subject to availability of spare load with DMRC. The load 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 documents 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.

Format of Application for Power Supply

<u>Name and Address of Licensee:-</u>			
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 <input type="checkbox"/> /NO <input type="checkbox"/>	
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 <input type="checkbox"/> /NO <input type="checkbox"/>	
12	Attach Cable layout plan (released by Electrical O&M)	Yes <input type="checkbox"/> /NO <input type="checkbox"/>	
13	Attach Electrical Declaration on Rs.100/- Non-judicial Stamp paper As per Annexure - F or G.	Yes <input type="checkbox"/> /NO <input type="checkbox"/>	
14	Please confirm whether fire extinguisher have been provided with make & specification		
15	All debris, waste material have been removed from installation	Yes <input type="checkbox"/> /NO <input type="checkbox"/>	

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)

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 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
	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
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 m² inside station building]			
PD/PB Licensee: _____ Floor Area _____ Floors : _____ Station: _____			
Line: _____ Date: _____			
S N	CHECK POINT	OBSERVATION	REMARKS
KIOSKS (up to 100 m² 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 m² 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-keeping practice followed ?		
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 : _____	Sign : _____
Name : _____	Name : _____	Name : _____	Name : _____
Emp ID : _____	Emp ID : _____	Emp ID : _____	Emp ID : _____
Department : Fire Wing	Department : PD / PB	Licensee : _____	Licensee : _____

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.

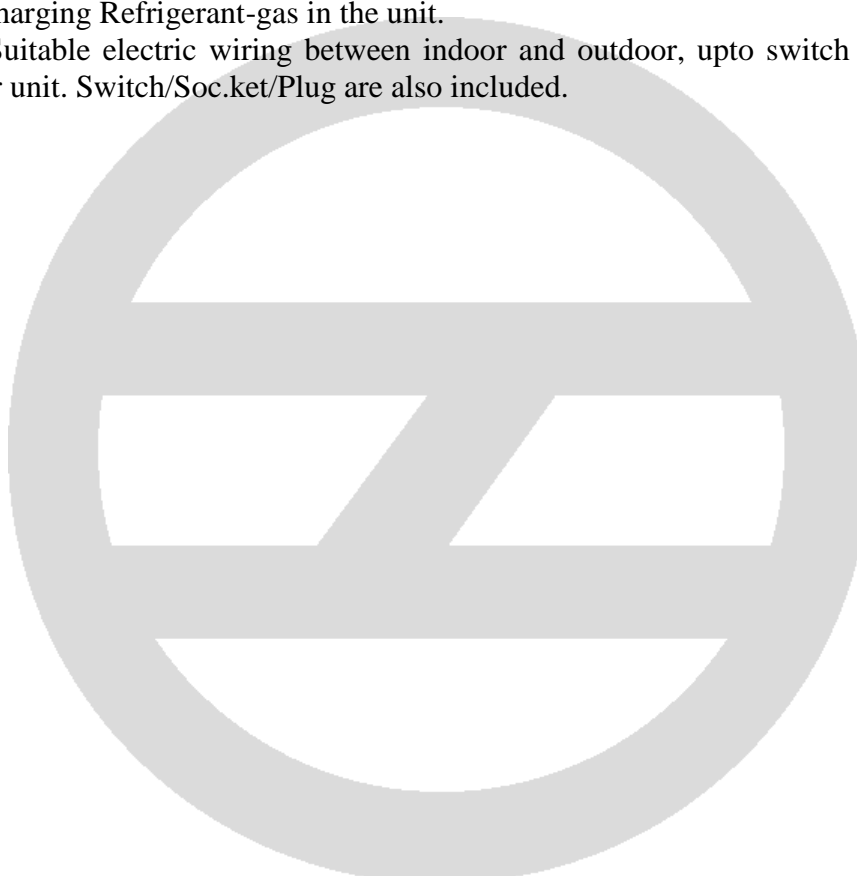
SPECIFICATION OF AIR CONDITIONER

Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-22 suitable for wall mounting and conforming to following specifications. Split AC shall be preferably five star rated. Approved 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 mtrs. length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
10. Refrigerant used shall be Freon-22.
11. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.
12. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test— requirement for Grade V 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/Soc.ket/Plug are also included.



Fire Safety Requirements

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

<p>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:-</p>		
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.

