

# DELHI METRO RAIL CORPORATION LIMITED



**May-2023**

Request For Proposal (RFP): PB/52320189SC

Bids (e-tender) are invited for  
**Licensing of Space on Pillars of Line-2 (yellow line) for Placement and Operation of telecom equipments for providing shared Mobile Coverage up to 5G in three (03) separate schedules.**

RFP/Bid Document can be purchased from <https://eprocure.gov.in/eprocure/app> only.

Cost of RFP/Bid Document: Rs.23,600/- (Non-Refundable)  
(Inclusive of 18% GST)

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## 1. Definitions

- 1.1. "Agreement" means the License Agreement to be executed between DMRC and the Selected Bidder.
- 1.2. "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 includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- 1.3. "Bid" means the documents in their entirety comprised in the Bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the Bid submitted by the successful Bidder (Licensee) in response to the Tender Notice in accordance with the provisions thereof. The words "Bid" and "Tender" are used synonymously.
- 1.4. "Bidder" means any eligible party, who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or Consortium, etc. who is submitting its Bid pursuant to Bid/RFP Document.
- 1.5. "Bid Security" means the refundable amount to be submitted by the Bidder along with RFP documents to DMRC.
- 1.6. "Commencement Date" means the date of commencement of License Agreement as defined in RFP document.
- 1.7. "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 Performance Security.
- 1.8. "DMRC" means Delhi Metro Rail Corporation Limited.
- 1.9. "Fit-out Period" or "Fitment Period" means the period for carrying out fit out activities in order to operationalise the Licensed Spaces.
- 1.10. "Interest Free Security Deposit / Performance Security" means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as security against performance of License Agreement.
- 1.11. "License" means the grant of License by DMRC to the licensee to utilize the premises solely for the purpose of Providing Mobile (Cellular) Network by Placement and Operation of Telecommunication Equipments, under terms and conditions of this Agreement.
- 1.12. "Licensee" means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- 1.13. "License Fee" means the amount payable by the Licensee to DMRC for licensed spaces or premises as per terms and conditions of the License Agreement along with other payable charges and any kind of Central or State Taxes, GST, local levies, statutory dues, etc. as per prevalent law.
- 1.14. "License Period" means a period of Six (6) years starting from the date of commencement as specified in RFP document.
- 1.15. "Permitted Activity" means the activity of Placement and Operation of Telecommunication Equipment on pillar for Providing Shared Mobile (Cellular) Coverage up to 5G on DMRC network.
- 1.16. "Premises" means the bare space, offered at various selected metro stations on "as is where is basis", solely for the purpose of installation of telecom equipments for provision & enhancement of Mobile (Cellular) Network.
- 1.17. "Selected Bidder" means the bidder who has been selected by DMRC, pursuant to the bidding process for award of License.

## 2. Notice Inviting Bids(NIT)

- 2.1. Delhi, National Capital Region (NCR) which comprises of the Indian Capital New Delhi, along with its satellite towns is the most populous urban agglomeration in India. DMRC undertook the construction for MRTS and the first section of Phase-I was made operational on 25-12-2002. Presently, the Delhi Metro network consists of about 390.14 km with 286 stations including NOIDA-Greater NOIDA Aqua Line, Rapid Metro Gurugram and Airport Express Line. The network has now crossed the boundaries of Delhi to reach NOIDA and Ghaziabad in Uttar Pradesh, Gurugram, Bahadurgarh and Faridabad in Haryana.
- 2.2. DMRC invites Bids (through e-tendering process) through this RFP document from eligible Bidder(s), who may be a sole proprietorship firm, a partnership firm or a company incorporated under Companies Act 1956/2013 and having registered office in India, or a combination of above in the form of Joint Venture (JV) or Consortium, for selection of licensee/s for Licensing of Spaces on Pillars of Line-2 (yellow line) for Placement and Operation of telecom equipments for Providing Mobile (Cellular) Coverage up to 5G in three separate schedules (as given in Annexure-1 of Bid/RFP Document) of the tender document and as per terms and conditions of this Bid Document.
- 2.3. DMRC shall receive Bids (e-tender) pursuant to this Bid Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit online Bids in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the DMRC premises at the stations / site and familiarise themselves with the proposed arrangements and all activities necessary in this regard.
- 2.4. Salient features of Bidding Process:
- a). DMRC has adopted a single stage two-packet Bidding Process for selection of a suitable highest Bidder for granting License as per bidding schedule.
  - b). For participation in e-tendering process, the Bidder(s) has to be registered on DMRC's e-tendering portal <https://eprocure.gov.in/eprocure/app>. On registration they will be provided with a User ID and a password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The Bid/RFP Document can only be downloaded or uploaded using Class-II or Class-III digital signature of the authorized signatory. If needed prospective Bidder can be imparted training on "online tendering process".
  - c). **Schedule of Bidding Process-**

<p>1.</p>	<p>Cost of Bid Document (Non-Refundable)</p>	<p><b>Rs. 23,600/- (Rs.20,000/- + 18%GST).</b>                  Cost of Tender Document shall be acceptable through online mode only i.e. Customer Payment Portal Link (<a href="https://services.billdesk.com/MercOnline/web/delhi-metro/pay">https://services.billdesk.com/MercOnline/web/delhi-metro/pay</a>)/RTGS/NEFT/IMPS. No other Mode of payment will be accepted.                  Detail of DMRC's authorized Bank name and Current account No. to which payments of Tender Cost are to be made is as follows: Union Bank of India, F-14/15, Connaught Place, New Delhi-110001, IFSC code – UBIN0530786, A/c No. – 307801110050003                  The Bidders will be required to upload scanned copies of transaction of payment of tender fee/tender document cost including e-receipt ( clearly indicating UTR No. and tender reference .i.e. PB/52320189SC which must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission.                   No copies of <b>transaction</b> of payment are required to be sent to this office in physical form.   <b>Note: The payment of tender cost is accepted from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bid. All such bids shall be considered ineligible and summarily rejected.</b></p>
<p>2.</p>	<p>Bid Security/EMD.                  Bidders shall pay EMD/Bid Security for any one or more or all the Schedules for which bids made.</p>	<p>The bidder shall have to deposit Bid Security/EMD as follow:  <b>Schedule 01-</b>₹12,48,000/-  <b>Schedule 02-</b>₹13,38,000/-  <b>Schedule 03-</b>₹12,17,000/-                   Total Combined for all three Schedules (Schedule-01 to 03) is <b>₹38,03,000/-</b>                  The bidders shall have the liberty to quote for any one or more or all the schedules listed out in Annexure-1 of RFP.                  Bid Security amount shall be acceptable through online mode only i.e. Customer Payment Portal Link (<a href="https://services.billdesk.com/MercOnline/web/delhi-metro/pay">https://services.billdesk.com/MercOnline/web/delhi-metro/pay</a>)/RTGS/NEFT/IMPS. No other Mode of payment will be accepted.                  Details of DMRC's authorized Bank name and Current account No. to which payments of Bid Security/EMD are to be made is as follows;                  Union Bank of India, F-14/15, Connaught Place, New Delhi-110001, IFSC code – UBIN0530786, A/c No. – 307801110050003                  The Bidders will be required to upload the scanned copies of transaction of payment of tender security/ EMD including e-receipt (clearly indicating UTR No. and tender reference which must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered ) to be uploaded in online bid submission.</p>

		No copies of transaction of payment are required to be sent to this office in physical form. NOTE: Bidders to note that the payment of tender security shall be made from the account of bidders only however, In case of JV/ Consortium the tender security can either be paid from JV/ consortium account or one of the constituent members of JV/ Consortium. If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.
3.	Sale of Bid Document	From <b>17/05/2023 (17:00 hours) to 26/06/2023 (15:00 hrs)</b> at e-tendering website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
4.	Site Visit	Joint site visit of spaces shall be from <b>22/05/2023 (10:00 hours) to 26/05/2023</b> . Interested Bidders are requested to contact; O/o Executive Director/Property Business, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. Sh Pawan Kumar-AM/PB/Telecom-Mo.-9971719512
5.	Pre-Bid Conference	<b>30/05/2023 at 15:00</b> at Conference Room 3 <sup>rd</sup> Floor, A-Wing, Metro Bhawan
6.	Last Date of receiving written queries by DMRC	<b>01/06/2023 at 17:00 Hrs</b>
7.	DMRC's response to queries by	<b>09/06/2023</b>
8.	Start Date & Time of Submission (e-tender) of Bid online	<b>13/06/2023 at 10:00 Hrs</b>
9.	Last Date & Time of Submission (e-tender) of Bid online	<b>26/06/2023 up to 15:00 Hrs</b>
10.	Date & Time of Opening of Technical Bids online	<b>27/06/2023 @ 16:00 Hrs</b>
11.	Validity of Bid	Up to 180 days from the last date of submission of Bid.

**\*A bidder is required to submit its bid for any one or more or all the schedules listed out in Annexure-1 of RFP and as per BoQ i.e. bidder shall submit their bid for one, multiple or all of the Schedules as given in Annexure-1 of RFP and shall quote for any one or multiple or all locations detailed in Annexure-I for which bid is submitted. No partial surrender of Site/Location shall be permitted during entire tenure of the license agreement.**

**(i) Bid Security:** The bidders shall have the liberty to quote for any one or more or all the schedules listed out in Annexure-1 of RFP. Bidders shall be required to deposit Bid security/EMD as per details/Amount given in Annexure-1 for each schedule, for which bid is made. If a bidder bids for more than one schedules, the respective bid security for each schedules will be required to be submitted in aggregate for all the schedules for which its Bid is offered/ submitted i.e. separate bid securities for different schedules are required to be submitted. If a Bidder desires to participate in more than one schedule, tender document cost will be required to be submitted only once.

**(ii)** The mode for payment of tender cost and tender/bid security is to be done by Customer Payment Portal Link (<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/RTGS, NEFT &IMPS. No other mode of payments will be accepted. The bidder will be required to upload scanned copies of transaction of payment of tender cost and tender/bid security including **e-receipt (clearly indicating UTR No. and tender reference no. i.e. PB/52320189SC which must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission.**No copies of transaction of payment are required to be sent to this office in physical form.

To avoid any discrepancies in reconciliation of GST, the tender cost may be submitted by separate Customer Payment Portal Link (<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/RTGS/

NEFT/IMPS. The tender no. and name of the tender should be mentioned in details while submitting payments.

**Note: (i) The payment of tender cost is accepted from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bids. All such bids shall be considered ineligible and summarily rejected.**

**Bidders to note that the payment of tender security shall be made from the account of bidders only however, In case of JV/ Consortium the tender security can either be paid from JV/ consortium account or one of the constituent member of JV/ Consortium. If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.**

- d) The details of tender Cost & tender security remitted as per above should be correctly uploaded & detail must match in the online submission, failing which the payment may not be considered to be uploaded in online bid submission. Bidders who fail to submit the cost of RFP document by above mode and upload scanned copies of transaction of payment on or before the prescribed date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The bid shall be valid for a period of not more than 180 days from last date of submission of Bid.
- e) The Bid submissions must be made online after uploading the mandatory scanned documents towards payment of Cost of Tender Document and Bid Security/EMD i.e. Customer Payment Portal Link (<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>) RTGS/NEFT/IMPS and scanned copy of other documents as stated in Tender Document.
- f). All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/space should be there in the name of uploaded file.
- g). Bids received after due Date & Time of Submission (e-tender) of Bids shall not be accepted under any circumstances.
- h). Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance for the prospective Bidders in this regard.
- i). In case of a Bid by a JV/Consortium of firms, following condition shall be abided by all the members of JV/Consortium:
- i. For the purpose of evaluation of JV/Consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the JV/Consortium.
  - ii. The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
  - iii. Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash Security Deposit/Performance Security and/or to terminate the License Agreement after 30 days' notice.
  - iv. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
  - v. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
  - vi. All members of such entity shall be jointly and severally liable for the due performance of License agreement.



- vii. For the purpose of evaluation of the consortium/JV each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium or JV.

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

- j). Tender Document can also be downloaded from DMRC's website [www.delhimetrorail.com](http://www.delhimetrorail.com) under tab 'Tenders' and sub-head 'Property Development & Property Business Tenders' and has to be submitted online through e-tendering portal <https://eprocure.gov.in/eprocure/app> only.
- k). The Bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for latest updates (addendum/corrigendum) in respect of this tender. There will be no other mode of communication for update, if any.
- l). The cost of Tender document and the bid security amount have to be submitted Online through Customer Payment Portal Link ([https://services.billdesk.com/MercOnline/web/delhi-metro/pay\)/RTGS/NEFT/IMPS](https://services.billdesk.com/MercOnline/web/delhi-metro/pay)/RTGS/NEFT/IMPS) in the account as given in 2.4 (c) (1) & (2) of table above respectively, by the specified date and time i.e. before the last date & time of uploading of bid as per Clause 2.4 (c)(9) above, failing which the offer/bid of such bidder shall be declared as ineligible and the said Bid submitted shall be summarily rejected.
- m). The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.

2.5. Licensee shall be responsible for the following activities:

- a) The Licensee shall operate the licensed space for Placement and Operation of telecom equipments for providing Mobile Coverage up to 5G in three separate schedules (as given in Annexure-1 of Bid/RFP Document). For the purpose of placement of equipment, the Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns. If the part of plan is not acceptable to DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision in plan shall have to be got approved from DMRC.
- b) Designing of all units / structures to complement station architecture for installation of telecommunication equipment.
- c) Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the licensed premises only. Licensee shall prepare the plan for approval from DMRC.
- d) Appoint an architect to interact with nodal DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
- e) Operate, manage and maintain the entire premises.
- f) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, TRAI, DOT Govt of India etc. at its own cost.
- g) Comply with all statutory requirements in connection with License Agreement.
- h) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- i) 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



license at the start of every financial year (i.e. DMRC shall raise the demanded by 15<sup>th</sup> April) and licensee shall pay/ submit to DMRC the property tax/ service charges demanded latest by the last day of the first month of every financial year (i.e. latest by 30<sup>th</sup> 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 15<sup>th</sup> April of the said year**

-Last Date of payment dues against property tax/ service charge to DMRC for financial year under consideration: **BY 30<sup>th</sup> 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 proceeding as mentioned in relevant clause of License agreement of material breach of contract conditions.

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.

- j) Licensee shall also adhere to procedure of DMRC regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-9.5 and Material Specification for renovation/ refurbish of premises as per Annexure-9.4.
  - k) Licensee shall interface with Civil/Electrical/Signal & Telecom etc during execution of work. Licensee shall also attend progress review meeting called on regular basis.
  - l) Appoint competent nodal officer to interact with nodal DMRC representative to bring clarity in understanding of spaces, coordinate and implement decisions taken.
- 2.6. After successful completion of tender processing, the Letter of Acceptance to the successful bidder shall be uploaded on the e-tendering portal <https://eprocure.gov.in/eprocure/app> which can be downloaded by successful bidder. LOA would also be E-mailed to the successful bidder.
- 2.7. The Bids submitted without cost of Bid document and/ or Bid security by the Bidders shall be out rightly rejected. The Bids received after stipulated date and time of submission of RFP shall be rejected out rightly.
- 2.8. The Bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for updates.
- 2.9. DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.
- 2.10. The tenderers may obtain further information/clarification, if any, in respect of the tender documents from the office of DGM/PB Delhi Metro Rail Corporation, A Wing, 3<sup>rd</sup> floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110 001

2.11. The licensee has to comply with rules and regulations of safety and health management policy of DMRC enclosed (attached separately) and the same shall be read be in conjunction with Tender Document and other relevant instructions issued from time to time.

2.12. **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 Organization (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 bidder should submit undertaking to this effect in Annexure 7A of the tender document.

(ii) Also, no contract of the tenderer/bidder 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 7A 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 be at liberty to and have full rights to cancel the allotment of license for installation of telecom equipments in DMRC network and forfeit the Interest Free Security Deposit (IFSD) after adjusting any dues payable by the successful bidder/licensee. The bidder should submit undertaking for the above as per Annexure-7A of the tender document.

2.13. **In case of any grievances/complaints regarding this tender, please contact:**

a). **Executive Director/ Property Business**

Delhi Metro Rail Corporation Limited

3<sup>rd</sup>Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,

New Delhi -110001, Email Id: gmpb@dmrc.org, Phone No: 011-23418417

b). **Chief Vigilance Officer**

Delhi Metro Rail Corporation Limited

1<sup>st</sup> 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>

**Note:** The Hindi version of Notice Inviting of Bids (NIT) is also available on DMRC website. In case of any discrepancy between the English and Hindi versions, the English version shall prevail.

**Executive Director /Property Business**

**Delhi Metro Rail Corporation**

**3. Disclaimer**

- 3.1 This Bid Document is not an offer but is an invitation by DMRC to the Bidders for participation in the e-bidding/e-tendering process for selection of Licensee. This Bid Document is provided with information that may be useful to Bidders in making their financial offers (Bids) pursuant to this Bid Document. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by DMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.
- 3.2 Information provided in this Bid Document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Intimation of discrepancies in the Bid Document, if any, may be given, by the Bidders, to the office of the DMRC, immediately, by the Bidders. If DMRC receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the Bid document.
- 3.3 This Bid Document may not be appropriate for all persons, and it is not possible for DMRC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in the Bid Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.
- 3.4 DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this Bid Document. DMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise arising in any way for participation in this Bid Stage.
- 3.5 The issue of this Bid Document does not imply that DMRC is bound to select a Bidder or to appoint the Preferred Bidder or Licensee, as the case may be, for the grant of License and DMRC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid. The Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this RFP/Bid Document shall be considered only if it is submitted in writing.

## 4. Objective and Scope

### 4.1 Objectives of Bid Document:

- a) Licensing of space on pillars of Line-2 (yellow line) for Placement and Operation of telecom equipments for providing Mobile shared Coverage up to 5G in three separate schedules (as given in Annexure-1 of Bid/RFP Document) as per terms and conditions of this Bid Document.
- b) To augment non-operational revenue of DMRC through Licensing of space on pillars.
- c) To provide mobile coverage in periphery of metro alignment

### 4.2 Scope:

- a) In elevated section of DMRC, the stations and viaduct are raised on pillars. The viaduct is supported on single pillar located in median of road having average cross-sectional area of 4-5 Sqm. It may be square, circular or oval in shape. The surface may be smooth or corrugated. The bottom of viaduct indicating road clearance is 5.5m to 6.5m at road crossing. If it is an over bridge crossing road, this clearance may be 15m to 18m. In some sections, the viaduct is supported on two columns.
- b) Yellow Line (Line-02) is 49.02 Kms long network comprising of 37 (thirty seven) metro stations. Out of 16 stations are elevated from Samaypur Badli to Guru Tegh Bahadur Nagar Ramp and Saket Ramp to Huda City Centre consisting of a total of 795 pillars. The spaces on metro pillars of Yellow Line (Line-02) are hereby offered for Placement and Operation of telecom equipments for providing Mobile Coverage up to 5G in three separate schedules of DMRC Network (Annexure-1 of Bid/RFP Document).
- c) The Selected Bidder(s) shall be licensed with the offered spaces pursuant to the schedule-wise bidding process, according to their bid, for Placement and Operation of telecom equipments for providing Mobile Coverage up to 5G in three separate schedules of DMRC Network (Annexure-1 of Bid/RFP Document). As per terms and conditions of this Bid Document, hereinafter referred to as "**Permitted Activity**", subject to the terms and conditions specified in the Bid Document/Draft License Agreement and the guidelines stipulated herein in relation to the Permitted Activity: at the pillars/sites/locations with tentative tendered area as detailed in Annexure-1.
- d) The Licensed sites/Locations shall exclusively belong to the DMRC, without creating any right, title or interest of whatsoever nature in the said premises in favour of the LICENSEE.
- e) The telecom solution as a concept shall be offered by operator whereby with single common infrastructure all existing and upcoming mobile operators can serve their customers in an easy and efficient manner. The said telecom solutions shall offer shared solution for various types of telecom operators.
- f) The Selected Bidder(s) shall be required to set up and manage the common shared cell telecom solution at the Licensed Premises. The Selected Bidder shall in turn provide the services of telecom solution to various telecom operators and other agencies by charging them appropriate licensee fee. The Selected Bidder in turn shall pay a fixed amount of monthly License Fee and other charges along with applicable taxes, quarterly in advance, to DMRC.
- g) Maximum five operators shall be allowed as per this RFP Document to carry out the Permitted Activity within Licensed Premises. The Selected Bidder shall obtain prior permission from DMRC to include/exclude any service provider. Inclusion of additional telecom operator, above limit of 5 (five), shall increase the License Fee by 20% for each new telecom operator. Additional space at station for increase in telecom operator may be provided on pro-rata basis as per availability and feasibility. The Licensee shall endeavour to have tie-ups with mobile service

providers for the authority to receive their signals and propagate them. Further, the agreement between Licensee and the operators shall cease in case of termination of License Agreement entered between Licensee and DMRC (Annexure-9).