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 1 KVA on which the demand charges as applicable shall be paid by the Licensee. The excess power if required may be granted subject to availability of spare load with 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 }

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 1 KVA on which the demand charges as applicable shall be paid by the Licensee. The excess power if required may be granted subject to availability of spare load with 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 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 }

Material Specification for renovation/ refurbish of premises

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
1	VITRIFIED TILES	Kajaria
		H&R Johnson (India)
		Naveen
		Somany
		Orient
		R K Ceramics
		Restile Ceramics Limited
		Asian Grando India Ltd
		Oasis (Maaarbomax Group)
		Euro Tiles
		Oracle Granito Limited (Marbita Vitrified Tiles)
		Nitco
2	CERAMIC TILES/PORCELAIN TILES	Kajaria
		Bell Ceramaics
		H&R Johnson (India)
		Mitco
		Regency Ceramics Ltd
		Somany
		Orient
		Kanzai Ceramic
		Raja Tiles
		Mridul Enterprises
		Italia
		Euro Tiles
3	TERRAZZO TILES	Hindustan Tiles
		Nitco
4	TACTILE	Pelican Ceramic Industries Pvt Limited
		UniStone Products (India) Pvt Ltd
		NimcoPretab Ltd
5	PVC FLOORS	Armstrong World Industries (India) Pvt Ltd
		Gerfloor India
		Tarken
		VeeKayPolycoats Limited
6	RAISED FLOORS	Hewelson/Kingspan

		Access Floors
		United Access
		Floors/United Insulation
		Uniflair
		Unifloor
		Acons
7	WOODEN FLOORS	Armstrong World Industraies (India) Pvt Ltd
		Action Tesa (Action Buildwell)
		Pergo
8	PU COATAED FLOORS	Cipy Polyurethanes
		H C Associaates
		Pidilite
		Shalimar Paints
		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
		OrasieGranito 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
		BarkeliteHylam (Surface Texture Division)
		"Heritage" Paints
		Texfin Products (M/s Niko)
		Acro Paints
		Birla
		ICI Dulux
		NCL AL TEK
		Kamdhenu Paints
		Bizzar
		Sherwin Williams Paints
15	POL YURETHANE PAINTS	MRF Paints
		Nerolac
		H C Associates
		Modi Industries Ltd (Paint Section)
16	WALL CARE PUTTY	J.K. White
		Unistone
		Birla (Aditya Birla Group)
		Shalimar Paints
		Gyproc Wall Putty (Saint Gobam)
17	GLASS 9Float / Toughened)	Float Glass India Ltd (Asahi float)
		Asahi Float (AIS)
		Modigaard
		Glaverbel
		Saint Gobam
		Sejat
18	STRUCTURAL GLAZING FABRICATORS	PERMASTEELISA (INDIA) PRIVATE LIMITED

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

		SumanyEzy Grout
		MYK Laticrete
		Maper
		Unistone Ultimate Tile Adhesive
26	TILE JOINT FILLER	Bal Adhesives and Grouts
		"Roff Rainbow Tile mate" of Roff Construction Chemicals Pvt Ltd
		Winsil 20/ malibu-tech
		Silicon Sealant of GE Bayer Silicone
		"Zentrival FM" of MC-Bauchemie (India) Pvt Ltd
		MYK Laticrete
		Toyo Ferrous 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	DuroplySharda Ply Wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)

		SwastikPlyboard Ltd (Swati Plyboard)
		Merino
32	BLOCKBOARD	Duroply-Sharda Ply wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		Merino
33	LAMINATE	Decolam / Decolite (A Bakelite Hylam Product)
		Formica Corporation
		Sundek International Decorative Laminates
		BAKELITE HYLAM LTD
		Greentam Asia Pacific Pvt Ltd
		Merino
		Virgo Lam (M/s Virgo Industries)
34	PRE-LAMINATED PARTICLES BOARD	Novopan (GVK Group)
		Ecoboard
		Action Tesa (Action Buildwell)
		Bhutan Board
35	FLUSH DOORS	Kanchan Ply
		SwastikPlyboard Ltd (Swati Plyboard)
		Kutty's
		Diamond Flush Doors/Star Metal Forms P Ltd
		RaaVeeta
		Alpro Panels
36	COMPACT LAMINATION DOORS	Merino
		Greenlam Asia Pacific Pvt Ltd sturdy rest rooms and cubicals
		Green Ply wood
37	PRESSED STEEL DOOR FRAMES	Agew Steel Manufactures Pvt Ltd
		SenHarvic Windows Private Limited

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

		Hafele
		Dorset
		Dline
		Hardwyn
		Ozone
		Heffich India Pvt Ltd
46	DRAINAGE PIPES	TirupatiPlastomatics
		Duraline
		Rex
47	DUCTILE IRON PIPES	Electro steel
		Jindal (Hissar)
48	CAST IRON (A) S/S PIPES & FITTINGS (IS:1536) Kesoram	Kesoram
		KDPL
		NECCO
		HEPCO
49	GI & MS PIPES (IS: 1239 PART I & II, IS: 3589)	Jindal (Hissar)
		Surya
		SwastikPlyboard Ltd (Swati Plyboard)
		Prakash
50	GI FITTING MALLEABLE (IS: 1879 PART 1 TO X)	Zoloto
		Unik
		"R"
		KS
		DRP
51	UPVC PIPES & FITTINGS (IS: 4985-1981)	Finolex
		Supreme
		Prince
		Polypack
		Jindal Plast (India)
52	CPVC PIPES & FITTINGS	Flowguard - Astral
		Ajay
		Ashirwad
53	STONEWARE PIPES 7 GULLY TRAPS (IS:651)	Perfect
		Anand
		R.K.
		Priya
54	RCC DSPIPES (IS:458)	Pragati
		Jain Spun
		Daya Spun
		Usha
55	COPPER PIPES & FITTINGS	Mehta Tubes
		Rajoo
		Maxflow
56	HOPE PIPES & FITTINGS	Gebreti
		Reliance (hasti)