- h) The Optical Fibre Cable or any other cable laid in ROW shall be used for linking of its equipment for permitted activity only. No other data of whatever type shall be permitted on this fibre cable.
- i) The Licensee shall ensure compliance with permissible radiation limits for mobile equipments as laid down by Municipal Corporation / State Government /TRAI/ Department of Telecommunications (DOT) of Govt of India from time to time.
- j) Space on pillar: DMRC shall provide approx, 1.5m wide space on the metro pillars for clamping of telecommunication equipment. The clamped equipment should not protrude/project beyond 2 ft of pillar surface. Road /traffic conditions and regulations of civic/statutory authorities in regard to installations nearby road must be taken care of by the licensee.
- k) Right of Way (ROW) may be provided to lay optical fibre cable (OFC) and power cables along station building area and viaduct to connect equipments as per procedures of DMRC and using cables as per specifications of DMRC e.g FRLS in elevated section. .
- l) Any space requirement at nearby station/s for placement of backhaul equipment shall be met by DMRC based on availability and feasibility. DMRC may provide bare space, subject to minimum of 4 sqm. at requested station/s for placement of equipment for linking these equipments at rates as mentioned in table at clause 6.7.
- m) Licensee fee shall be charged on per pillar/month basis for the aforesaid pillar space. Minimum number of pillars that shall be invoiced is 100 pillars.
- n) The accepted License Fee for successful bidder shall be applicable up to 5G only during the tenure of License Agreement. In case of any technological up-gradation beyond 5G, the License Fee of Space shall be reviewed on mutually agreed terms and conditions. In event of failure of finalisation of mutually agreed License Fee of Space, the License Agreement shall be terminated by DMRC as per terms and conditions of License Agreement.

**4.3 Licensee shall be responsible for the following activities:**

- a) The Licensee shall operate the licensed space for Placement and Operation telecom equipments for providing Shared Mobile) Coverage up to 5G in three separate schedules (as given in Annexure-1 of Bid/RFP Document). For the purpose of placement of equipment, the Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns. If the part of plan is not acceptable to DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision in plan shall have to be got approved from DMRC.
- b) Designing of all units / structures to complement station architecture for installation of telecommunication equipment.
- c) Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the licensed premises only. Licensee shall prepare the plan for approval from DMRC.
- d) Appoint an architect to interact with nodal DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
- e) Operate, manage and maintain the entire premises.
- f) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, TRAI, DOT Govt of India etc. at its own cost.
- g) Comply with all statutory requirements in connection with License Agreement.
- h) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- i) GST and surcharge thereon, as applicable from time to time, shall be paid by the Licensee. Payment of all statutory taxes, local levies, statutory dues, etc. as and when due and as applicable.
- j) 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 license at the start of every

financial year (i.e. DMRC shall raise the demanded by 15<sup>th</sup> April) and licensee shall pay/ submit to DMRC the property tax/ service charges demanded latest by the last day of the first month of every financial year (i.e. latest by 30<sup>TH</sup> 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 15<sup>th</sup> April of the said year**

-Last Date of payment dues against property tax/ service charge to DMRC for financial year under consideration: **By 30<sup>th</sup> 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 proceeding as mentioned in relevant clause of License agreement of material breach of contract conditions.

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.

- k) Licensee shall also adhere to procedure of DMRC regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-9.5 and Material Specification for renovation/ refurbish of premises as per Annexure-9.4.
- l) Licensee shall interface with Civil/Electrical/Signal & Telecom etc during execution of work. Licensee shall also attend progress review meeting called on regular basis.
- m) Appoint competent nodal officer to interact with nodal DMRC representative to bring clarity in understanding of spaces, coordinate and implement decisions taken.
- n) After completion of work as built drawings shall be submitted to DMRC.



## 5. Eligibility Criteria

- 5.1. All the conditions given below should be fulfilled by the bidder. In case the applicant/bidder doesn't fulfil any of these conditions, the offer of such applicants shall be considered technically invalid and shall not be considered at all.
- 5.2. The Bidder must have Access Service License/IP Registration Certificate issued from Department of Telecom Govt of India. The Bidder shall enclose copy of Access Service License / IP Registration Certificate issued from Department of Telecom along with its Bid.
- 5.3. **Annual Turnover of the Bidder:** A bidder may offer bids for any one or multiple or all three Schedules as per their qualifications as mentioned below;

Bidders for Schedule- 01 shall have a minimum annual average turnover of Rs. 3.42 cr in last 3 (three) audited financial statements/years [i.e. 2019-20, 2020-21 & 2021-22] i.e. gross turnover of Rs.10.27 Crore in the last three financial years duly certified by its statutory Auditor with stamp and signature.

Bidders for Schedule- 02 shall have a minimum annual average turnover of Rs. 4.02 Crore in last 3 (three) audited financial statements/years [i.e. 2019-20,2020-21 & 2021-22] i.e. gross turnover of Rs. 12.06 Crore in the last three financial years duly certified by its statutory Auditor with stamp and signature.

Bidders for Schedule- 03 shall have a minimum annual average turnover of Rs. 3.21 Crore in last 3 (three) audited financial statements/years [i.e. 2019-20,2020-21 & 2021-22] i.e. gross turnover of Rs. 9.64 Crore in the last three financial years duly certified by its statutory Auditor with stamp and signature.

Further, a minimum annual average turnover of Rs. 10.66 Crore in last 3 (three) audited financial statements/years [i.e. 2019-20, 2020-21 & 2021-22] i.e. gross turnover of Rs. 31.97 Crore in last three financial years shall be required in case bids are submitted for all three Schedules duly certified by its statutory auditor with stamp and signature.

Here, gross turnover shall mean turnover from all sectors(s) of business (es). The bidder shall upload audited financial statements including profit-loss account of above mentioned last three financial years i.e. 2019-20, 2020-21&2021-22 along with certificate from statutory auditor/Chartered Accountant as per Annexure- 8B. In case of JV / consortium each relevant member of the JV consortium shall upload & submit the relevant audited financial statement for the last three financial years as above. In case audited balance sheet of the last financial year is not made available by the bidder, they have to submit an affidavit along with certificate from their statutory auditor/Chartered Accountant certifying that 'The balance sheet for 2021-22 has actually not been audited so far'. In such a case the financial data audited of financial years 2018-19,2019-20 &2020-21 may be submitted, which will be taken into consideration for evaluation. If audited balance sheets of last three preceding years (other than the last financial year) are not submitted, the bid shall be considered as non-responsive and shall not be evaluated. In case of a Bid by a JV/Consortium of firms, following shall be abided by their members:

- (i) For the purpose of evaluation of the JV/consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the JV/consortium. (Illustration: Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV. In such a condition, 70% of 'A's total turnover and 30% of 'B's total turnover will be taken into consideration for evaluation of eligibility of the JV/consortium).
- (ii) The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.



- (iii) Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash interest free Security Deposit/Performance Security and to terminate the License Agreement after 30 days' notice.
- (iv) Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
- (v) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
- (vi) All members of such entity shall be jointly and severally liable for the due performance of License agreement.

5.4. The following entities will be considered to be ineligible to participate in the tender. Bidder/SPV (either as single entity or as a member of JV/Consortium or SPV of JV/consortium/single entity) having any existing lease/license agreement of DMRC property(ies) will be considered ineligible to participate in the bid if as on last date of submission of this tender the lessee/licensee:-

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

5.5. In case the bidder is DMRC's existing lessee / licensee / concessionaire for some other space licensed / leased / concessioner out by DMRC, the bidder is required to submit the details by duly filling up Annexure 8C & 8D. In case the bidder is not an existing lessee / licensee / concessionaire of DMRC, the fact shall be clearly stated in the Annexure-8C& 8D.

If there is any misrepresentation of facts by the bidder in their bid submission, the same will be considered as "fraudulent practice" and the bid submission for such bidders will be summarily rejected and also, further action shall be taken as per the terms of contract or other applicable laws/rules.

5.6. In case of mismatch in financial data in the submitted documents i.e. in statutory auditors'/ Chartered Accountant's certified documents and data in audited balance sheet, the data from the audited balance sheets and Profit & Loss Account shall prevail.

### 6. General Terms for grant of License

- 6.1. The details of pillars at Yellow Line of DMRC networking offer, as per scope of license, for Placement and Operation of telecom equipments for providing Shared Mobile) Coverage up to 5G in three separate schedules as per terms and conditions of this Bid Document are detailed at Annexure-1. **License Fee shall be charged, subject to minimum of 100 pillars**, based on the number of pillars handed over to the Licensee subsequent to issuance of Letter of Acceptance (LOA) and its payments. **The total number of pillars licensed shall be finalised within fitment period.** For pillars beyond this time frame, the same shall be provided on negotiated / market rate, if found feasible, only on sole discretion of DMRC. DMRC is free to market, pillars beyond this time frame on open/limited/single tender/Walk-in basis. The Bidders are having liberty to quote for any schedule or multiple or all of the Schedules or any combination of Schedules as per their eligibility listed out in chapter-5.
- 6.2. Additional Pillars may also be provided based on availability and feasibility at the sole discretion of DMRC. Interest free security deposit/ performance security shall also be updated for the additional area within 15 days from the date of handing over. The successful bidder shall not claim any compensation on account of any variation in handing over of licensed space from that of the mentioned in the annexure-1. The tenure of such addition area/ location shall be co-terminus with the License Agreement.
- 6.3. **Tenure of License Agreement:** The License shall be for a period of Six (6) years, subject to lock-in-period of 02 (two) years, from the date of handing over of first lot of pillars within 10 days from the date of execution of License Agreement after receipt of full payment as stipulated in Letter of Acceptance. License period of the pillars handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.
- 6.4. License period of the Pillars/locations/area handed over subsequently shall be co-terminus with above licensed period irrespective of date of actual handing over of subsequent lot of pillars/locations.
- 6.5. **Commencement of License Fee-**License Fee shall commence immediately after 90 days fitment period from date of handing over of respective lot of pillars, subsequent to issue of Letter of Acceptance (LOA) & execution of the License agreement. The Licensee shall complete its fitment in all respects within the specified fitment period. For any delay in completion of work, DMRC shall not be responsible. In any case, the License fee shall commence immediately after the expiry of the said fitment period. i.e. w.e.f. 91<sup>th</sup> day from the date of handing over of respective site or date of deemed handing over, whichever is earlier.
- 6.6. The License Agreement shall be executed within 60 days after LOA payment and handing over of Pillars /locations. The license agreement shall be required to be registered within 30 days of its execution.
- 6.7. The Licensee shall pay to DMRC, quarterly in advance, all payments requested as per details and rates indicated in the table below-

S/N	Item	Rate
1.	License Fee for Space on Pillar.	Accepted rates Rs. XXXX in per pillar/month quoted by the successful/selected bidder subsequent to bidding process+ GST as applicable from time to time.
2.	License Fee for Space at Station/s for placement of backhaul equipment. Min	Rs 9,501/- per Sqm./ per month + GST.

	chargeable area 4 sqm.	
3	License Fee for Spaces on Cable Tray (Station).	Rs. 1,930/- per station/ per month + GST.
4.	Other Maintenance charges for Space at Station.	Rs. 4,221/- per station/ per month + GST
5.	Electrical Installation Charges including substation lease rent.	Rs 250/KVA/Month+ GST
6.	Usage Charges of Power	As per DISCOM rates and associated deposits and charges as applicable from time to time on back to back basis
7.	Refundable Interest Free Consumption Deposit (Accepted in the form of Bank Guarantee/DD)	Rs 4,500/- Per KVA ( or as per DERC policy applicable from time to time)
8.	One time Electrical supervision Charges per Energy meter.	Rs 10,000/- +GST.

**6.8. The License Fee of Space on Pillar, License Fee for Space at Station/s for placement of backhaul equipments, Cable Tray charges and Maintenance Charges for Space at Station by licensee shall be increased by 20% after completion of every three years of license period on a compounding basis.**

6.9. License Fees and other dues shall be payable quarterly in advance to DMRC, by the last working day of previous running quarter. The re-conciliation of license fee and other dues shall be carried out annually. Based on re-conciliation, the adjustment of license fee payable to DMRC shall be carried out along with Interest free Security Deposited/Performance Security with payment of License Fees of next quarter. However, the first quarterly license fee shall be payable within thirty (30) days from the date of issue of Letter of Acceptance (LOA).

6.10. **Interest Free Security Deposit/ Performance Security-** Selected Bidder shall submit Interest Free Security Deposit / Performance Security to DMRC equivalent to Annual (12 months) License fee applicable for the last year's License Fee of the License Agreement/Contract and based on tendered area/handed over actual no. of pillar subject to minimum 100 pillars to the Licensee. In case of subsequent handing over of additional Pillars licensed to the Licensee, Interest Free Security Deposit/ Performance Security shall be updated as per updated /increased Pillars under possession of Licensee.

6.11. Interest Free Security Deposit/ Performance Security up to Rs 10 Lakhs shall be accepted in the form of DD/PO only in favour of DMRC Ltd. payable at New Delhi. For total value of IFSD more than Rs 10 Lakhs, initial Rs 10 Lakhs of Interest Free Security Deposit/Performance Security shall be paid in the form of DD/PO in favour of DMRC Ltd payable at Delhi/ New Delhi and for remaining amount of Interest Free security Deposit exceeding Rs 10 Lakhs, minimum 50% amount shall be paid in the form of DD/PO (up to a maximum of Rs 50 Lakhs) & balance or 50% amount of interest free security deposit shall be submitted/paid in form of Bank Guarantee/DD/PO as per format attached.

The Interest Free Security Deposit/ Performance Security shall be acceptable in following forms (subject to Clause 6.11 & 6.12):

- a). Demand/Bank Draft/PO in favour of "DMRC Limited", payable at New Delhi from a Scheduled Commercial Bank based in India, or
- b). Irrevocable Bank Guarantee in the prescribed format (Annexure-9.2) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, from/payable at branches located in Delhi. The scheduled commercial bank issuing the Bank guarantee must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the BG will invariably be sent by the Bank guarantee issuing bank to the designated Bank of DMRC through SFMS and only after this, the BG will become operative and acceptable to the DMRC. It is, therefore, in the own interest of the licensee to obtain DMRC Bank IFSC Code, its designated bank and branch and address and advise these particulars to the BG issuing Bank and request them to send advice of the BG through SFMS to the DMRC's designated Bank at present i.e. ICICI Bank Limited, 9A, Phelps Building, Connaught Place, New Delhi - 110001, IFSC Code-ICIC0000007. The Bank Guarantee shall be valid at least for three years and shall be renewed and extended for further period of three years on rolling basis well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and encashed by DMRC without any prior intimation to the licensee. For last year of License Period, the Licensee shall submit the Bank Guarantee valid for remaining License Period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked & en-cashed by DMRC without any prior notice to the Licensee.
- 6.12. The Interest Free Security Deposit/ Performance Security shall remain unchanged for (+/-) 10% variation in area at each location. In case of subsequent handing over of additional area licensed to the licensee, Interest free security Deposit /Performance security- shall be updated/increased as per area under possession of Licensee & shall be paid within 15 days of date of issue of LOA & before handing over of additional Pillars.
- 6.13. In case of joint venture/Consortium, the Interest Free Security Deposit/Performance Security shall be submitted in the name of the 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 their percentage stake in joint venture/Consortium is acceptable.
- 6.14. 'As is where is basis': - The LICENSEE shall be licensed with the said premises, equipment, 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 and they shall not be entitled to any compensation for any additions carried out by them in the licensed premises and the same shall vest in DMRC. The Licensee shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from the licensor, permissions and licenses from the Municipal Corporation, DOT of Govt of India and such other Statutory Authorities at its own cost and expense.
- GST and surcharge thereon, including Property Tax as applicable from time to time, shall be paid by the Licensee. Payment of all statutory taxes, local levies, statutory dues, etc. as and when due and as applicable.
- 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.**
- 6.15. Payment of stamp duty on the license agreement, if any, to be executed in pursuance of this license Bid shall be borne by Licensee.

6.16. **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 daytime to cure the default. In case the licensee fails to remedies the default to the satisfaction of DMRC within the cure period of 30 days, DMRC may terminate the License agreement after the expiry of cure period duly forfeiting the interest free security deposit and any other amount paid by Licensee.



## 7. Submission of Bids by Bidders

- 7.1. No Bidder shall submit more than one Bid for this RFP document. Any bidder can bid for any one or more or for all the Schedules as per their eligibility. Notwithstanding to anything contrary contained in this RFP, the detailed terms specified in the draft License Agreement (Annexure-9) shall have overriding effect; provided that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 7.2. For participation in e-tendering process, the Bidder(s) has to be registered on DMRC's e-tendering portal <https://eprocure.gov.in/eprocure/app>. On registration they will be provided with a User ID and a password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid class-III digital signature. The Bid Document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory. If needed, prospective bidder can be imparted training on "online tendering process".
- 7.3. The Bid should be furnished in the format at Annexure 2-9 clearly providing the details. The bidder shall clearly indicate financial offer in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be valid. The bid documents shall be signed by the Bidder's Authorised Signatory.
- 7.4. Cost of Bid/RFP Document: Bidder(s) are required to deposit and submit a non-refundable cost of Bid Document (as specified in Notice Inviting Bid/Tender) along with its Bid. The cost of Bid Document shall be acceptable online by Customer Payment Portal Link (<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/RTGS, NEFT and IMPS by the specified date and time. The scanned copies of transaction receipt for payment of bid document cost shall be submitted online along with bid. The bid of the bidders who fail to submit the cost of Bid/RFP document online before the prescribed date & time shall summarily rejected.
- 7.5. Bid Security: -
- Bidders are required to deposit/submit refundable Bid Security (as specified in Notice Inviting Bid/Tender) along with their Bid. Bid security/ EMD shall be submitted for each schedule for which bid is offered as applicable & as given with Notice Inviting of Bids (NIT) & Annexure-1. The Bid Security shall be acceptable in the form of online payment through Customer Payment Portal Link (<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/RTGS/NEFT/IMPS only & no other mode of payment will be accepted. DMRC's authorized bank name and Current Account No. to which above payments are to be made is – Union Bank of India, F-14/15, Connaught Place, New Delhi-110001, IFSC code - UBIN0530786, A/c No. - 307801110050003.
  - Bidders are required to deposit/submit Annexure 4(a) for refund of Tender Security, as/if the same has been submitted in the form of RTGS/NEFT/IMPS.
  - The scanned copies of transaction receipt for payment of Bid Security/EMD shall be submitted/ uploaded online at the time bid submission. Bidders, who fail to submit the Bid Security online before the prescribed time and date, shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from bid due date.
  - The Bid Security of unsuccessful Bidders shall be refunded after acceptance and signing of LOA by successful bidder, without considering any interest thereon. The Bid



Security of the Selected Bidder shall be adjusted against the Interest Free Security Deposit/Performance Security.

- e). If the Selected Bidder withdraws/ alters their Bid at any stage, their Bid Security shall be forfeited by DMRC.

7.6. DMRC has adopted single stage two packets Bidding Process for selection of a suitable highest Bidder for granting of License. The bid shall be submitted online by the bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this document. The Financial Bid shall include the financial offer of the Bidder in the manner as prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same due date as mentioned in the Bid Document. The offer of Bidder, who does not fulfil the technical Eligibility criteria, shall be summarily rejected.

7.7. **Technical Bid:** The Bidder shall upload scanned copies of, subject to minimum of following documents in Technical Bid. In case any or all of the provisions mentioned above are not applicable, Bidder should give a declaration to that effect. Non submission will not be considered as exemption.

- a). Cost of RFP Document and Bid Security Amount deposit slip along with details of bid station(s)/location(s) for which bid has been submitted.
- b). Documents as per Eligibility Criterion: Copies of (duly audited and certified by its statutory auditor) Profit and Loss Account, Balance Sheet, Annual Report, etc.,
- c). Annexure-2 and Annexure-3: On official letter head of company duly signed and stamped on each page by authorized representative as unconditional acceptance of terms and conditions given thereof.
- d). Annexure-4- **Details of the Bidder**, 4A, Annexure-5 **Power of Attorney of bidder**& Annexure 7A. **is for "Not being banned"**
- e). In case of JV/Consortium, Annexure-6 **Consortium Agreement/memorandum of Understanding (duly stamped)**, Annexure-7 Affidavit and Annexure-8 **undertaking for Responsibility (for consortium)**,
- f). Annexure 7 Affidavit is also to be submitted by all bidders.
- g). Annexure-8A- Undertaking for downloading Tender document.
- h). Self-attested copies of the PAN Card and GST Registration Certificate (of lead member in case of JV/Consortium).
- i). Annexure - 8B - Certificate of statutory auditor/ Chartered Accountant.
- j). Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate and copy of partnership deed in case of the Partnership Firm.
- k). Copy of complete request for proposal (RFP) RFP document including Draft License agreement (Annexure-9),(replies for pre-bid queries, if any) & addendum/ corrigendum (if any) duly signed & stamped on each page by authorised representative of Bidders as acceptance of terms and conditions given thereof.
- l). Documentary evidence authenticating that Bidder is registered with department of telecommunication, Govt of India as authorised infrastructure provider in IP-1 category.
- m). Copies of (duly audited and certified by a statutory auditor) profit and loss account/balance sheet of sole proprietor concern or a partnership firm or a company



& of all members in case of JV/consortium, Annual report in case of a company as per the companies act.

- n). Undertaking for no dues as per Annexure 8C: Licensee has to give undertaking that as on last date of submission of this tender, no dues are pending on our account for more than 90 days with DMRC, either as a single entity or as a member of JV/consortium or SPV of JV/consortium/single entity. The bidder has to submit Undertaking for Occupancy of DMRC Property as per as per Annexure-8D.
  - o). The bidders shall submit the undertaking for responsibility for bidders as per annexure- 8 (e) of this tender document.
  - p). In case, any or all of the provisions mentioned above are not applicable, the bidder should give a NIL statement/declaration to that effect. Non submission will not be considered as exemption.
  - q). The Bidder shall enclose with its Bid an undertaking stating/providing that all the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors have been submitted.
- 7.8. Financial Bid: - The Bidder shall quote the Bid Variable as rate of "License Fee per Pillar/month in the Financial Bid/BOQ. Please read carefully Evaluation of Bids" section of this RFP Document before quoting Bid Variable. The financial bid shall be filled in the Bill of Quantity (BOQ) format available on <https://eprocure.gov.in/eprocure/app>.
- 7.9. The documents including this Bid Document and all attached documents, provided by DMRC shall remain properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and DMRC shall not return to the Bidders any Bid, document or any information provided along therewith.
- 7.10. 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.
- 7.11. Site visit and verification of information: Bidders are encouraged to submit their respective Bids after visiting DMRC premises and ascertaining themselves with the site conditions, traffic, location, surroundings, climate, access to station / site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- 7.12. Pre-Bid Conference: - The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Bid/Tender. During course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. 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 shall be uploaded on website. Please note that individual communication shall not be issued to any participant.
- 7.13. It shall be deemed that by submitting a Bid, the Bidder has:
- a). made a complete and careful examination of the bidding documents;
  - 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 RFP document;
  - d). satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, 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/ profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
  - f). acknowledged that it does not have a Conflict of Interest; and
  - g). Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 7.14. 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 RFP or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.
- 7.15. Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of DMRC there under.
- 7.16. Amendment of Bid Document/RFP-
- a). At any time prior to the Bid Due Date, DMRC may, for any reason, modify the Bid Document by the issuance of Addenda / Corrigenda.
  - b). Any Addendum / Corrigendum issued hereunder shall be uploaded on <https://eprocure.gov.in/eprocure/app>.
  - c). 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 Bid Due Date.
  - d). The Bidders are requested to get in touch with <https://eprocure.gov.in/eprocure/app> for all updates on the Bid Document such as addendums, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.

**7.17. Preparation and Submission of Bids**

- a) Format and Signing of Bid: The Bidder shall provide all the information sought under this Bid Document as per the format.
- b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initiated by the person(s) signing the Bid.
- c) The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) in electronic format only with digital signatures and after uploading the mandatory scanned

documents towards cost of Bid Document and other documents as required in the Bid Document. The cost of Bid Document and Bid security must be submitted online by Customer Payment Portal Link (<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/RTGS, NEFT and IMPS as per stipulated date & time (Notice Inviting of Bids).

- d) The Bidder has to produce the original documents as and when required by DMRC. The failure of the Bidder to furnish the said original documents will entail summarily rejection of their Bid.
- e) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
- f) The Bidders should carefully note the following instructions:
  - 1) The Bidders should ensure that the complete RFP Document has been downloaded.
  - 2) The printout of Bid/RFP Documents should be taken on an "A4" size good quality paper. The printout should be same as available on website. The print should be legible and indelible.
  - 3) In case of any correction/addition/alteration/omission in the Bid/RFP Document, as made available by DMRC, observed at any stage, the Bid shall be treated as non-responsive and shall be rejected out-rightly.

7.18. Bid Submission Date: The Bids shall be received electronically only through the website <https://eprocure.gov.in/eprocure/app>. No Bids will be accepted in physical form and in case it has been submitted in physical form it shall be rejected summarily. Bids should be submitted before due date provided in the manner and form as detailed in this Bid/RFP document. DMRC will not be responsible for any delay in online submission of the Bids due to any reason whatsoever. Any bid application received after due date and time as prescribed in Bid/RFP document shall be summarily rejected.

7.19. Notwithstanding anything contained in this Bid document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.

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

7.21. **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 Organization (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 bidder should submit undertaking to this effect in Annexure 7A of the tender document.

(ii) Also no contract of the tenderer/bidder 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 7A 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 be at liberty to and have full rights to cancel the allotment of license for installation of telecom equipments in DMRC network and forfeit the Interest Free Security Deposit (IFSD) after adjusting any dues payable by the successful bidder/licensee. The bidder should submit undertaking for the above as per Annexure-7A.



## 8. Evaluation of Bids

### 8.1. Bid Opening:

- a). The Technical Package of all bidders who have submitted a valid bid security and cost of RFP document shall be opened on stipulated date and time at e-tendering web portal <https://eprocure.gov.in/eprocure/app>. Bidders may visit web-site <https://eprocure.gov.in/eprocure/appto> to know latest Technical Opening information after completion of opening process. If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the DMRC, the next official working day shall be deemed as the date of opening of Technical Bid. The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.
- b). On opening of the Bid, DMRC will first check the cost of Bid/tender Document and Bid Security submitted through online mode by cross verifying with the details submitted/uploaded online.
- c). If the documents do not meet the requirements of the DMRC, a note will be recorded accordingly by the Bid Opening Authority.
- d). The digitally signed financial bid which bidders have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial bid of only those bidders whose submissions are found substantially responsive and fulfil technical and financial eligibility criteria and are compliant to the RFP conditions will be opened. The time of opening of financial bid shall be informed through website only. Bidders can visit to website <https://eprocure.gov.in/eprocure/app> for further information.

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

### 8.3. Selection of Bidder who qualifies the Eligibility Criteria:

- a). A bidder has to quote Licensee Fee per pillar/month for any one or multiple or all three Schedules identified at Annexure 1. The technically eligible Bidder, who quotes the highest rate of License Fee per pillar/month, shall be treated as the highest bidder (H1) for particular schedule. The Bid of only technically eligible highest Bidder (H1) and second highest Bidder (H2) shall be considered for further evaluation of Bid by DMRC for particular schedule. In case the bids of more than two bidders are Equal and are the highest bid for a pillar, then the bidder having the highest turnover in last 3 financial years will be selected for awarding of the particular license for schedule.
- b). If H1 bid for pillars less than the total available pillars, the remaining pillars can be offered to second highest Bidder (H2), if H2 Bidder matches the rate of H1.
- c). The highest Bidder (H1) shall have priority to finalise or freeze its pillars over the second highest Bidder (H2). H2 shall finalise their pillars from the remaining left over pillars. If H2 Bidder applies for more than 100 pillars and gets less than 100 pillars due to non-availability of inventory, the License Fee shall be charged for actually handed over pillars.
- d). After selection, Letter of Acceptance (the "LOA") shall be issued, in duplicate, by DMRC to the Selected Bidder(s) and the Selected Bidder(s) shall, within 10 (ten) days of the date of issuance of the LOA, sign and return the duplicate copy of the LOA in token of unconditional acceptance and acknowledgement of LOA. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, appropriate and forfeit the Bid Security and other payments made to DMRC,

of/by such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA and also cancel the LOA.

- e). Successful Bidder is required to pay required Interest Free Security Deposit/ Performance Security within thirty days (30) of date of issue of Letter of Acceptance without consideration of any interest. In case, the bidder fails to submit Interest Free Security Deposit/Performance Security within 30 days from date of issuance of LOA, it may also be submitted within an extended period of 30 days i.e. within 60 days of date of issue of LOA along with interest payable to DMRC for the delayed payment as follows:

Days from date of issue of LOA	Rate of penal Interest
Up to 30 days (excluding the date of issue of LOA)	Nil
a) Delay up to 15 days i.e. 31 <sup>st</sup> day to 45 <sup>th</sup> day	18% per annum
b) Delay beyond 15 days i.e. 46 <sup>st</sup> day to 60 <sup>th</sup> day	24% per annum

GST will be charged extra on the above amount of Interest. The penal interest shall be charged for the entire period from the date of issue of LOA & on the balance amount remaining unpaid as per the LOA. The amount of penal interest shall be paid in the form of Customer Payment Portal Link ([https://services.billdesk.com/MercOnline/web/delhimetro/pay\)/DD/PO/RTGS/NEFT](https://services.billdesk.com/MercOnline/web/delhimetro/pay)/DD/PO/RTGS/NEFT) in favour of DMRC Ltd.

After 60 days of date of issuance of LOA, if the Bidder fails to comply with the LOA terms & conditions and/or submit the required LOA payment, the LOA may stand cancelled and Earnest Money/ Bid Security and any other amount submitted shall be forfeited in favour of "DMRC Ltd". No further request for extension in making payment of LOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account. The failed bidder shall be debarred not only from participating in re-tender for that work but also in any other tender of DMRC for a period of one year from date of issue of letter of annulment of LOA

- d). **Evaluation of bids will be done Schedule-wise and the bidders quoting the highest bid (H1) and second highest Bid (H2) (rate/Per Pillar /per month) will be considered as H1 and H2 bidders for that particular schedule.**

- 8.4. After acknowledgement of the LOA and payment of dues in accordance with LOA, the Selected Bidder shall execute the single License Agreement for all schedules awarded/allotted under this tender within the period prescribed in RFP document i.e. within 30 days of receipt of full LOA payment. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

S/N	Stages of Activity	Time Period
1	Submission of Interest Free Performance Guarantee & Security Deposit to DMRC by the Selected Bidder	Within 30 days of issue of Letter of Acceptance.
2	Pillars to be handed over to Selected Bidder	Within 10 days of the date of execution of License Agreement and after receipt of full payments in accordance with LOA.

3	Duration of License Period	6 (Six) years from date of first handing over of the first station/Location subject to Lock-in period of 2 years.
4	Signing of License Agreement	Bidder shall execute the License Agreement for all the sites awarded under this tender within 30 days of receipt of full LOA payments.
5	Commencement of License Fee	Fitment period (90 days) shall commence from date of handing over of the pillars. The License Fee shall commence immediately after the expiry of fitment period.
6	Payment of FIRST QUARTERLY Advance License Fee to DMRC by Licensee.	Within 30 days of date of issuance of LOA
7.	Registration of License Agreement	The registration of license agreement shall be done within 30 days of signing of the License 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 30days 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 the licensee fails to remedies the default to the satisfaction of DMRC within the cure period of 30 days, DMRC may terminate the License agreement after the expiry of cure period duly forfeiting the interest free security deposit and any other amount paid by Licensee.



## 9. Instructions for Online Bid Submission:

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

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

### 9.3. REGISTRATION

- a). Bidders are required to enrol on the e-Procurement module of the CPP Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrolment**" on the CPP Portal which is free of charge.
- b). As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c). Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d). Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e). Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### 9.2. SEARCHING FOR TENDER DOCUMENTS:

- a). There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b). Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedule. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c). The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### 9.3. PREPARATION OF BIDS

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

### 9.4. SUBMISSION OF BIDS

- a). Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b). The bidder has to digitally sign and upload the required bid documents one by one, as indicated in the tender document.
- c). The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) in electronic format only with digital signatures and after uploading the mandatory scanned documents towards costs of Tender Document, tender security/EMD and other documents as required in the tender Document. The cost of Tender Document must be submitted with DMRC in form of Customer Payment Portal Link (<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/RTGS/NEFT/IMPS as per the stipulated date & time in Notice Inviting Tender (NIT).
- d). Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- e). The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f). All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the Secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g). The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h). Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i). The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

9.7. **ASSISTANCE TO BIDDERS**

- a). Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b). Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

### 10. Miscellaneous

- 10.0. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Even in such cases where DMRC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.
- 10.1. During License period, all disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in Article-19: Dispute Resolution of the Draft License Agreement (Annexure-9) after signing the License Agreement.
- 10.2. 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 Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b). consult with any Bidder in order to receive clarification or further information;
  - c). retain any information and/ or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - d). Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 10.3. 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 Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 10.4. In case of mismatch in financial data in the submitted documents i.e. in statutory auditor's certified documents and data in audited balance sheet, Profit & Loss account etc, the data from the audited balance sheets, Profit & Loss account etc. shall prevail.

### 11. Banning Policy

After opening of financial bids of H-1 and H-2; In case of any concealment or misrepresentation of facts, appropriate action(s), in accordance with tender conditions and "Suspension/Banning Policy, August 2019" of DMRC, shall be taken. The copy of "Suspension/Banning Policy, August 2019" of DMRC can be downloaded from tender section of DMRC website

i.e. <https://www.delhimetrorail.com/pages/en/general-conditions-of-contract-miscellaneous>



## ANNEXURE 1

## Proposed Schedules

Schedule	Line	Name of Metro Sections/Locations	Tentative No. Of Pillars subject to minimum 100 pillars chargeable	EMD (in Rs.)
1	Line-2 Yellow Line	Guru Tegh Bahadur Nagar Ramp to Samay Pur Badli Dead End- Depot Ramp	255	12,48,000/-
2	Line-2 Yellow Line	Saket Ramp to Arjan Garh-Guru Dhronacharya	301	13,38,000/-
3	Line-2 Yellow Line	Arjan Garh-Guru Dhronacharya to Huda City Centre-Terminal(A-B)	239	12,17,000/-
<b>Total No. of tentative Pillars offered in This Tender</b>			<b>795</b>	<b>38,03,000/-</b>

**Note:** Pillars/spaces indicated above are purely tentative and approximate. Pillars/spaces shall be finalised/measured at the time of Handing over of Pillars/spaces. However, the payment of License fee will be adjusted on pro-rata basis as per the actual Pillars/spaces allotted & handed over. However, Licensee shall be charged on the actual Pillars/spaces handed over, subject to a minimum of 100 pillars. In case of non-availability of 100 pillars in a particular schedule or multiple/all schedules as case may be, on pro-rata basis of actual number of pillars handed over. Interest free Security Deposit will not be readjusted if the variation in Pillars/spaces handed over is up to (+/-) 10% per Schedule else security deposit will be readjusted according to the actual Pillars/spaces handed over.

Pillars /Spaces/locations offered on license basis are 'as is where is basis'

**Annexure-2**

**Letter comprising the Bid**

(On Official letterhead of the Bidder)

No:

Dated:

To,

Executive Director /Property Business,  
3<sup>rd</sup> Floor, A Wing, Metro Bhawan,  
Fire Brigade Lane, Barakhamba Road,  
New Delhi-110001.

Sub: Bid Licensing of Spaces on Pillars of Line-2 (yellow line) for Placement and Operation of Light Weight Telecom Equipments/ telecom equipments for Providing Shared Mobile (Cellular) Coverage up to 5G in three separate schedules (as given in Annexure-1 of Bid/RFP Document).

Dear Sir,

With reference to your RFP Document Number -----, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for on Licensing of Space for installation of telecom equipments for provision & enhancement of Mobile (Cellular) Network. 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 Bidding Documents, 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 RFP 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 RFP document, in respect of any tender or request for proposal issued 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 RFP, 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.
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 RFP document.
6. I/ We acknowledge and undertake that I/We fulfil the Eligibility Criteria. I/We have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed in RFP document.
7. 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 and the terms and implementation thereof.
8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

9. I/ We have studied all the Bidding Documents carefully and also surveyed the DMRC stations. 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.
10. I/ We offer Undertaking for tender/Bid Security declaration as per annexure 4(a) to DMRC in accordance with the RFP Document. The documents accompanying the Bid, as specified in RFP, have been submitted in a separate envelope.
11. 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 license as mentioned in above subject is not awarded to me/us or our Bid is not opened or rejected.
12. The Financial Offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft License Agreement (Annexure-9), addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
13. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
14. 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.
15. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
16. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
17. I / We declare that the submitted RFP documents are same as available on [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). I / We have not made any modification / corrections / additions etc. in the RFP Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the RFP Documents. In case at any stage, it is found that there is any difference in the downloaded RFP Documents from the original RFP Documents available at [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC), 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 RFP document.