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

		NSL Limited
		Bihar Tube Ltd
		Swastik Pipes Ltd
		JSW ISPAT
		Rana
66	SS WORKS	Dharam Industries (FABRINOX)
		Ozone
		Jindal Stainless (JSL)
67	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 " Zinalume" "Colortionedd")
69	POLYCARBONAIC SHEETS	"Lexan" (SABIC Innovative Plastics) Danpalon
70	TENSILE FABRIC	Fenan
		Mehler

Handing Over Note

Date: __/__/__

Shop/Space measuring x = sqm, at Metro Station
(Shop No./ Location of the Shop may be added).....is
handed over to the Licensee, through Shri..... of M/s
..... office at.....
on.....(date).....at.....(time), in the presence of Property
Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

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

Licensee

Property Business Wing

Electrical & Maintenance

Civil & Structure

Station Manager/Station Controller

Taking Over Note

Date: __/__/____

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

Licensee	Property Business Wing
Electrical & Maintenance	Civil & Structure
Station Manager/Station Controller	

Annexure-VIII

Format of Bank Guarantee
(For submission of Interest Free Security Deposit/ Performance Security)
(The Bank Guarantee shall be valid for at least three year)

(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-110 001, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS: -

1. DMRC, with a view to augment its revenues through non-operative measures, has licensed commercial space _____ to _____ (hereinafter called “Licensee”).
2. DMRC has agreed to provide to the Licensee, commercial space on “as is where is basis” in accordance to LOA No. _____ dated _____.
3. Therein after referred to as commercial space licensing 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 licensing of commercial space at _____ 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 _____ months license fee for commercial space at _____, 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 advise 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 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 encashed 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 agrees 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 _____



Corrigendum-1

S.No	Particular	Published earlier in the tender	To be read as
1	Site Visit Details(Annexure-12)	Line-2: Site Visit on 20.08.2021 at 09:00 hrs, Meeting point at M G Road Metro Station near Customer Care, concerned person:Mr. Tushar Contact No-9891272666	Line-2: Site Visit on 19.08.2021 at 09:00 hrs, Meeting point at M G Road Metro Station near Customer Care, concerned person:Mr. Tushar Contact No- 9891272666

Corrigendum-2

Tender No. 121M0011

Particular	Published earlier in tender	To be read as
Sale of Application Form	From 10/08/2021 to 08/09/2021 (up to 17:00 hrs) on DMRC website www.delhimetrorail.com or from the office of GM/PB For further information on this regard bidders are advised to contact on 23417910-12 (Ext: 534248,534778). The tender cost of Rs 1770/- should reach/submitted in the office of GM/PB by 17:00 hrs on 08/09/2021 .	From 10/08/2021 to 15/09/2021 (up to 17:00 hrs) on DMRC website www.delhimetrorail.com or from the office of GM/PB For further information on this regard bidders are advised to contact on 23417910-12 (Ext: 534248,534778). The tender cost of Rs 1770/- should reach/submitted in the office of GM/PB by 17:00 hrs on 15/09/2021 .
Time & last date of Registration for Bidding Process along with DD/PO for tender cost, Undertaking for EMD/Bid Security declaration, KYC documents B.A.F(Bid Application form), with Annexure & Tender documents etc duly signed by bidder	Up to 17:00 hours on 09/09/2021	Up to 17:00 hours on 16/09/2021
Date, time & venue of auction for Bidding Process	15/09/2021 at 10:00 hrs for schedule No 1 i.e. for 37 shops and 16/09/2021 at 10:00 hrs for schedule No 2 i.e for 49 shops and 17/09/2021 at 10:00 hrs for schedule No 3 i.e. for 44 shops Location: Auditorium Ground floor-A wing Metro Bhawan, Barakhamba Road, New Delhi-110001	22/09/2021 at 10:00 hrs for schedule No 1 i.e. for 37 shops and 23/09/2021 at 10:00 hrs for schedule No 2 i.e for 49 shops and 24/09/2021 at 10:00 hrs for schedule No 3 i.e. for 44 shops Location: Auditorium Ground floor-A wing Metro Bhawan, Barakhamba Road, New Delhi-110001