Yours

Date: (Signature, name and designation of the Authorised

signatory)

Place:

Name and seal of Bidder



**Tender Acceptance Letter**

**(To be given on Company Letter Head)**

**Date:**

To,

GM (Property Business),  
3rdFloor, A Wing, Metro Bhawan,  
Fire Brigade Lane, Barakhamba Road,  
New Delhi-110001.

**Sub: Acceptance of Terms & Conditions of Tender.**

Tender Reference No: \_\_\_\_\_

Name of Tender /RFP: \_\_\_\_\_

Dear Sir,

- 1) I/ We here by confirm that, we have downloaded / read the complete set of tender documents /addendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://eproure.gov.in/eprocure/app>.
- 2) I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3) The corrigendum(s) or addendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
- 4) I / We hereby unconditionally accept the tender conditions of abovementioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5) I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.As on date of Tender submission (i) DMRC/MOUD/Delhi-Govt. has not banned business with us or (ii) Any Central/state Government department/PSU/Other Government entity or local body have not banned business with us which is applicable to all ministries (approved by the committee of economic secretaries, Ministry of Commerce).
- 6) I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the appropriate action as per RFP.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Annexure-4**

**Details of the Bidder**

1. (a) Name :
- (b) Country of incorporation :
- (c) Address of the corporate headquarters :
- (d) Address of registered office in India :  
(in case of foreign Companies)
  
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 :
  
3. In case of JV/ Consortium:
  - a. The information above (1 &2) shall be provided for all the members of the JV.
  - b. Information regarding role of each member:

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

Signed.....  
 (Name of the Authorised Signatory)  
 For and on behalf of  
 (Name of the Bidder)  
 Designation  
 Place:  
 Date:

**Annexure-4(a)**

**Details of Bank Account for refund of Tender Security/EMD**

**(Applicable if EMD/Tender Security deposited through RTGS/NEFT/IMPS)**

1. Name of the firm/Bidder :
2. Complete Address :
3. Name of the Bank :
4. Branch :
5. Address of the Bank Branch :
6. Name of the account holder in bank :
7. Account Type :
8. Account Number :
9. IFS code of the bank Branch :
10. Whether a copy of cancelled cheque of the bidder/Firm submitted: Yes or No (Please tick)

**(A copy of cancelled cheque to be enclosed)**

Signature of the Authorized person of the Bidder with seal & date

**Notes:-**

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

**Power of Attorney of Bidder (Duly Notarized)**

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: -

- 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 executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

\*\*It should be on non-judicial stamp paper of Rs.100/- at least 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 Understanding**

(Duly stamped on non judicial stamp paper & duly notarized.)

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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, 2013 and having its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 2013 and having its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the third PART]

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Bids for the Licensing of \_\_\_\_\_ 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 themselves.

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.

AND WHEREAS it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

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 \_\_\_\_\_ 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 license, 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 fulfils the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for \_\_\_\_\_.
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. The Consortium further authorizes the Lead Member to represent the Consortium for all correspondence and communications with the DMRC and any notice or communication served upon the Lead Member shall be deemed to be notice or communication to the Consortium.
6. That the share holding of the members of the Consortium for this specified purpose shall be as follows:
  - (i) The Lead Member shall have \_\_\_\_\_ per cent (\_\_\_\_%) of share holding with reference to the Consortium for this specified license agreement.
  - (ii) The Participant Member shall have \_\_\_\_\_ (\_\_\_\_%) of share holding with reference to the Consortium for this specified license agreement.
7. 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.
8. 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.
9. 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.(_____)	2.(_____)	3.(_____)
Authorized Signatory	Authorized Signatory	Authorized Signatory
(_____)	(_____)	(_____)

For (Name of company)  
company)

For (Name of company)

For (Name of

*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.





**Affidavit**

(Duly notarised) –To be submitted by every bidder.

**(To be given separately by each consortium member of the Bidder on Stamp Paper of Rs. 10)**

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 :

- 1.0. 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.
- 2.0. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Request For Proposal ('RFP') for licensing of \_\_\_\_\_ 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.
- 3.0. I say that, we hereby also authorise 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.
- 4.0. 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.
- 5.0. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
- 6.0. I state that all the terms and conditions of the Request for Proposal (RFP) 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.....,2023.

DEPONENT

(On Non judicial stamp paper of Rs 100/-) - Duly notarised

**UNDERTAKING FOR NOT BEING BANNED FROM BUSINESS**

**(As per clause No. 2.4(h)Viii/7.21 of Tender Document)**

**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 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.

**Annexure-8**

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

**Undertaking for Responsibility**

\_\_\_\_\_ as a lead member of the consortium of \_\_\_\_\_ companies - namely \_\_\_\_\_ (Complete name with address) jointly & severally undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing of \_\_\_\_\_:-

1. That, we solely undertake that \_\_\_\_\_ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to \_\_\_\_\_ with DMRC.
2. That, all consortium members are jointly or severally responsible for all commitments / liabilities/ dues etc to DMRC.
3. That, we further confirm that, the stake holding of lead member- \_\_\_\_\_ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties during the initial lock-in period of license agreement.
4. We also confirm that our consortium was made on Dt. \_\_\_\_\_, for seeking licensing rights of \_\_\_\_\_ and in support of which a copy of our Board Resolution is attached with this Undertaking.

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

Witness 1. \_\_\_\_\_ 2. \_\_\_\_\_

**Undertaking for downloaded tender document**

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

Company name.....

Name.....

Signature.....

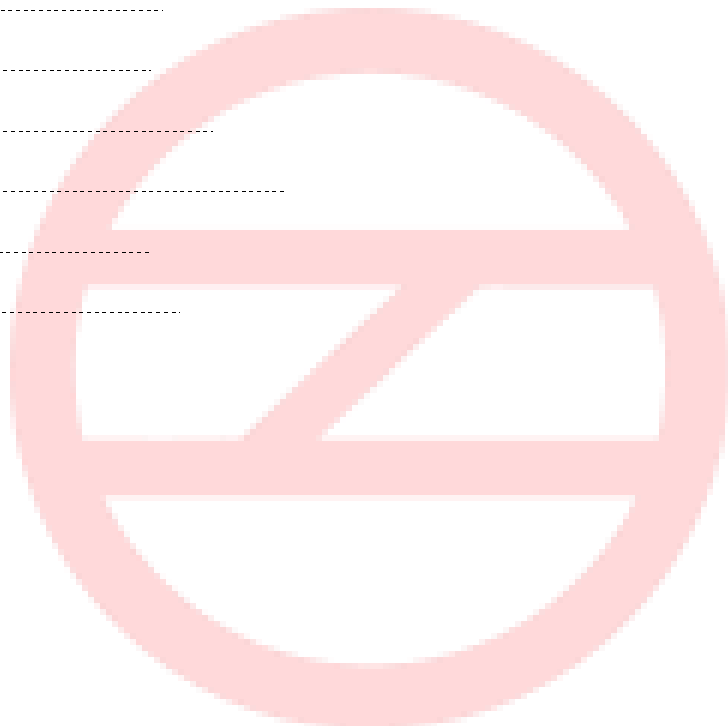
Date.....

Postal Address.....

E-Mail ID.....

Phone.....

Fax.....



**Annexure-8B**

**Certificate of statutory Auditor/ Chartered accountant with regard to Eligibility of the bidder**

**(on the Letter head of the Statutory Auditors/ Chartered accountant )**

We have verified the relevant statutory and other records of M/s.....(Name of Bidder),and certify that the cumulative turnover of M/s.....(Name of the applicant) from the all business in the last 3 (three) completed financial years is Rs.....

Year wise details of Average Annual Turnover from all business are, as under:

Name of Bidder or Member of JV	Turn over		
	2019-20	2020-21	2021-22
Name of Bidder or Member(1) of JV			
Name of Bidder or Member(2) of JV			
Name of Bidder or Member(3) of JV			
<b>Total</b>			

**Name & address of applicant's Statutory Auditor**

**Signature and seal of the Statutory**

**Auditors clearly indicating his/her membership numbers**

**Note:** (1) Turnover as brought out in the audited annual financial result annual financial result is to be indicated in the above table and certified by the statutory auditor of the applicants.

(2) Average annual turnover from all sectors of business for each member of JV shall be indicated separately without considering of ratio of participation in the current tender.

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

**Annexure – 8C**

**(Undertaking as per Clause 5.5 of Tender Document)**

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

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

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

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

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

**Stamp & Signature of Authorized signatory of Bidder**

**Annexure – 8D**

**(Undertaking as per Clause 5.5 of eligibility criteria of Tender Document)**

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

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).

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

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

- a. There is no outstanding delay in vacation of the licensed / leased space / premises within the grace period (if provided) after completion of the tenure of the lease / pre-mature terminated/surrender.
- b. There is no outstanding delay, on our account, in taking over the space / premises licensed /Leased to us.
- c. There is no outstanding issue of encroachment on the common areas / circulating areas or any other space which is not licensed / Leased to us.
- d. We have opened the Escrow account for the license / lease agreement(s) of DMRC in which there is a provision of opening of Escrow account.
- e. We are ensuring that sub-lessees are making all the payments whatsoever through escrow account and remits all DMRC dues through said Escrow account, if Escrow Account is opened.

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

\*Strike over whichever is not applicable.

**Stamp& Signature of Authorized/signatory of Bidder**



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 & severely undertake the responsibility in regards to the license agreement with DMRC in respect of licensed space for telecom equipments on metro pillars:

1. That, I/we solely undertake that I/we \_\_\_\_\_ (Name of the bidder) shall conduct all transaction/ correspondence and any other activity in connection with License agreement pertaining to Licensed space at \_\_\_\_\_ metro station with DMRC.
2. That, I/we are solely or severely responsible for all commitments/liabilities/dues etc. to DMRC Ltd. in respect of this allotment of Licensed space for telecom equipments on metro pillars in Schedule No.- \_\_\_\_\_.

(Bidders to sign on undertaking)

\_\_\_\_\_



**DRAFT LICENSE AGREEMENT**

(License Agreement No. 2023/Telecom/BTS/ ..... )

THIS AGREEMENT entered into at Delhi on this the \_\_\_ day of \_\_\_XX' 2023, between Delhi Metro Rail Corporation Limited (DMRC) incorporated under the companies act, 1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, hereinafter referred to as the 'Licensor' (which expression shall unless repugnant to the context or meaning thereof and include its successors and assigns) of the First Party

**AND**

M/s -----, a Company incorporated under the provisions of Companies Act,1956/2013 and having its Registered office at -----, hereinafter referred to as the 'Licensee' through its duly authorised signatory ----- which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second Party **WHEREAS**

- a) DMRC is engaged in the business of constructing, operating & maintaining of a Mass Rapid Transport Network. DMRC, with a view to augment its revenues through non-operating revenue, had invited Request for Proposal (RFP) from the eligible parties, for Licensing of Spaces on Pillars of Line-2 (yellow line) for Licensing of space on pillars of Line-2 (yellow line) for Placement and Operation of telecom equipments for providing Mobile Coverage up to 5G in three separate schedules as given in Annexure-9.1. Based on fulfilment of eligibility criteria as laid down in RFP document and after consideration of the bid application form & offers received, M/s..... has been selected as the successful bidder, on sharing basis with their associate companies, for granting space on license basis on "as is where is basis", hereinafter referred to as 'Premises', for the purpose of Placement and Operation of Light Weight Telecom Equipments for Providing Shared Mobile (Cellular) Coverage up to 5G at metro pillars of Line-02 on DMRC network as detailed at Annexure-9.1 through Schedule-wise open bidding process. Maximum five operators shall be allowed as per this RFP Document to carry out the Permitted Activity within Licensed Premises. The Selected Bidder shall obtain prior permission from DMRC to include/exclude any service provider. Inclusion of additional telecom operator, above limit of 5 (five), shall increase the License Fee by 20% for each new telecom operator. Additional space at station for increase in telecom operator may be provided on pro-rata basis as per availability and feasibility. The Licensee shall endeavour to have tie-ups with mobile service providers for the authority to receive their signals and propagate them. Further, the agreement between Licensee and the operators shall cease in case of termination of License Agreement entered between Licensee and DMRC.
- b) Based on Terms and Conditions of RFP and after due inspection and verification of the Plot, Building and Said Premises and understanding all the Terms and Conditions of this Agreement and other documents relating to the competency and all other relevant records, the Licensee is satisfied in all respects with regards to the right and authority of the Licensor to enter into this Agreement.
- c) The selected bidder shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligations to enter into the License Agreement, pursuant to the issue & acceptance of LOA for undertaking the License.
- d) DMRC has agreed to provide to the LICENSEE a portion of its premises(pre identified by DMRC) on "as is where is basis", herein after referred to as the Premises, on payment of License Fee and other charges + GST to DMRC on the terms and conditions hereunder contained in this License Agreement.
- e) The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the telecommunication equipments at the premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics, and safety & security concerns.

**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, namely:

- I. Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_.
- II. Request for Proposal (RFP) including DLA, its Addendums & Corrigendum and replies to Pre-Bid Queries, if any.
- III. Any other document issued by / of DMRC forming part of the Bidding Process
- IV. MOU between second and third parties / Joint venture Agreement (if applicable).

B. The Licensee hereby covenants as follows:-

- I. Licensee hereby assumes responsibility for Placement and Operation for providing Mobile Coverage up to 5G in three separate schedules as per Annexure-9.1. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain telecommunication equipments at the said premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics and safety & security concerns.
- II. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from DMRC in this regard.
- III. The Licensee confirms having examined the potential locations at the metro pillars on Line-2 (Yellow line) in detail and fully understands and comprehends the technical requirements for Placement and Operation of telecom equipments for providing Mobile Coverage up to 5G in three separate schedules of Mobile Signals. The Licensee also confirms full satisfaction as to the business viability of licensing premises at the Metro Pillars/locations 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.
- IV. Licensee shall also adhere to-
  - a) Procedure of DMRC regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-9.5.
  - b) Fire retardant Material for renovation/ refurbish of premises as per Specification at Annexure-9.4
- V. That DMRC and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

.....-.....-2023

....-...- 2023

(.....)

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

## 1. Definitions-

- 1.1. "Agreement" means the License Agreement to be executed between DMRC and the Selected Bidder.
- 1.2. "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 includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- 1.3. Bid" means the documents in their entirety comprised in the Bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the Bid submitted by the successful Bidder (Licensee) in response to the Tender Notice in accordance with the provisions thereof. The words "Bid" and "Tender" are used synonymously.
- 1.4. "Bidder" means any eligible party, who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or Consortium, etc. who is submitting its Bid pursuant to Bid/RFP Document.
- 1.5. "Bid Security" means the refundable amount to be submitted by the Bidder along with RFP documents to DMRC.
- 1.6. "Commencement Date" means the date of commencement of License Agreement as defined in RFP document.
- 1.7. "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 Performance Security.
- 1.8. "DMRC" means Delhi Metro Rail Corporation Limited.
- 1.9. "Fit-out Period" or "Fitment Period" means the period for carrying out fit out activities in order to operationalise the Licensed Spaces.
- 1.10. "Interest Free Security Deposit / Performance Security" means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as security against performance of License Agreement.
- 1.11. "License" means the grant of License by DMRC to the licensee to utilize the premises solely for the purpose of Providing Mobile (Cellular) Network by Placement and Operation of Telecommunication Equipments, under terms and conditions of this Agreement.
- 1.12. "Licensee" means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- 1.13. "License Fee" means the amount payable by the Licensee to DMRC for licensed spaces or premises as per terms and conditions of the License Agreement along with other payable charges and any kind of Central or State Taxes, GST, local levies, statutory dues, etc. as per prevalent law.
- 1.14. "License Period" means a period of Six (6) years starting from the date of commencement as specified in RFP document.
- 1.15. "Permitted Activity" means the activity of Placement and Operation of Telecommunication Equipment on pillar for Providing Shared Mobile (Cellular) Coverage up to 5G on DMRC network.

- 1.16. "Premises" means the bare space, offered at various selected metro stations on "as is where is basis", solely for the purpose of installation of telecom equipments for provision & enhancement of Mobile (Cellular) Network.
- 1.17. "Selected Bidder" means the bidder who has been selected by DMRC, pursuant to the bidding process for award of License.

## 2. Objective and Scope

- 2.1. Objectives of License Agreement: Objectives of License Agreement are set herewith:

Licensing of space on pillars of Line-2 (yellow line) for Placement and Operation of telecom equipments for providing shared Mobile Coverage up to 5G in three separate schedules (as per Annexure 9.1). The licensee consequent to the bidding process has been allotted the selected sites/locations/ Pillars as detailed in Annexure 9.1 for installation of telecom equipments on metro pillars for provision & enhancement of Mobile (Cellular) Network as per terms and conditions of the License Agreement.

- a). To augment non-operational revenue of DMRC through Licensing of Space.
- b). To provide mobile coverage at metro premises & its periphery.

- 2.2. Scope-

- a) In elevated section of DMRC, the stations and viaduct are raised on pillars. The viaduct is supported on single pillar located in median of road having average cross-sectional area of 4-5 Sqm. It may be square, circular or oval in shape. The surface may be smooth or corrugated. The bottom of viaduct indicating road clearance is 5.5m to 6.5m at road crossing. If it is an over bridge crossing road, this clearance may be 15m to 18m. In some sections, the viaduct is supported on two columns.
- b) Yellow Line (Line-02) is 49.02 Kms long network comprising of 37 (thirty seven) metro stations. Out of 16 stations are elevated from Samaypur Badli to Guru Tegh Bahadur Nagar Ramp and Saket Ramp to Huda City Centre consisting of 795 pillars. The spaces on metro pillars of Yellow Line (Line-02) are hereby offered for Placement and Operation of telecom equipments for providing Mobile Coverage up to 5G in three separate schedules of DMRC Network (Annexure-1 of Bid/RFP Document).
- c) The Selected Bidder(s) shall be licensed with the offered spaces pursuant to the schedule-wise bidding process, according to their bid, Placement and Operation of telecom equipments for providing Mobile Coverage up to 5G in three separate schedules (Annexure-1 of Bid/RFP Document) as per terms and conditions of this Bid Document, hereinafter referred to as "**Permitted Activity**", subject to the terms and conditions specified in the Bid Document/Draft License Agreement and the guidelines stipulated herein in relation to the Permitted Activity: at the sites/locations/ Pillars with tentative tendered area as detailed in Annexure-1.
- d) The Licensed sites/Locations/ Pillars shall exclusively belong to the DMRC, without creating any right, title or interest of whatsoever nature in the said premises in favour of the LICENSEE.
- e) Maximum five operators shall be allowed as per this RFP Document to carry out the Permitted Activity within Licensed Premises. The Selected Bidder shall obtain prior permission from DMRC to include/exclude any service provider. Inclusion of additional telecom operator, above limit of 5 (five), shall increase the License Fee by 20% for each new telecom operator. Additional space at station for increase in telecom operator may be provided on pro-rata basis as per availability and feasibility. The Licensee shall endeavour to have tie-ups with mobile service providers for the authority to receive their signals and propagate them. Further, the agreement between Licensee and the

- operators shall cease in case of termination of License Agreement entered between Licensee and DMRC (Annexure-9).
- f) The Licensee shall ensure compliance with permissible radiation limits for mobile telecom equipments as laid down by Municipal Corporation / State Government /TRAI/ Department of Telecommunications (DOT) of Govt of India from time to time.
  - g) Space on pillar: DMRC shall provide approx, 1.5m wide space on the metro pillars for clamping of telecommunication equipment. The clamped equipment should not protrude/project beyond 2 ft of pillar surface. Road /traffic conditions and regulations of civic/statutory authorities in regard to installations nearby road must be taken care of by the licensee.
  - h) Right of Way (ROW) may be provided to lay optical fibre cable (OFC) and power cables along station building area and viaduct to connect equipments as per procedures of DMRC and using cables as per specifications of DMRC e.g FRLS in elevated section
  - i) Any space requirement at nearby station/s for placement of backhaul equipment shall be met by DMRC based on availability and feasibility. DMRC may provide bare space, subject to minimum chargeable area of 4 sqm at requested station/s for placement of equipment for linking these equipments @ Rs 9,501/- per Sqm/Month+ GST.
  - j) Licensee fee shall be charged on per pillar/month basis for the aforesaid pillars subject to minimum 100 pillars to the Licensee.
  - k) The accepted License Fee for successful bidder shall be applicable up to 5G only during the tenure of License Agreement. In case of any technological up-gradation beyond 5G, the License Fee of Space shall be reviewed on mutually agreed terms and conditions. In event of failure of finalisation of mutually agreed License Fee of Space, the License Agreement shall be terminated by DMRC as per terms and conditions of License Agreement.

2.3. Licensee shall be responsible for the following activities:

- m) The Licensee shall operate the licensed space for Placement and Operation of telecom equipments for providing Mobile Coverage up to 5G in three separate schedules (as given in Annexure-1 of Bid/RFP Document). For the purpose of placement of equipment, the Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns. If the part of plan is not acceptable to DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision in plan shall have to be got approved from DMRC.
- n) Designing of all units / structures to complement station architecture for installation of telecommunication equipment.
- o) Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the licensed premises only. Licensee shall prepare the plan for approval from DMRC.
- p) Appoint an architect to interact with nodal DMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
- q) Operate, manage and maintain the entire premises.
- r) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, TRAI, DOT Govt of India etc. at its own cost.
- s) Comply with all statutory requirements in connection with License Agreement.
- t) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per License Agreement.
- u) 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 license at the start of every financial year (i.e. DMRC shall raise the demanded by 15<sup>th</sup> April) and licensee shall pay/ submit to DMRC the property tax/ service charges



demanded latest by the last day of the first month of every financial year (i.e. latest by 30<sup>TH</sup> 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 15<sup>th</sup> April of the said year**

-Last Date of payment dues against property tax/ service charge to DMRC for financial year under consideration: **BY 30<sup>th</sup> 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 proceeding as mentioned in relevant clause of License agreement of material breach of contract conditions.

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.

- v) Licensee shall also adhere to procedure of DMRC regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-9.5 and Material Specification for renovation/ refurbish of premises as per Annexure-9.4.
- w) Licensee shall interface with Civil/Electrical/Signal & Telecom etc during execution of work. Licensee shall also attend progress review meeting called on regular basis.
- x) Appoint competent nodal officer to interact with nodal DMRC representative to bring clarity in understanding of spaces, coordinate and implement decisions taken.

### **3. Disclaimer**

- 3.1. The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.
- 3.2. The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed business prospects from providing and enhancing mobile (cellular) signals and that it will be fully responsible for all its assessment in this regard.
- 3.3. The Licensee confirms having seen / visited / assessed the identified locations of the Metro Stations and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 3.4. The Licensee also confirms that it has fully analysed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.

### **4. Licensed Premises:** DMRC hereby agrees to provide a part of its premises on pillars on license basis to the Licensee solely for Placement and Operation of Telecommunication Equipment for Providing Shared Mobile (Cellular) Coverage up to 5G. The Licensed Premises shall be as:

- 4.1. Space on pillar surface: In elevated section of DMRC, the stations and viaduct are raised by pillars. The viaduct is supported on single pillar located in median of road having average cross-sectional area of 4-5 sqm. It may be square, circular or oval in shape. The surface may



be smooth or corrugated. The bottom of viaduct indicating road clearance is 5.5m to 6.5m at road crossing. If it is an over bridge crossing road, this clearance is to be 15m to 18m. In some sections, the viaduct is supported on two columns. Yellow Line (Line-02) is 49.02 Kms long network comprising of 37 (thirty seven) metro stations. Out of which 16 stations are elevated from Samaypur Badli to Guru Tegh Bahadur Nagar Ramp and Saket Ramp to Huda City Centre consisting of a total of 795 pillars. The spaces on metro pillars of Yellow Line (Line-02) are hereby offered for Placement and Operation of telecom equipments for providing Mobile Coverage up to 5G in three separate schedules of DMRC Network.

- 4.2. The median between pillars is with road owning civic agency. Hence, cabling to be done with their consent. Licensee should check feasibility of fixing their unit on column already having advertisement panel.
- 4.3. The pillars, as detailed at Annexure-9.1, subject to minimum of 100 pillars are hereby licensed for placement and operation of telecommunication equipment for Providing Shared Mobile (Cellular) Coverage up to 5G. The total number of licensed pillars shall be finalised within fitment period. For pillars beyond this time frame, the same shall be provided on negotiated / market rate, if found feasible, only on sole discretion of DMRC. DMRC is free to market, pillars beyond this time frame on open/limited/single tender basis.
- 4.4. Space on Pillar: DMRC shall provide 1.5m wide space on the metro pillar for clamping of telecommunication equipment. The clamped equipment should not protrude/project beyond 2ft of pillar surface.
- 4.5. Space at station: Any space requirement at metro station/s for placement of backhaul equipment shall be met by DMRC. DMRC may provide bare space, subject to minimum of 4.00 sqm at any or multiple metro station/s of Line-02 for placement of equipment for linking these telecom equipment @ Rs 9,501/- per sqm/month.
- 4.6. Right of Way (ROW) may be provided to lay optical fibre cable (OFC) and power cables along station building area and viaduct to connect equipment as per procedures of DMRC and using cables as per specifications of DMRC e.g FRLS in elevated section and LSZH in underground section.

## **5. Tenure of License**

- 5.1. License Agreement shall be valid for a period of 6 (six) years, subject to a lock-in-period of 02 (two) years, starting from the Commencement date of License Agreement, unless otherwise terminated as provided in Termination clause or surrendered by the Licensee as per the provision of this agreement. There is no provision for partial surrender is during the License Period.
- 5.2. Based on the first 6 (six) years performance, extension may be granted for another period of 3 (three) years but only on mutually agreed terms and conditions. DMRC reserves the right to not grant such extensions without assigning any reason whatsoever. The licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration in case such extension is not granted.
- 5.3. The Pillars shall be handed over for installation of telecommunication equipment within 10 days from the date of execution of License Agreement after receipt of full payment as stipulated in Letter of Acceptance
- 5.4. The License Agreement shall commence from the date of handing over of first lot of pillars. Hence, this License Agreement shall commence from.....(Date).
- 5.5. The tenure of License for Pillars/ locations handed over subsequently shall be co-terminus with the Pillars/ locations handed over in the first lot.

- 5.6. The area of the sites mentioned in Annexure - 9.1 are approximate and may increase or decrease with a variation of up to (+/-) 10% percent from tendered area subject to availability and feasibility / clearance from DMRC. Actual area handed over subsequent to execution of the license agreement shall be final, license Fee shall be charged, subject to minimum of 100 pillars. Licensee shall not claim any compensation on account of any variation in handed over area from that of the mentioned in annexure 9.1.
- 5.7. Additional Pillars may also be provided based on availability and feasibility at the sole discretion of DMRC. Interest free security deposit/ performance security shall also be updated for the additional area within 15 days from the date of handing over. The successful bidder shall not claim any compensation on account of any variation in handing over of licensed space from that of the mentioned in the annexure-1. The tenure of such addition area/ location shall be co-terminus with the License Agreement.
- The license fee and other charges for any additional area allotted shall be deposited and paid to DMRC Ltd within fifteen (15) days of date of issue of LOA and before handing over of the additional pillars.
- 5.8. If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by DMRC. In such a case, the Interest Free Security Deposit/ Performance Guarantee 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 licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.
- 5.9. The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior intimation to DMRC before completion of lock-in period. (In case lock-in period is of 2 years, prior intimation can be given after 1½ years). In such a case, Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any payable on the part of licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.
- 5.10. If the Licensee is desirous of terminating the license after expiry of lock-in period of 2 years without serving any prior intimation or shorter intimation than 180 days, the agreement shall deemed to be terminated on completion of such short/improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property. DMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.

5.11. In case of successful completion of the full term of the License period i.e. 6 (six) years of License Agreement, Interest Free Security Deposit/ Performance Guarantee of the Licensee shall be refunded after adjusting the outstanding dues, if any.

**6. Permitted Activity:** Licensee shall provide telecom solution for providing and enhancement of shared mobile (cellular) coverage up to 5G around pillars on which spaces has been licensed.

6.1. The Licensee has the option to appoint maximum 5 (five) telecom operators to carry out the Permitted Activity within the Licensed Premises (for total number of pillars). The Licensee shall ensure that any agreement or understanding executed between the Licensee and other telecom operators shall strictly adhere to compliances of this Agreement executed between DMRC and Licensee.

6.2. The telecom solution provided by the Licensee shall:

a) The technical specifications of the technology solution to be adopted by the Licensee should not be inferior to the technology being used by the individual mobile operators presently providing services in DMRC Network.

b) The Optical Fibre Cable or any other cable laid in ROW shall be used for linking of its equipment for permitted activity only. No other data of whatever type shall be permitted on this fibre cable.

6.3. Maximum five operators shall be allowed as per this License Agreement. The Licensee shall obtain prior permission from DMRC to include/exclude any service provider. Inclusion of additional telecom operator, above limit of 5 (five), shall increase the License Fee by 20% for each new telecom operator. Additional space at station or additional pillar within the section of coverage for increase in number of telecom operator may be provided on pro-rata basis as per availability and feasibility. The Licensee shall endeavour to have tie-ups with mobile service providers of Delhi NCR for the authority to receive their signals and propagate them further, the agreement between Licensee and the operators shall cease in case of termination of license agreement between Licensee and DMRC.

6.4. The Licensed Space shall be utilised only by the Licensee or its associates/permitted operators as per terms and conditions of this Agreement. In this regard, the Licensee shall obtain prior written permission for operators to operate in the licensed premises. If at any stage during License Period, it is found that the total operators for the licensed premises is more than permissible limits, License Fee shall be charged at double the rate of License Fee applicable for permitting single operator for licensed premises on pro-rata basis from the date of handing over of the location and all utility services shall remain disconnected till the extra operator(s) vacate the Licensed Premises.

## **7. License Fee**

7.1. Licensee shall prepare and submit the design/layout plan of placement of Telecommunication Equipment for approval of DMRC. DMRC shall consider the approval in accordance with procedure given in Regulations for Preparation and Utilisation of Premises of this agreement.

7.2. **Commencement of License Fee:** License Fee shall commence after fitment period of 90 days. Fitment period shall commence from date of handing over of the Licensed Premises. Fitment period of 90 days shall also be applicable in case of additional location or shifting of existing location during the License Period for placement and operation of telecommunication. The Licensee shall complete its fitment in all respects within this specified fitment period. The License Fee shall commence immediately after the expiry of fitment period.

7.3. The Licensee shall pay to DMRC, on quarterly basis in advance, all payments requested as per details and rates indicated in the table below-

S/N	Item	Rate
1.	License Fee for Space on Pillar.	Accepted rates Rs. XXXX in per pillar/month quoted by the successful/selected bidder subsequent to bidding process+ GST as applicable from time to time.
2.	License Fee for Space at Station/s for placement of backhaul equipment. Min chargeable area 4 sqm.	Rs 9,501/- per Sqm./ per month + GST.
3	License Fee for Spaces on Cable Tray (Station).	Rs. 1,930/- per station/ per month + GST.
4.	Other Maintenance charges for Space at Station.	Rs. 4,221/- per station/ per month + GST
5.	Electrical Installation Charges including substation lease rent.	Rs 250/KVA/Month + GST
6.	Usage Charges of Power	As per DISCOM rates and associated deposits and charges as applicable from time to time on back to back basis
7.	Refundable Interest Free Consumption Deposit (Accepted in the form of Bank Guarantee/DD)	Rs 4,500/- Per KVA ( or as per DERC policy applicable from time to time)
8.	One time Electrical supervision Charges per Energy meter.	Rs 10,000/- +GST.

**7.4. The License Fee of Space on Pillar, License Fee for Space at Station/s for placement of backhaul equipments, Cable Tray charges and Maintenance Charges for Space at Station by licensee shall be increased by 20% after completion of every three years of license period on a compounding basis.**

7.5. The licensee fee shall be charged on the basis of actual area handed over to the licensee subject to minimum 100 pillars subsequent to receipt of LOA payments from the licensee.

**8. Payment Terms:-**

8.1. The License Fees and other dues shall be payable quarterly in advance to DMRC, by the last working day of the previous running quarter. However, the first quarterly fixed license fee along with interest free Security Deposit/Performance Security shall be payable within thirty (30) days from the date of issue of Letter of Acceptance (LOA).

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

- 8.3. The reconciliation of license fee and other dues shall be carried out annually. Based on reconciliation, the adjustment of license fee payable to DMRC shall be carried out along with payment of next quarter's License Fees.
- 8.4. Non-payment of License fees and other dues.
- a) 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 Agreement. Besides, the Licensee shall pay an interest of 18 percent per annum on the amounts of License Fee and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue on monthly compounding rolling basis until the License Fee and other dues are finally paid & squared up. Such interest shall be charged for the actual number of day(s) of delay in payment.
  - b) Licensee shall periodically advise the details of payments made to DMRC. In the case of non-submission of such details, initially Third-party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of DMRC), then others dues / liabilities like electricity, OMC etc, and lastly License fee shall be accounted for.
  - c) The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from DMRC.
  - d) In case payment is not made by due date, a 15 day notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, DMRC shall be entitled to terminate the License with 30 days' notice and shall be free to forfeit Interest Free Performance Security and take such other action available to it under this Agreement and as per Law.
  - e) Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of Licensee Event of Default Notice, along with a written request in the matter. The utility services including electric supply to the premises shall be discontinued on the 16th day of issuance of termination notice.
  - f) The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from concerned Station Manager or its authorized representative in proof of Licensee having vacated the site will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Managers or its authorized representative shall not be entertained.
  - g) The licensee should preferably make payment of dues to DMRC by e-mode i.e. Customer Payment Portal Link (<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/RTGS/NEFT after obtaining prior approval of DMRC, for credit of the designated account of DMRC Ltd and complying with the procedure as per Annexure-9.3, (1),(2) and (3).
- 8.5. The details of such payments made will immediately be submitted to the DMRC in prescribed format. Dues can also be paid by DD/PO in favour of DMRC Ltd. drawn by a scheduled commercial bank and payable at Delhi.
- 8.6. 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 the period of more than 60 days, the License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Performance Security shall stand forfeited.
- 8.7. In case of non-payment of license fees and other dues, the licensee voluntarily agrees to permit the licensor "DMRC" to disconnect all utility services including electric supply to the licensed premises and also seal the premises. The licensee agrees voluntarily and also

undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.

**9. Interest Free Security Deposit / Performance Security**

9.1. Selected Bidder shall submit Interest Free Security Deposit/Performance Security to DMRC equivalent to Annual (12 months) license fee applicable @ for last year License Fee and based on the tendered area/total actual area handed over to the Licensee. In case of subsequent handing over of additional area licensed at the request of the Licensee, Interest Free Security Deposit/ IFSD/Performance Security shall be updated and increased as per enhanced area under possession of Licensee.

9.2. Interest Free Security Deposit/ Performance Security up to Rs 10Lakhs shall be accepted in the form of DD/PO only. For total value of IFSD more than Rs 10 Lakhs, initial Rs 10 Lakhs of Interest Free Security Deposit/Performance Security shall be paid in the form of DD/PO in favour of DMRC Ltd payable at New Delhi/Delhi and for remaining amount of interest free security deposit exceeding Rs 10 Lakhs, minimum 50% shall be paid in the form of DD/PO (up to a maximum of Rs 50 Lakhs) & balance or 50% amount of interest free security deposit shall be submitted/paid in form of Bank Guarantee/DD/PO.

The Interest Free Security Deposit as format attached shall be acceptable in following forms (subject to Clause- 8).

- a) Demand/Bank Draft/PO in favour of "DMRC Limited", payable at New Delhi issued by a Scheduled Commercial Bank based in India, or
- b) Irrevocable Bank Guarantee in the prescribed format (Annexure-9.2) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, from/payable at/ from branches located in Delhi. The scheduled commercial bank issuing Bank guarantee must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the BG will invariably be sent by the Bank guarantee issuing bank to the DMRC designated Bank through SFMS and only after this, the BG will become operative and acceptable to the DMRC. It is, therefore, in the own interest of the licensee to obtain Employer's/DMRC's Bank IFSC Code, its designated bank & branch and address and advice these particulars to the BG issuing Bank and request them to send advice of the BG through SFMS to the DMRC's designated Bank at present i.e. ICICI Bank Limited, 9A, Phelps Building, Connaught Place, New Delhi - 110001, IFSC Code- ICIC0000007. The Bank Guarantee shall be valid at least for three years and shall be renewed and extended for further period of three years on rolling basis well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and en-cashed by DMRC without any prior intimation to the licensee. For last year of License Period, the 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 & encashed by DMRC without any prior notice to the licensee.

9.3. The Interest Free Security Deposit/Performance Guarantee shall remain unchanged for (+/-) 10% variation in area at each location. In case of subsequent handing over of additional area licensed to the licensee, Interest Free Security Deposit/Performance Security shall be updated/increased as per area under possession of licensee & shall be paid within 15 days of date of issue of LOA & before handing over of additional area.

9.4. In case of Joint Venture/Consortium, the Interest Free Security Deposit/Performance Security shall be submitted in the name of the 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 their percentage stake in joint venture/Consortium is acceptable.



- 9.5. DMRC reserves the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit / Performance Security for: -
- a) Any amount imposed as a fine by DMRC for irregularities committed by the Licensee.
  - b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
  - c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
  - d) Any outstanding payment/ claims of DMRC remained due after completion of relevant actions as per agreement.
- 9.6. Once the amount under Clause 8.5 is debited, the Licensee shall replenish the Security Deposit / Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default.

**10. Taxes and Other Statutory Dues-**

- 10.1. GST and surcharge thereon, as applicable from time to time, shall be paid by the Licensee. Payment of all statutory taxes, local levies, statutory dues including Property Tax etc. as and when due and as applicable.
- 10.2. All other statutory taxes, statutory dues, local levies including Property Tax as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.
- 10.3. Payment of stamp duty on execution and registration of the agreement, if any, to be executed in pursuance of this agreement shall be borne by Licensee.
- 10.4. Appropriate Charges towards insurance of the said premises throughout the license period including third party insurance.
- 10.5. The registration of license agreement shall be done within 30 days of signing of the 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 30days 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 the licensee fails to remedies the default to the satisfaction of DMRC within the cure period of 30 days, DMRC may terminate the License agreement after the expiry of cure period duly forfeiting the interest free security deposit and any other amount paid by Licensee.

**11. Regulations for Preparation and Utilisation of Licensed Premises-**

- 11.1. **'As is where is basis'**: The Licensee shall be provided with license for the said Licensed Premises, equipment, 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 DMRC the said additions and alterations shall be carried out by the Licensee at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the Licensed Premises and the same shall vest in DMRC. The Licensee shall install its own fixtures and equipment in the said Licensed Premises after duly obtaining all

- necessary approvals from the Licensor, permissions and licenses from the Municipal Corporation, DOT and such other Statutory Authorities at its own cost and expense.
- 11.2. Licensee shall prepare and submit the design/layout plan of placement of Telecommunication Equipment for approval of DMRC. DMRC shall consider the approval in accordance with procedure given in Regulations for Preparation and Utilisation of Licensed Premises of this Agreement. The Licensee shall submit Layout plan of space showing placement of equipment for approval of DMRC before installation of equipment at the Licensed Space.
- 11.3. **Approval of Plan:** All the sites proposed by the Licensee in the plan shall be subject to approval by DMRC with regard to
- a) Structural stability,
  - b) operational feasibility,
  - c) aesthetics,
  - d) Safety & security concerns.
- 11.4. If the plan does not conform to the requirement of this Agreement, DMRC may reject the plans / proposals, duly specifying the reason(s) thereof. In such case, Licensee shall resubmit its plan/ proposal after incorporating necessary modification for approval.
- 11.5. No damage to be done to existing pillar drainage and rain harvesting structure at central verge of pillar. As suggested, no holes, nails, must be drilled into pillar/viaduct nor any damage to pile cap.
- 11.6. Alterations and Renovations: -
- a) The Licensee will be allowed to carry out any alterations or renovations within the said Licensed Premises but without altering or damaging the main/shell structure of the said premises. The Licensee shall need to take prior written approval from DMRC through a written notice prior to commencement of any alteration works and if necessary DMRC reserves the right to ask for and review the renovation plan/drawings before providing consent.
  - b) The Licensee shall be responsible for the costs of removing debris from the Licensed Premises and will 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 will also be to the Licensee's account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by DMRC.
- 11.7. If any approval is required to be taken from any local authority for installation of such telecommunication equipment, the same is the sole responsibility of the Licensee. Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and DMRC shall not be liable or responsible for any of the act or omissions committed on the part of the Licensee.
- 11.8. In case of any damage to DMRC property during installation, for actual costs whatsoever for restoration to its original position will be recovered from the Licensee and same will not be challenged in whatever manner.
- 11.9. The Licensee shall at their own risk and cost prepare the cable trays and clamps etc where such provision is not available. No claim or compensation on this account will be entertained by the licensor.



- 11.10. Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. Any physical damage or injury to the commuters or passer-byes due to lapses on the part of the Licensee shall be the sole responsibility of the Licensee only and DMRC will have no legal obligations or liability towards the injured. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property, it shall constitute Material Breach of Contract and considered Licensee's Event of Default that shall entitle DMRC to terminate this Agreement with 30 days written notice.
- 11.11. Access to stations for the purpose of placement and installation of equipment and its maintenance shall be regulated by the office of the Chief Engineer/Property Business and the Licensee is required to take necessary permissions in this regard from the office of Chief Engineer/Property Business as per extant policy of DMRC. It is clarified that the permission to the Licensee shall not be unduly denied.
- 11.12. Licensee shall ensure that equipment installed does not interfere with the sensitive electronic equipment installed inside the station and tunnel by DMRC including TETRA based train radio system. If any interference is noticed, than the Licensee shall take all necessary steps at his own risk and cost to remove such interference. Failure to do so within a period of 2 (two) working days authorizes the Licensor to take all necessary steps to prevent this interference at the risk and cost of the Licensee. In addition a penalty of Rs. 5000/- for each occasion of interference may be imposed by the Licensor. Test reports and any other supportive documentation as may be required/ requested by DMRC, will have to be supplied immediately. A clearance certificate has to be obtained from the signal and telecom department of DMRC to this effect.
- 11.13. **Solid Waste or waste:** - A separate area may be earmarked within the Licensed Premises for the purpose of storage, which has proper system for extrication pollutants and waste materials. The Licensee shall have to make arrangements for disposal of solid waste, which will be got removed from the Licensed 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 will 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 Licensed Premises a penalty/fine of Rs. 5000/- will be imposed by DMRC for each occasion.
- 11.14. No advertisement/branding in any format shall be allowed. If at any point of time, Licensee is found to be advertising at any location in any format, a penalty of Rs 25,000/- per location per instance shall be imposed on Licensee. However, Licensee can put a signage of size 1.5 ft X 3 ft at any location in its Licensed Space only showing generic name of the Licensee. The signage may be illuminated or non-illuminated at the Licensee's option. The Licensee shall need to obtain a prior written approval from DMRC before putting up any form of signage. DMRC reserves the right of refuse or to suggest an alternation to the same. The signage shape and location etc. shall be subject to architectural controls that may be issued by DMRC.
- 11.15. The Licensee shall submit details along with contact details of his authorized representative(s) which shall be available at the Metro Station(s), at a short notice, for inspection of spaces including measurement of area, failing which inspection done by DMRC official(s) shall be final and binding to the Licensee.
- 11.16. Licensee shall at itsown expense and cost employ/engage suitable personnel for providing efficient services in respect of storage and operation of the said products and services in the said Licensed Premises.
- 11.17. Licensee shall appoint a Manager/ Supervisor whose scope of services shall be as follows;

- a) Supervise the operations in the said Licensed Premises.
- b) They shall be responsible for cleanliness and hygiene in the said Licensed Premises and to ensure that the services are conducted in a clean, proper and efficient manner.
- c) Employ and engage as their own employees, trained, skilled and qualified staff and endeavour to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
- d) Ensure that fire detection and suppression measures were installed inside the Licensed Premises and kept in good working condition. The Fire Office/authorized personnel of the Licensor shall have unfettered access to the said Licensed Premises, for inspection/checking of fire detection and suppression measures etc. The instructions issued by the Licensor's fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the fire officer/authorized personnel of the Licensor shall be borne solely by the Licensee.
- e) Licensee should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The Licensee should also ensure that all notified statutory provisions and standards are observed in this regard.

11.18. DMRC's covenants and represents that it has good and marketable title to the said Licensed Premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's use of the Licensed Premises, or the rights granted to the Licensee hereunder:

- a) DMRC covenants and represents that it has full and complete authority to enter into this 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 this Agreement, the Licensee shall peacefully and quietly enjoy the Licensed Premises without hindrance or disturbance by DMRC or by any other person claiming by, through or under DMRC.
- b) That on the Licensee paying the License Fee hereby reserved and observing and performing the several covenants and stipulations on its part and the conditions herein contained shall peacefully hold and enjoy the Licensed Premises throughout the License Period without any interruptions by the DMRC or by any person or persons claiming through under or in trust for him.
- c) That the overall control and supervision of the Licensed 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 this Agreement. DMRC also 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.

11.19. The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the Licensed Premises for security/fire checks by security/fire officers of the Licensor and also agrees to comply with all directives as may be given from time to time by the security/fire officers of the Licensor. Non-compliance may be treated as Licensee's Event of Default.

11.20. Licensee shall install equipment and its fixtures conforming to international standards of high quality as per guidelines of DOT, TERM, etc.

**12. Maintenance and Repair of Licensed Premises**

- 12.1. Licensee shall keep and maintain the Licensed Premises in neat, clean condition and in safe & sound manner during all the time of License Period as required by the DMRC O&M administration/ municipal authorities. Any defective, weak or corroded structure be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by equipment or installations due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation. Ensure that fire detection and suppression measures installed inside the Licensed Premises are kept in good working condition.
- 12.2. Licensee shall bear the cost of minor day-to-day repairs and maintenance. All major repairs, attributable to DMRC due to inherent constructional defects in DMRC structure, 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 will have the right to get the needful done and deduct the cost thereof from the amount payable to DMRC.
- 12.3. The Licensee shall carry out all checks and maintenance or repair works with adequate advance notice in such a planned manner that there is minimal disruption of the operations of the Station.
- 12.4. 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 upon leaving the Licensed Premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.
- 12.5. The said Licensed Premises, which have 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.
- 12.6. Further, DMRC can impose the fine on Licensee up to Rs.5,000/- per offence per instance on the following offenses:
- a) Any staff of Licensee found in drunken condition / indulging in bad conduct.
  - b) Any staff of the Licensee found creating nuisance on duty
  - c) Improper maintenance & defacement of the Metro Property.
  - d) Dishonour of drafts and Cheques given by Licensee in favour of DMRC.
  - e) Misbehaviour with staff and commuters of DMRC.
  - f) Not following safety and security norms as may be indicated by authorized representative of DMRC.
- 12.7. The amount of penalty shall become double the specified amount after five years from the date of commencement of License Agreement.
- 12.8. The option to impose fine, penalty, etc. under this License Agreement shall be exercised by DMRC official not below the rank of Dy.HOD.

**13. DMRC's Infrastructure/ Facilities -**

- 13.1. Electrical Specifications and Procedure for Release of Electric Power Supply- Electrical Specifications
- a) Electricity supply will be provided as per terms and conditions indicated in Annexure – 9.4. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of equipment in the spaces licensed under this

agreement. Licensee shall use energy efficient equipment. Licensee shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.

- b) Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company /Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company /Agency. DERC policy and Electricity Act (as amended from time to time) shall be applicable.
- c) All fittings/ erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters, electrical MDI/TOD, etc. are to be installed as per DMRC's specifications. Underground type Electrical Specification to be used in the boundary of Dhaula Kuan station. However, other than boundary of Dhaula Kuan station, elevated type Electrical Specification may be used.
- d) DMRC may provide electricity at one point from the panel installed at ASS Room of station. All works related to fixing / connection of requisite MCB/MCCB in existing bus bar and further distribution along with electrical energy meter on payment of required charges as specified in Annexure-9.5. The Licensee may also undertake electrical works for extension of power from nominated source under DMRC supervision and complying all codal provisions & DMRC specifications. The Licensee shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" (Annexure-9.5) as amended from time to time.
- e) In case of restricted availability of power supply/breakdown, the station power requirements would get first priority and this may result in restriction/restoring of power supply to the licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of DMRC or such causes where the supply of DMRC is affected by a cause or causes over which DMRC has no control, DMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.

13.2. **Water & Drainage facility:** - No water and drainage facility will be provided by the DMRC.

13.3. **Telephone:**-DMRC may give permission for installation of cables for telephone/ telecommunication equipment subject to technical feasibility.

13.4. **Parking:** - The parking facilities provided as part of the Station parking may be used and all charges, fees and rules will apply as applicable to the general public and the commuters.

13.5. **Encroachment:** - The Licensee will strictly not encroach up common areas / circulating areas or any other space, and restrict his operation to within the area licensed. If any encroachment has been found at any location, the license fee of such encroached area shall be charged at double the rate of license fee applicable on that date from the date of previous inspection in which the space was found as per approved plan or date of handing over, whichever is later and shall be charged till a vacation certificate of that encroached area from the concerned Station Manager or his authorized representative is submitted to DMRC or the encroached space is got approved from the DMRC, whichever is later.

13.6. **Re-connection Charges:** - The licensee voluntarily agrees to make all payments as may be demanded by the Licensor towards reconnection of utilities including electricity supply which may have been disconnected by the Licensor for whatsoever reasons. The Licensee undertakes not to seek any claim, compensation, consideration or damages due to such disconnection and reconnection.

13.7. **Security Arrangement:** - The Licensee shall ensure safety and security of its equipment installed at the Licensed Premises. DMRC in any case will not take any responsibility and claim and compensation of Licensee shall not be entertained in this regard.

13.8. **Services 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.

**14. Force Majeure-**

14.1. 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 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

The License fee for the portion affected due to Force Majeure shall be exempted for the affected period on pro-rata basis if the period of Force Majeure persists for more than 7 days.

14.2. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of 7 days to the other party and interest free Performance Security & Security Deposit shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.

**15. Material Breach of Contract / Events of Default:**

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

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.

- a) 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.
- b) If the Licensee makes any of the following changes in Ownership:
  - i. Any change in percentage stake of JV/Consortium by the members without prior written permission of DMRC.
  - ii. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
  - iii. Dilution of stake of any consortium member in JV/ Consortium below 15% during the license period
- d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.

- e) If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.
- f.) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/ commuters or loss to DMRC property.
- g.) If the Licensee is in violation of any of the other Clauses of License Agreement and after 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 Space except expressly permitted under this Agreement.
- k) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DMRC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
- m) If the Licensee has abandoned the Licensed Space.
- n) If the licensee violates banned usage as per list given in Annexure-II.
- o) If the licensee submitted false undertaking (as detailed on Clause No. 3.5 of Chapter-11) regarding not blacklisting / banning of Licensee by Central/ State Government Department/ Public Sector Undertaking/ Other Government Entities or Local Body or termination of contract due to their non-performance after award of contract during last 3 (three) years.
- p) The registration of License/Lease agreements shall be done within 30 days of signing of agreement by the licensee/lessee (registration fees, stamp duty etc to be fully borne by the licensee/lessee) and the duly registered documents to be submitted to DMRC for records. In the case the registration of the license agreement/amendment is not 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 fail to remedies the default to the satisfaction of the DMRC within the above cure period, DMRC may terminate the license agreement after the expiry of cure period duly forfeiting the security deposit/any other amount paid by licensee.
- q) If the licensee fails to pay to DMRC Ltd. the demand for Property Tax/Service Charge in terms of Clause-9.2 of this license agreement.

**16. Surrender/ Termination of License Agreement by Licensee:**

- 16.1. There shall be a lock-in period of two years from the date of commencement of license agreement/ license tenure.
- 16.2. If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of 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 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 as Zero/Nil value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

16.3. The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior intimation to DMRC which can be given before completion of defined lock-in period of 2 years. In this instant case the prior notice can be given after 1 ½(One and half) years but option to exit is available only after 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 Licensee. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in DMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else DMRC will seize their property at Zero/nil value. DMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

16.4. If the Licensee is desirous of terminating the license after expiry of lock-in period of 2 years 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 at Zero/Nil value. DMRC shall be free to dispose-off the seized property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

**17. Natural Completion of License Agreement:** In case of successful completion of the full term of 6(six) years of the License period, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues. If, balance outstanding dues are more than Interest Free Security Deposit/ Performance Security, the same shall also be recoverable from the licensee before licensee is permitted to remove their property/equipment etc. or else DMRC will seize their property at Zero/Nil Value. 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. DMRC shall be free to dispose-off the seized goods in any manner as deemed fit & Licensee shall have no claim for compensation, damages etc on this account.

**18. Termination of License Agreement by DMRC:**

18.1. Provided that in the event of application of clauses 14 (a) (b) (p) and (q) above, DMRC shall give to the Licensee 15 to 30 days time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee Event of Default. In case the licensee fails to remedies the default to the satisfaction of the DMRC within the cure period, then DMRC shall be within its rights to disconnect the utility services & terminate the License Agreement as per the provisions of this



license agreement & issue a thirty (30) days termination notice. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. However, in the event of application of clause 14 (c) to (o), DMRC may terminate the license agreement with immediate effect.

18.2. If the Licensee to cure the default within 15/30 days as applicable it shall constitute Material Breach of Contract under this Agreement. It shall entitle DMRC to disconnect all utilities provided to the Licensee and to terminate license agreement along with forfeiture of Interest Free Security Deposit after adjustment of dues payable by the licensee to DMRC. No representation of licensee shall be entertained after the expiry of cure period. The licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

18.3. **Termination on Operational Ground:** DMRC reserves the right to terminate or withdraw a portion of the License Agreement by giving three months advance notice on operational ground. The License agreement shall stand terminated after expiry of three months' notice and the Interest Free Security Deposit/ Performance Security shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

18.4. **Termination due to Force Majeure conditions:** The License Agreement may be terminated for Force Majeure Reasons as specified in License Agreement.

**19. Upon termination of this Agreement for any reason whatsoever:**

19.1. All sub-licenses/ third party agreements, entered by the Licensee, shall stand terminated with immediate effect;

19.2. In case of termination of agreement on account of Licensee's Events of Default, the interest free Security Deposit & Advance License Fee paid shall be forfeited in favour of DMRC. Any outstanding dues payable to DMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit, shall be recovered from the licensee before licensee is permitted to remove their establishment (s) or else DMRC will seize their property at zero/nil value and dispose-off the same in any manner as deemed fit. Licensee shall have no claim for compensation/damages etc. in this regard. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/Performance security, from the other contracts of licensee in DMRC.

19.3. All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere, and

19.4. A notice of vacation shall be issued to the Licensee to vacate the premises within 30 days after date of issue of termination notice

19.5. **Handing over on Termination / Completion / Surrender:** In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall hand over the vacant spaces to concerned Station Manager or its authorized representative peaceful vacant possession of all Licensed Premises in the good condition except for reasonable wear and tear and acts of God and nature. Licensee shall remove all the equipment, fixtures, panels, etc. from DMRC premises within 30 days of issue of termination letter, failing which these structures, equipment, fixtures, panels, etc. shall become property of DMRC. The licensee agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. 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.

- 19.6. If the LICENSEE fails to vacate the demised premises within a grace period of 30 days of termination / surrender / natural completion of the agreement, the LICENSEE shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay the license fee for licensed space at the double rate of License Fee applicable at that time for the whole period of unauthorized occupancy, including the 30 days grace period. No grace period shall be given for termination by surrender within locking period.
- 19.7. DMRC shall repay amounts owing to the LICENSEE if any, after deducting all dues including usage charges such electricity charges etc. as per provisions of this License Agreement.
- 19.8. The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto
- 19.9. Consequent to issue of termination letter, after approval of competent authority, the said premises will become free of all encumbrances for re-marketing.



## ARTICLE-19: DISPUTE RESOLUTION

### 19.1 Amicable Resolution:

#### 19.1.1 No legal action till dispute settlement procedure is exhausted.

Any and all disputes shall be settled in accordance with the provisions of Article 19. 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 19 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.

#### 19.1.2 Notice of Dispute

For the purpose of Sub-Clause 19.1.2, a dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter call a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the termination/surrender/completion of contract as advised/intimated by DMRC to the licensee.

#### 19.1.3 Two stages for Dispute Resolution

Dispute 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 the 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 the Clause.

#### 19.1.4 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.

#### 19.1.5 Conciliation Procedure

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.

#### **19.1.6 Termination of Conciliation Proceedings**

The conciliation proceedings shall be terminated:

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

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.

#### **19.2 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 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 Executive Director /Property Business on behalf of MD/DMRC at the following address:  
Executive Director (Property Business)  
DMRC, 3rd Floor, A Wing,  
Metro Bhawan, Fire Brigade Lane,  
Barakhamba Road, New Delhi -110001  
Email Id: gmpb@dmrc.org  
Phone No: 011-23418417
- 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:

##### **19.2.1 Number of Arbitrators: The arbitral tribunal shall consist of:**

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

**19.2.2**

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 Executive Director /Property Business 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 Executive Director /Property Business 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 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 (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.

**19.2.3**

Qualification and Experience of Arbitrators (to be appointed as per sub-clause 19.2.2 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.

**19.2.4** 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.

**19.2.5** Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Executive Director /Property Business for the purpose of obtaining his decision. No decision given by the Executive Director /Property Business in accordance with the foregone 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.

**19.2.6** 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 tract procedure specified in Sub-Clause (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

**19.2.7** In the licensee(s) does/do not prefer his/their specific and final claims in writing, within a period of 28 days of receiving the intimation from the DMRC about the 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.

**19.2.8** 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.

**19.2.9** 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 Arbitral proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the parties should endeavour to adhere to time schedule for early finalization of award.

**19.2.10** 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.

**19.2.11** 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.

**19.2.12** 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.

**19.3 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.

**19.4 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.

#### 19.5 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.

#### 19.6 Suspension of Work on Account of Arbitration

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

Encl: Schedule D

### SCHEDULE D (PART-A)

#### Fee of the External Arbitrators Dealing with Arbitration Cases

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 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 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. 30.00 lakh is inclusive of Rs. 19,87,500/-
		* Sum in dispute mentioned above shall include any counter claim	



		made by a party also.
		<p>Note</p> <p>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.</p> <p>2. The fee shall be conveyed to Arbitrator(s) at the time of issuing the appointment letter.</p>
2.	Secretarial Assistance & incidental charges (telephone, fax, postage, etc.	<p>Rs. 20,000/- per case, payable to sole arbitrator or presiding arbitrator only on behalf of Arbitral Tribunal, in case where Secretariat Assistant / Personal Assistant is arrange by sole Arbitrator/Arbitral Tribunal at their own</p> <p>Or</p> <p>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.</p>
3.	Other Expenses (actual against bills subjected to the prescribed ceiling) applicable for the days of hearing only	
	i) Travelling Expenses	Economy Class (by Air), First Class AC (by train) and AC car (by road)
	ii) Lodging and Boarding	<p>a) Rs. 15,000/- per day (in metro cities)</p> <p>b) Rs. 7,500/- per day (in other cities)</p> <p>c) Rs. 3,000/- per day, if any arbitrator makes their own arrangements</p>
4.	Local Travel Charges	Rs. 2,000/- per day of hearing / meeting
5.	Providing facilities of hearing rooms, for arbitration hearings & secretarial assistance, etc.	Meeting Room shall be provided by DMRC, otherwise 5,000/- per day of hearing / meeting of Arbitration.

**Note:-**

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

**SCHEDULE D (Part B)**

Fee of the External Conciliator dealing with Conciliation Cases

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

**SCHEDULE D (Part C)**

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

S. No.	Description	Maximum amount payable per Conciliator, per case
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1.	Conciliator Fee	<p>Rs. 5,000/- per sitting (to be equally shared by both parties) subject to ceiling as prescribed below:</p> <table border="1" data-bbox="740 237 1401 517"> <thead> <tr> <th data-bbox="740 237 831 331">S. No.</th> <th data-bbox="836 237 1150 331">Amount in Dispute (in INR)</th> <th data-bbox="1155 237 1401 331">Ceiling Limit (In INR)</th> </tr> </thead> <tbody> <tr> <td data-bbox="740 331 831 394">1.</td> <td data-bbox="836 331 1150 394">Up to 1 Crore</td> <td data-bbox="1155 331 1401 394">Rs. 25,000/-</td> </tr> <tr> <td data-bbox="740 394 831 456">2.</td> <td data-bbox="836 394 1150 456">1 to 10 crore</td> <td data-bbox="1155 394 1401 456">Rs. 50,000/-</td> </tr> <tr> <td data-bbox="740 456 831 517">3.</td> <td data-bbox="836 456 1150 517">Above 10 crore</td> <td data-bbox="1155 456 1401 517">Rs. 75,000/-</td> </tr> </tbody> </table> <p>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.</p>	S. No.	Amount in Dispute (in INR)	Ceiling Limit (In INR)	1.	Up to 1 Crore	Rs. 25,000/-	2.	1 to 10 crore	Rs. 50,000/-	3.	Above 10 crore	Rs. 75,000/-
S. No.	Amount in Dispute (in INR)	Ceiling Limit (In INR)												
1.	Up to 1 Crore	Rs. 25,000/-												
2.	1 to 10 crore	Rs. 50,000/-												
3.	Above 10 crore	Rs. 75,000/-												
2.	Reading Charges/Studying of Documents	Rs. 5,000/- per Conciliator per case including counter claim												
3.	Secretarial Assistance & Incidenta Charges (telephone, faix, postage, messenger, etc.)	Rs. 10,000/- per case												
4.	Charges for publishing settlement agreement	Rs. 10,000/- per case												

**20. Jurisdiction of Courts:** The Court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

**21. Miscellaneous**

- 21.1. Insurance and Waiver of Liability- The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in DMRC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. The Licensee shall submit to DMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold DMRC harmless against any liability, losses, damages, claims, expenses suffered by DMRC because of such default by the Licensee.
- 21.2. The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.
- 21.3. The Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines regarding advertisement/display. DMRC will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.
- 21.4. The Licensee will not ask for any claim or seek any compensation from DMRC if any installation of equipment at licensed premises at any station is not permitted due to court order/local laws/civil authorities.

- 21.5. 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.
- 21.6. The Licensee hereby agrees that DMRC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of DMRC. Licensee hereby indemnifies DMRC against the claims made by Licensee's employees against DMRC.
- 21.7. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Property Business Wing of DMRC in accordance with DMRC's policies regulations prevalent at that time.
- 21.8. That no tenancy/sub-tenancy is being created by DMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -
- a) That the Licensee shall not have or claim any interest in the said premises as a tenant/sub-tenant or otherwise:
  - b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by DMRC in favour of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and
  - c) That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- 21.9. The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises.
- 21.10. Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.
- 21.11. Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within

45 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of equipment 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 installation) to DMRC. All the Licensee's personnel shall be required to possess ID card while working in DMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

- 21.12. Misuse: - The licensee shall use the granted space under the agreement only for those services provided therein 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 misused charges and mis-user proceedings, if so initiated shall be that of the licensee only. The Licensee will indemnify and keep indemnified DMRC for any losses on this account.
- 21.13. Compliance with the Law: - The premises and the fixtures and the appurtenances thereto (except those installed by DMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The LICENSEE at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The LICENSEE shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Delhi Fire department. The licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the O/o Executive Director/Property Business i.e. Property Business Cell, DMRC. Non - compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of licensee.
- 21.14. Transfer: - The LICENSEE, during the tenure of this license shall not transfer, assign or part with the licensed premises or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the licensor, nor shall they be entitled to allow any person to occupy the licensed premises or to use any part thereof save with the prior permission in writing of the licensor.

## 22. Notices

- 22.1. That any notice to be served upon DMRC shall be sufficiently served and given if delivered to- "Executive Director /Property Business, 3<sup>rd</sup> Floor, A Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110 001"
- 22.2. 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.
- 22.3. 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 Executive Director /Property Business or by his duly authorized representative.

22.4. Only written instructions/ notices of any party shall be entertained by the other party. 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.

....-.....-2023

(.....)

FOR AND ON BEHALF OF DELHI METRO RAIL CORPORATION LIMITED

....-...- 2023

Authorized Signatory.

FOR AND ON BEHALF OF LICENSEE

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

.....  
DMRC

.....  
LICENSEE



**23. BANNING POLICY**

After opening of financial bids of H-1 and H-2; In case of any concealment or misrepresentation of facts, appropriate action(s), in accordance with tender conditions and "Suspension/Banning Policy, August 2019" of DMRC, shall be taken. The copy of "Suspension/Banning Policy, August 2019" of DMRC can be downloaded from tender section of DMRC website

i.e. <https://www.delhimetrorail.com/pages/en/general-conditions-of-contract-miscellaneous>





**24. INDEMNITY AND INSURANCE**

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Licensee shall indemnify DMRC Administration for any loss and damages suffered due to violation of its provision.
- 24.5 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.
- 24.6 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 the Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to DMRC in accordance with its extant policies.
- 24.7 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.
- 24.8 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.
- 24.9 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.
- 24.10 The Licensee shall indemnify and keep indemnified DMRC for any losses/ penalties on this account levied by any judicial/statutory authorities/courts on the Licensee.
- 24.11 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.

## 25. REPRESENTATIONS AND WARRANTIES

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

25.2. 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.

25.3. 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 Premises, 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 space throughout the said term without any interruptions by the DMRC or by any person claiming by, through, under or in trust for DMRC.
- d) DMRC shall provide necessary documents pertaining to DMRC properties (as feasible), if required by Licensee for seeking any permission pertaining to various activities from any Government Agency.



**Annexure-9.1****Proposed Schedules**

<b>Schedule</b>	<b>Line</b>	<b>Name of Metro Sections/Locations</b>	<b>Tentative No. Of Pillars subject to minimum 100 pillars chargeable</b>	<b>EMD (in Rs.)</b>
1	Line-2 Yellow Line	Guru Tegh Bahadur Nagar Ramp to Samay Pur Badli Dead End- Depot Ramp	255	12,48,000/-
2	Line-2 Yellow Line	Saket Ramp to Arjan Garh-Guru Dhronacharya	301	13,38,000/-
3	Line-2 Yellow Line	Arjan Garh-Guru Dhronacharya to Huda City Centre-Terminal(A-B)	239	12,17,000/-
<b>Total No. of tentative Pillars offered in This Tender</b>			<b>795</b>	<b>38,03,000/-</b>

**Note:** Pillars/spaces indicated above are purely tentative and approximate. Pillars/spaces shall be finalised/measured at the time of Handing over of Pillars/spaces. However, the payment of License fee will be adjusted on pro-rata basis as per the actual Pillars/spaces allotted& handed over. However, Licensee shall be charged on the actual Pillars/spaces handed over, subject to a minimum of 100 pillars. In case of non-availability of 100 pillars in a particular schedule or multiple/all schedules as case may be, on pro-rata basis of actual number of pillars handed over. Interest free Security Deposit will not be readjusted if the variation in Pillars/spaces handed over is up to (+/-) 10% per Schedule else security deposit will be readjusted according to the actual Pillars/spaces handed over.

Pillars /Spaces/locations offered on license basis are 'as is where is basis'

**Annexure-9.2**

**Format of Bank Guarantee**

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks from/payable at \_\_\_\_\_, (New Delhi) only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. \_\_\_\_\_ dated \_\_\_\_\_

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

In favour of

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

**WHEREAS: -**

1. DMRC, with a view to augment its earnings through non-operating revenue, from Licensee of space for placement & operation of telecommunication equipments on metro pillars on "as is where is basis" activities for Schedule No. \_\_\_\_\_ to M/s \_\_\_\_\_ (hereinafter called "Licensee").
2. DMRC has agreed to provide to the Licensee, space for placement & operation of telecommunication equipments on metro pillars on "as is where is basis" in accordance to LOA No. \_\_\_\_\_ dated \_\_\_\_\_.
3. Therein after referred to space for placement & operation of telecommunication equipments on metro pillars, 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 space for placement & operation of telecommunication of equipment on metro pillars of Delhi Metro for the duration of the License.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.
8. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a part of Interest free security deposit which is equivalent to the Annual license fee for \_\_\_\_\_ Metro Station, as security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.
10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount.  
For the purpose of this clause, any letter making demand on the Bank by DMRC dispatched by Registered Post with Ack. Due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.
2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The scheduled commercial Bank issuing the above Bank Guarantee confirms that it is on the SFMS (structured financial messaging system) platform, and it will invariably send a separate 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 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 up to \_\_\_\_\_ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC’s prior consent in writing.
19. Notwithstanding anything contained hereinabove:
  - a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
  - b) This Guarantee shall remain in force up to \_\_\_\_\_.
  - c) Unless the demand/claim under this guarantee is served upon us in writing on or before \_\_\_\_\_ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

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

For and on behalf of the \_\_\_\_\_ Bank.  
Signature \_\_\_\_\_ of \_\_\_\_\_ authorized \_\_\_\_\_ Bank \_\_\_\_\_ official

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
I.D. No.: \_\_\_\_\_  
Stamp/Seal of the Bank: \_\_\_\_\_

Signed, \_\_\_\_\_ Sealed \_\_\_\_\_ and \_\_\_\_\_ Delivered \_\_\_\_\_  
for \_\_\_\_\_ and \_\_\_\_\_ on \_\_\_\_\_ behalf \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ Bank  
by the above named \_\_\_\_\_

In the presence of:  
Witness-1  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness-2  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_



**Annexure-9.2A**

**PERFORMA FOR BANK GUARANTEE FOR ELECTRICAL SECURITY DEPOSIT**

**(To be issued by a Scheduled Commercial Bank in India, 'except Regional Rural Banks(RRB's) & Local Area Banks(LAB's)' acceptable to DMRC, on non-judicial stamp paper of appropriate value)**

BANKGUARANTEENO. \_\_\_\_\_ dated \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

This Deed of Guarantee made on this day of ..... (month& year) by M/s \_\_\_\_\_, a financial institution incorporated under the \_\_\_\_\_ Act and having its registered office at \_\_\_\_\_ and Corporate office at \_\_\_\_\_ and Branch/Zonal office at \_\_\_\_\_ (Name and address of Bank) (Hereinafter referred to as "the Bank" or "the Guarantor", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)) of the one part;

**In favor of**

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

**Whereas** DMRC has accepted the Bid of M/s.....(Here in after referred to as **the "Licensee"**, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) having its registered office at..... for the work of " **Contract:** \_\_\_\_\_.

**And Whereas** the Lessee under the terms of DMRC electrical guidelines is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs ...../- as Electrical Security Deposit and has thus requested the Bank to issue the said Bank Guarantee in favor of the DMRC.

**And Whereas**, accordingly the Bank has agreed to guarantee to DMRC the obligations of the Lessee under the terms of the lease agreement and DMRC Electrical Guidelines and its revision from time to time, on the terms and conditions stated herein.

**NOW THIS GUARANTEE HEREBY WITNESS:**

1. The Bank, as primary obligor, on receipt of a written demand from DMRC, shall pay on the same day to DMRC the aforementioned amount of Electrical Security Deposit or part thereof, without demur, reservation, contest, recourse whatsoever and without need for ascribing any reason to the demand and without any reference to the Licensee or any other person and irrespective of whether the claim of DMRC is disputed by the Licensee or not, merely on the first demand from DMRC stating that the amount claimed is due to DMRC by reason of failure of the Licensee to fulfill and comply with the terms and conditions of License Agreement and DMRC Electrical Guidelines and its revision from time to time. Any such demand made by DMRC shall be conclusive, final and binding on the Bank and the Bank shall pay the amount so demanded without demur notwithstanding any dispute/disputes raised by the Licensee in any suit or proceedings pending before any Court, tribunal or arbitrator/s relating thereto and. The liability of the Bank under this guarantee shall be absolute and unequivocal.
2. This Guarantee shall be valid up to (Date) // till the entire License Period and for a period of 1 (one) year thereafter against any dues payable by the Licensee to the DMRC and shall not be revoked by the Bank at any time without DMRC's prior consent in writing. Further the Bank shall be liable to pay the guaranteed amount or part thereof under this guarantee only and only if DMRC serves upon the Bank a written claim or demand on or before (Date) // \_.

3. This Guarantee is unconditional and irrevocable till such time DMRC discharges this guarantee by issuing a letter to the Bank in this behalf.
4. The Bank undertakes to pay the amount mentioned herein as principal debtor and not a surety and the 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 the DMRC may have in relation to the Licensee's liabilities.
5. The Bank shall not be relieved from its obligations under this Electrical Bank Guarantee on account of any variations in the terms and conditions of the License Agreement and DMRC Electrical Guidelines its revision from time to time or by extension of time granted to the Lessee or due to any postponement / non-exercise / delayed exercise of any of its rights by DMRC against the Licensee 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 Bank.
6. The expression "Licensee", "Bank" and "DMRC" herein before used shall include their respective successors and assigns. Also the Guarantee shall not be affected by any change in the constitution of the Licensee or of the Bank.
7. Notwithstanding anything contained herein:
  - (a) The Bank liability under this bank guarantee shall not exceed Rs.....
  - (b) This Bank guarantee shall be valid up to (date) //.
  - (c) The Bank is liable to pay the guaranteed amount or part thereof only and only if the DMRC serves upon the Bank a written claim or demand on or before /\_(1 year)

**IN WITNESS WHERE OF** I/We of the Bank have signed and sealed this guarantee on the day \_\_\_\_\_ of month and year being herewith duly authorized.

For and on behalf of the Bank.

Signature of Authorized Bank Official:

Name \_\_\_\_\_ Designation \_\_\_\_\_

Stamp/Seal of the Bank: \_\_\_\_\_

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_

**In the presence of:**

Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

**Note:**

1. The stamp papers of appropriate values shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
2. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.
3. The 'Bank Guarantee' must be issued on the Structured Financial Messaging System (SFMS) platform.

4. A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank areas under:

**ICICI Bank Ltd.**  
**9A, Phelps Building, Connaught Place, New Delhi -**  
**110001IFSCCode:-ICIC0000007.**

5. Following codes are to be used by issuing bank for the purpose of Confirmation and amendment in Bank Guarantees:-

(i) **For the purpose of issuance and amendment of Bank Guarantee:-**

Code	Purpose
MT760/IFN760	Bank Guarantee Issuance
MT767/IFN767	Bank Guarantee Amendment

(ii) **For the purpose of confirmation of issuance and amendment of Bank Guarantee:-**

Code	Purpose
IFN760COV	Confirmation of Bank Guarantee Issuance
IFN767COV	Confirmation of Amendment in Bank Guarantee

6. Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purposes shall not be acceptable.

**Annexure-9.3**

No. ....

Dt. \_\_/\_\_/\_\_

**Undertaking regarding payments though Customer Payment Portal Link  
(<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/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 Customer Payment Portal Link (<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/RTGS/NEFT/ECS procedures the same shall require prior approval of DMRC as per the terms and conditions detailed as under:

1. Customer Payment Portal Link (<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/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 Customer Payment Portal Link (<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/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 Pt. No. 2, DMRC reserve the right for refusal to accept payments through Customer Payment Portal Link (<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/RTGS/ NEFT/ RTGS mode of payments.
4. In event of Licensee/ party/ company's non-compliances to the aforesaid requirements. DMRC shall take action as under:
  - a.) In the absence of any details from Licensee/ party/ company for consideration of DMRC amount received from the party shall not be accounted for and party shall continue pay interest/ penalty on the outstanding as per the provision of contract.
  - b.) In case of receipt of payment with incomplete details payment received shall be adjusted /allocated in the following order:
    - i) All the statutory dues/ Taxes shall be adjusted first.
    - ii) All payments made by DMRC on behalf of Licensee/ party/ company such as water/ electricity/ maintenance charges/ annual maintenance charges etc. shall be adjusted after the adjustment statutory dues/ Taxes as mentioned in Pt. No. 4.b.i above.
    - iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.
    - iv) Sum remaining after adjustments as per items No. (i) to (iii) above shall be adjusted against lease rent/ space rent/ license fee as per the terms of contract.
    - v) In case amount received is even shorter than statutory dues, the Licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as applicable under the provisions of law. In addition to this, Licensee/ party/ company shall also attract penalties as per the provisions of license agreements. Repeated violations of aforesaid instructions shall be treated as non performance/ breach of agreement and under the provisions of license agreement may attract maximum penalty of termination of license agreement.

I/We \_\_\_\_\_ (name of the Licensee /company/ party) hereby agree to the abovementioned procedure / terms and conditions related to submission of payments through Customer Payment Portal Link (<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/RTGS/NEFT/ECS mode.

Name and designation of authorized

Date: \_\_/\_\_/\_\_

representative of client / Licensee/ company

**Annexure-9.3(1)**

**FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA Customer Payment Portal Link  
(<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/RTGS/NEFT/ECS IN PB CONTRACTS**

1. Name and address of client / Licensee \_\_\_\_\_
2. CustomerID \_\_\_\_\_
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  
1) Union Bank of India, F-14/15, Connaught Place, New Delhi-110001, IFSC code - UBIN0530786,  
A/c No. - 307801110050003

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

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

\_\_\_\_\_  
To be filled by DMRC Officials

The aforesaid details is checked and verified by MGR/AM-Property Business 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 MGR/AM-Property Business

**Annexure-9.3 (2)**

**FORMAT FOR APPROVAL FOR SUBMISSION OF PAYMENTS VIA Customer Payment Portal Link  
(<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/RTGS/NEFT/ECS IN PB CONTRACTS**

To,

Delhi Metro Rail Corporation Ltd.  
O/o- Executive Director / \_\_\_\_\_.  
3<sup>rd</sup> Floor, Metro Bhawan,  
Barakhamba Road,  
Delhi - 110001

Sub: Request for approval for submission of payments via Customer Payment Portal Link (<https://services.billdesk.com/MercOnline/web/delhi-metro/pay>)/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 PD 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 client / Licensee / company  
To be filled by DMRC Officials

On the request for the \_\_\_\_\_ (name of Licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in DMRC's authorized bank name and account No. to which payments to be made - Union Bank of India, F-14/15, Connaught Place, New Delhi-110001, IFSC code - UBIN0530786, A/c No. - 307801110050003 subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PD contracts every time seven (7) before due date for approval of DMRC Ltd and submission of confirmation of deposition of payments before the due date.

Dated: \_\_\_/\_\_\_/\_\_\_\_\_

Signature of MGR/AM-Property Business

**Annexure-9.4****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 (Marbitto Vitrified Tiles)
		Nitco
2	CERAMIC TILES/PORCELAIN TILES	Kajaria
		Bell Ceramaics
		H&R Johnson (India)
		Mitco
		Regency Ceramics Ltd
		Somany
		Orient
		Kanzai Ceramic
		Raja Tiles
		Mridul Enterprises
		Italia
		Euro Tiles
		Hindustan Tiles
3	TERRAZZO TILES	Nitco
		Hindustan Tiles
4	TACTILE	Pelican Ceramic Industries Pvt Limited
		UniStone Products (India) Pvt Ltd
		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



Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
7	WOODEN FLOORS	Armstrong World Industries (India) Pvt Ltd
		Action Tesa (Action Buildwell)
		Pergo
8	PU COATED FLOORS	Cipoly Polyurethanes
		H C Associates
		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
		Ultra Tiles
OrasieGranito Limited (Marbitto 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

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
		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	POLYURETHANE PAINTS	MRF Paints
		Nerolac
		H C Associates
		Modi Industries Ltd (Paint Section)
16	WALL CARE PUTTY	J.K. White
		Unistone
		Birla (Aditya Birla Group)
		Shalimar Paints
		Gyproc Wall Putty (Saint Gobam)
17	GLASS 9Float / Toughened)	Float Glass India Ltd (Asahi float)
		Asahi Float (AIS)
		Modigaurd
		Glaverbel
		Saint Gobam
		Sejat
18	STRUCTURAL GLAZING FABRICATORS	PERMASTEELISA (INDIA) PRIVATE LIMITED
		Alufit (INDIA) Pvt Ltd
		SP Fabricators Pvt Ltd
		Alpro India
		AshooDecore (India) PvtLtd
		Innovators
		Façade India Testing Inc
19	ALUMINIMUM COMPOSITE PANEL	AlucoBond
		ReynobondMarketedd through Kawneer India Stockists (HECTAFINECONSTECH INDIA PVT LTD)
		ALPOLIC (A Mitsubishi product)
		Alsgtrong

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
		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
		MYKLaticrete
		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
		MYKLalicrote
		Toyo Ferrous Crele (P) Ltd
		Mapei
		Unistone Super Grout
27	POLY SULPHIDE SEALANTS	Pidilite
		STP Limited
		Sika
		CICO
		BASF
		FOSROC

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
		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	POLYURETHANE 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

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
		RaaVeeta
		Alpro Panels
36	COMPACT LAMINATION DOORS	Merino
		Greenlam Asia Pacific Pvt Ltd sturdo rest rooms and cubicals
		Green Ply wood
37	PRESSED STEEL DOOR FRAMES	Agew Steel Manufactures Pvt Ltd
		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
		Pafrryware
		Euro
		Somany
40	SANITARY & BATH FITTINGS	Mayur/Othello
		Jaquar and Company Pvt Ltd
		Kohler
		Kingsion (Plastocraft Sanitary India Pvt Ltd
		Cauret
		Marc
41	FRAMELESS GLASS PARTITION FIXTURES	Dorma
		Hafele
		Dorset
		Dline
		Insta Hardware
		Hardwya
42	SPIDER FITTINGS/PATCH FITTINGS	Ozone
		Kitch
		Dunex
		Dline
43	ANCHOR FASTENERS	Hilti India
		BOSCH FISCHER
		Canon Fasteners
		Axel
		Boun Group
44	STONE GLADDING	Hilti India Pvt Ltd

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
	CLAMPS	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	RCCDSPIPES (IS:458)	Pragati Jain Spun

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
		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 BITUMINOUS MEMBRANE ROOF WATERPROOFING	Multiplas Standard of Integrated Waterproofing Membrane Limited / SUPER THERMOLAY/POLYFLEX 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/vedantaBALCO
		Hindalco
64	HOLLOW SECTIONS, PIPES	Surya Pipes
		Hi - Tech pipes
		JSW
		JSPL



Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
		Bihar (Bihar Tubes Ltd)
65	M.S. TUBES/ SECTIONS	Tata Metal
		Liyod Metal
		NSL Limited
		Bihar Tube Ltd
		Swastik Pipes Ltd
		JSWISPAT
		Rana
66	SS WORKS	Dharam Industries (FABRINOX)
		Ozone
		Jindal Stainless (JSL)
67	ROOFING 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	POLYCARBONAI C SHEETS	"Lexan" (SABIC Innovative Plastics) Danpalon
70	TENSILE FABRIC	Fenan
		Mehler

**Annexure-9.5**

**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. Installation of DG set is not permitted.
3. Underground metro stations are already air-conditioned and hence separate AC is not required. In underground stations, installation of window / split AC generally are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis subject to availability of spare capacity with DMRC and DMRC reserve the right for releasing spare chilled water capacity to the licensee. BTU meter will be provided by licensee for charging the electricity of delivering tonnage to licensee by applying suitable conversion formula; the work regarding the air-conditioning which includes tapping the water from the DMRC chilled water pipe line, AHUs, FCUs and other necessary installation for air-conditioning shall be done by Licensee. Generally the operating timing of chiller at underground metro station is from 0800 hours 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 coded provisions listed DMRC specifications as per **Annexure B**, & upon payment of requisite fees of Rs.10,000/- per feeder (one feeder with energy meter).
5. DMRC provides power supply up to leased premises on chargeable basis. Subject to completion of following work by the Licensee.
  - Supply and laying of cable including end termination of suitable size (rating suitable for allowable electric load) FRLS for RC section and LSZH cable for UG section (from source to nearest point) as per standard specifications.
  - Supply and fixing of meter box, energy meter with all necessary electrical safety equipment.
  - Licensee shall extend power supply from this Meter box at his own cost and work will be done by electrical contractor having a valid Electrical contractor certificate issued by Govt. of Delhi and NCR and shall provide installation last report as per **Annexure-B**. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises, **Annexure-C**. Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at **Annexure-E**. The work executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.
6. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, energy meter, can be taken back by licensee without damaging any of the connected DMRC accessories i.e. cable trays, and false ceiling etc.
7. Power supply for fitment of leased area: If licensee desires, they may seek an electrical connection for carrying out fitment of leased area only for limited period. Electrical O&M at its own cost shall provide a connection of 2KW each for every 100 sqm. of leased area in the lease premises at the total cost of Rs.2,500/- per seven days. This arrangement shall have provision of load limitation of 2KW

only and the consumption shall be monitored and in the likely case of excess consumption, separate demand shall be raised and extra demand shall be calculated Rs.1250/- per KW for per week. Licensee may request for this connection to Electrical O&M through concerned controlling department

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



**Annexure-A****Format of Application for Power Supply**

<b><u>Name and Address of Licensee:-</u></b>			
<b>S. No.</b>	<b>Items</b>	<b>Details</b>	<b>Remarks</b>
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	
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	
12	Attach Cable layout plan (released by Electrical O&M)	Yes <input type="checkbox"/> /NO	
13	Attach Electrical Declaration on Rs.100/- Non-judicial Stamp paper As per Annexure - F or G.	Yes <input type="checkbox"/> /NO	
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	

**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**

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

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

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

**Seal & Signature of the Licensee**

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

**Annexure-C**

**SPECIFICATIONS FOR ELECTRICAL WORKS**

1. Licensee is required to obtain prior approval of DMRC before carried out any work pertain to electrical & fire. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision electric till be borne solely by the licensee. The licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station load up to 10 KVA shall 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 3-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 cores, 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 - 24 standards on flammability of material.

**Table: 1 -- Rating of Electric Items**

ELEVATED STATIONS	Power Requirement (KVA)	Rating of MCB (A, 10kA)	Rating of ELCB (A, mA)	Cable Size (Sq.mm.) DB to Licensee premises
	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

3 core Copper Conductor

	2.3 - 3.7	16	16, 30	3 Core x 4	Copper/Aluminum
	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	
<b>UNDER GROUND STATIONS</b>	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**

<b>FIRE SAFETY INSPECTION CHECK-SHEET</b>			
<b>[ For Kiosk / Shops area up to 250 m<sup>2</sup> inside station building ]</b>			
PD/PB Licensee: _____		Floor Area _____	Floors : _____ Station: _____
Line: _____		Date: _____	
S N	CHECK POINT	OBSERVATION	REMARKS
<b>KIOSKS (up to 100 m<sup>2</sup> area)</b>			
<b>1</b>	<b>Provision of fire extinguishers</b>		
a	Up to 10 m <sup>2</sup> : One ABC 2 Kg fire extinguishers m		
b	Above 10 m <sup>2</sup> and below 50 m <sup>2</sup> : One ABC 4 Kg fire extinguisher		
c	Above 50 m <sup>2</sup> and below 100 m <sup>2</sup> : One ABC 4 Kg fire extinguisher and one 9 ltr water type		
<b>SHOPS (up to 250 m<sup>2</sup> area as integrated design part of metro station)</b>			
<b>1</b>	<b>Provision of fire extinguishers</b>		
a	Up to 10 m <sup>2</sup> : One ABC 2 Kg fire extinguishers		
b	Above 10 m <sup>2</sup> and below 50 m <sup>2</sup> : One ABC 4 Kg fire extinguisher		
c	Above 50 m <sup>2</sup> and below 100 m <sup>2</sup> : One ABC 4 Kg fire extinguisher and one 9 ltr water type extinguisher		
d	Above 100 m <sup>2</sup> and below 250 m <sup>2</sup> : Atleast two ABC 4 Kg fire extinguisher and two 9 ltr water type extinguisher		
<b>2</b>	<b>Provision of smoke detector</b>		
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		
<b>3</b>	<b>Provision of sprinklers</b>		
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		
<b>OTHER CHECK POINTS</b>			
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 ?		
<b>Note:</b> For bigger commercial spaces, i.e. More than 250 m <sup>2</sup> area, joint inspection will be conducted on the basis state fire service's issued directives and approved plan for execution by licensee.			
<b>DMRC Inspecting Officials Details:</b>		<b>Licensee Details:</b>	
Sign : _____	Sign : _____	Sign : _____	
Name : _____	Name : _____	Name : _____	
Emp ID : _____	Emp ID : _____	Emp ID : _____	
Department : Fire Wing	Department : PD / PB	Licensee : _____	

**Annexure-C/I****List of Approved Makes**

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

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

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

**Annexure-D**

**SPECIFICATION OF AIR CONDITIONER**

Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-22 suitable for wall mounting and conforming to following specifications. 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 / sqm 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 m. 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-24 . For impact resistance the unit duly packed, when dropped from a height of 1m. 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 diameter flexible PVC pipe).
  - v) Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect both the units with each other.
16. Installation: Location of ODU is to be finalized after approval from DMRC. The installation at site shall comprise the following work:
  - (i) Mounting/Fitting indoor & outdoor units at the respective locations.
  - (ii) Laying refrigerant—piping and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
  - (iii) Insulating the suction pipe with expanded polyethylene foam 5mm tubing or other suitable.
  - (iv) Laying 15mm drain pipe to throw out the condensate water being formed in the indoor unit and connecting it to station drain.

- (v) Leak testing the entire system.
- (vi) Charging Refrigerant-gas in the unit.
- (vii) Suitable electric wiring between indoor and outdoor, upto switch AT location of indoor unit. Switch/Socket/Plug are also included.



**Annexure-E**

**Fire Safety Requirements**

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

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

**Telecom Tower/Masts:** This category includes Towers/Masts, under this category; specifications of fire Extinguishers required are detailed in below given Table:

1.	Type of Fire extinguisher	"ABC"
2.	Quantity	Two (2)
3.	Capacity	4 Kg

Fire extinguishers should be inspected at least once a year and service slip from an authorized agency should be pasted on the extinguisher mentioning the date of last inspection.

Fire extinguisher must be refilled every Three (3) years.

Fire extinguishers should be kept in shaded area.

**Annexure-F**

**Declaration**

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

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

**OR**

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

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

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

The Bidder hereby agrees and undertakes:

1. That the Bidder desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. That the Bidder shall have no objection for the DISCOMs to carry out Inspections of the Bidders' Meters & equipment & any Observation made by such Agencies, which are acceptable to DMRC, shall be binding on the Bidder for Attention/Compliance.
3. That DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Bidder, if the Bidder is in default of payment of the due charges.
4. That the Bidder shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly/Bi-monthly Bill. Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary.
5. That all or any taxes/duties, as may be levied on the supply of electricity to the Bidder by DMRC, shall be paid and borne by the Bidder.
6. That the Bidder agrees that DMRC would accept an application from the Bidder for reduction in load only after two years from the original sanction. All applications for load enhancement by the Bidder would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Bidder's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Bidder on this account. Further, the Bidder agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the Bidder, all the loss shall be borne by the Bidder.
9. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Bidder.
10. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the Bidder.
11. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
12. That DMRC shall not be responsible for any interruption/diminution of supply.

13. Others:
- 13.1 Licensee shall have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the Bidder. The meter shall be 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/capping. 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/Sqm of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Licensee shall be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
  - 13.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection shall be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit after adjustment of all dues what so ever.
  - 13.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, suitable action shall be taken to respective State Electricity Act.
14. That the Bidder shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Bidder's premises.
15. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.
16. That the supply shall not be extended/ sublet to any other premises.



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

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

Date:

Place:

**Signature of Bidder  
(Full name)**

Signed and delivered in the presence of:

Witness 1

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Witness 2

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone No. \_\_\_\_\_

**List of Documents to be submitted along with Declaration**

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



**DECLARATION**

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

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

**OR**

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

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

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

The Bidder hereby agrees and undertakes:

1. That the Bidder desires to have and agrees with DMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. That the Bidder shall have no objection for the DISCOMs to carry out Inspections of the Bidders' Meters & Equipments & Any Observation made by such Agencies, which are acceptable to DMRC, shall be binding on the Bidder for Attention/Compliance.
3. That DMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Bidder, if the Bidder is in default of payment of the due charges.
4. That the Bidder shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by DMRC before the last date mentioned in such Monthly/Bi-monthly Bill. Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. DMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary.
5. That all or any taxes/duties, as may be levied on the supply of electricity to the Bidder by DMRC, shall be paid and borne by the Bidder.
6. That the Bidder agrees that DMRC would accept an application from the Bidder for reduction in load only after two years from the original sanction. All applications for load enhancement by the Bidder would be dealt with by DMRC as a new connection and DMRC would follow the procedure as in the case of a new connection.
7. That DMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Bidder's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify DMRC against any loss accrued to the Bidder on this account. Further, the Bidder agrees that if there is any harm/loss to the property of DMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the Bidder, all the loss shall be borne by the Bidder.
9. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Bidder.
10. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the bidder.
11. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
12. That DMRC shall not be responsible for any interruption/diminution of supply.

13. Others

- 13.1 From the DMRC DB to main MCB / MCB of shops only XLPE insulated armored copper conductor FRLS/ LSZH (as applicable) cables shall be used. Licensee shall have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the Bidder. The meter shall be installed and sealed by DMRC, either within the premises of the Bidder or at a common meter room/board (Common meter room is locked & key, access is not permitted to licensee). Bidder shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
  - 13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Bidder. Approval shall be taken from DMRC O&M wing. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damage, compensating or any other consideration what so ever on account of time and cost associated in making provision of electricity.
  - 13.3 That the use of any PVC material is not permitted in the underground stations.
  - 13.4 Licensee shall also do wiring within his shop/stall/KIOSK by using GI conduit. The Licensee shall use FRZHLs copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).
  - 13.5 DMRC shall provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10 KW, Electrical load requirement exceeding 10 KW shall be given on 3-phase, 415V, 50Hz subject to availability.
  - 13.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
  - 13.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee shall only be the permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system shall also be taken as a part of total connected load.
  - 13.8 The Total Demand Load & Total Connected load shall be treated as same. Licensee shall have to pay applicable demand charges as per the Total Connected load only.
  - 13.9 Licensee shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
  - 13.10 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder shall be submitted by the Licensee.
  - 13.11 Fire Extinguisher: Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
  - 13.12 Licensee shall not be allowed to provide Room Heating appliance of any kind.
  - 13.13 The power shall be supplied normally at the rate of 0.2 KVA/sq. m. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 5 KVA on single phase and thereafter on three phase system if required by the Licensee shall be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
  - 13.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection shall be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security 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.
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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.
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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:

**(Full name)**

**Signature of Bidder**

Signed and delivered in the presence of:

Witness 1

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Witness 2

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone No. \_\_\_\_\_

**List of Documents to be submitted along with Declaration**

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

**Annexure-10**

**(A).Format for Handing/Taking Over for Space at Station for backhaul equipment.**

Pillars/Sites admeasuring \_\_\_\_ x \_\_\_\_ = \_\_\_\_ Sqm. at \_\_\_\_\_ Metro Station of DMRC is handed over to Sh. \_\_\_\_\_ of M/s \_\_\_\_\_ on date \_\_\_\_\_ at \_\_\_\_\_ hrs. in the presence of PB,E&M,S&T, Works and Station Manager.

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

**Licensee** **PB cell** **Civil**  
**E&M** **S&T** **SM/On Duty SC**

**(B).Format for Handing/Taking Over of Pillars for Placement and Operation of Light Weight Telecom Equipments.**

Sr. No	Station (From)	Station (To)	Distance (optional)	Pillar No. (From)	Pillar No. (To)	No. of Pillars Handed Over in Section	Total No. of Pillars Handed Over in Schedule	Remarks, If any

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

**Licensee** **PB cell** **Civil**  
**E&M** **S&T** **SM/On Duty SC**

**\*\*\*End of the Document\*\***