

DELHI METRO RAIL CORPORATION LIMITED



Tender Document for Licensing of Bare Commercial Spaces at Supreme Court Metro Station on Line-3 of DMRC through Open e-Tender in Single schedule

(Tender Document)

Tender No. 12330514/BS

2023

DELHI METRO RAIL CORPORATION LIMITED

Property Business Wing

Metro Bhawan

Fire Brigade Lane, Barakhamba Road

New Delhi-110001

India

**Tender Document for Licensing of Bare
Commercial Spaces at Supreme Court Metro
Station on Line-3 of DMRC through Open e-Tender
in Single schedule**

Name and address of the Bidder to whom issued:

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

Date of issue.....

Issued by.....

Tender Document Cost: Rs **23600/-** inclusive of 18% GST, which is non refundable.

DISCLAIMER

- I. This Tender Document for **“Licensing of Bare Commercial Spaces at Supreme Court Metro Station on Line-3 of DMRC in Single schedule”** contains brief information about the available space, Qualification, Eligibility Requirements and the Selection process for the successful bidder. The purpose of the Tender Document is to provide bidders with information to assist the formulation of their bid application (the ‘Bid’).
- II. The information contained in this Tender Document or subsequently provided to interested parties {the “Bidder(s)”, in writing by or on behalf of Delhi Metro Rail Corporation Ltd. (DMRC) is provided to Bidder(s) on the terms and conditions set out in the Tender Document and any other terms and conditions subject to which such information is provided.
- III. This Tender Document does not purport to contain all the information that each Bidder may require in this regard. This Tender Document has been prepared with a view to provide the relevant information about the bare commercial spaces available at Supreme Court Metro Station on Line-3 of DMRC. DMRC advises each Bidder to conduct their own investigations and analysis and satisfy themselves of the accuracy, reliability and completeness of the information in this Tender Document and to obtain independent advice from appropriate sources for preparation of its bid. DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy, reliability or completeness of the information provided in this Tender Document.
- IV. Intimation of discrepancies in the Tender Document, if any, may be given before the pre-bid meeting, by the Bidders, to the office of the DMRC. If DMRC receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the Tender Document.
- V. Any character or requirement for the said bare commercial spaces, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.
- VI. This Tender Document is not an agreement and is not an offer or invitation by DMRC to any party. The terms for development of bare commercial spaces and the rights of the successful Bidder in this regard shall be as set out in separate agreement executed between DMRC and the successful Bidder, broadly in the format set out herein.
- VII. DMRC reserves the right to accept or reject any or all Bids without assigning any reasons, thereof. DMRC shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Tender Document.

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CHAPTER 1**Introduction**

- 1.1 Delhi Metro Rail Corporation Limited (DMRC), a joint venture of the Government of India (GoI) and the Government of the National Capital Territory of Delhi (GNCTD) has completed the Phase I, Phase II and Phase III of the Delhi Metro and is currently engaged in the construction work of Phase IV of the MRTS project.
- 1.2 As part of its existing mandate Delhi Metro Rail Corporation Limited (DMRC) has also undertaken to capture value from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation, and on the other hand facilitates DMRC commuters by providing one stop solution for most of their needs. It also provides incentive for private sector participant developers. Through this Bid, DMRC intends to select a 'Licensee/s' to take up on 'License Basis' as mentioned in Annexure-1, **The Bare Commercial Spaces at Supreme Court Metro Station on Line-3.**
- 1.3 **Supreme Court Metro Station** is a part of the Blue Line which is operating between Dwarka Sec-21 to Noida City Center of DMRC network. It is an Elevated metro station of Delhi MRTS. The station is situated near to Supreme Court of India, Pargati Maidan and close proximity to Connaught Place, ITO, Daryaganj, Paharganj, etc and is easily accessible by roads, Metro Trains, Trains, etc from whole Delhi. The approximate area available for licensing in Single schedule i.e, is here as under:

S.No.	Location	Total Area (in sqm)
1	Ground Floor	40.00(04 units of 4m*2.5 m(each))

- 1.4 The information document covering the purpose of the license, details of space available at Supreme Court Metro Station etc. may be downloaded from the website <https://eprocure.gov.in/eprocure/app>.

Notice Inviting Bids

2.1. DMRC invites open E-Tenders/bids from suitable Bidders who may be a sole proprietorship firm, a partnership firm body of individuals(BOI), association of persons (AOP), NBFC, Banks, Society, NGO, any legal entity registered under Law or a company having registered office in India & incorporated under the companies act 1956/2013 or a combination of above in the form of Joint Venture (JV) or Consortium for selection of a Licensee to grant Licensing Rights of Bare Commercial Spaces at Supreme Court Metro Station on Line-3 of DMRC in Single schedule on “as is where is basis” for commercial activities except banned list of usages as detailed in Annexure 11 of RFP & Annexure-II of draft license agreement.

- a) The bidder may be any entity which is a sole proprietorship firm, a partnership firm or a company having registered office in India & incorporated under the companies act 1956/2013 or a combination of above in the form of Joint Venture (JV) or Consortium.
- b) Bid by a JV/Consortium of firms: In case of a bid by a JV/Consortium of firms, following shall be abide by the participant/s:

- i. For the purpose of evaluation of the consortium, each member’s contribution towards the turnover shall be considered in the same ratio of their equity participation in the JV/Consortiums.

Illustration: Say if ‘A’ and ‘B’ are two members of JV, ‘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.

- ii. The Lead Member of the JV/Consortium shall maintain a minimum equity stake 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 Breaches/Surrender/Termination of License Agreement and Successful Bidder/ Licensee’s event of default entitling DMRC to encash the Interest Free Security Deposit/ Performance Security and or to terminate the License Agreement after 30 (thirty) days notice.
- iv. Minimum percentage stake of any member in JV/ Consortium during license period (including lock-in period) shall not be less than 15%.
- v. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
- vi. All members of such entity shall be jointly and severely liable for the performance of license agreement.

- c) A bidder 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.
 - d) 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 Organisation (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 bidder/s (including any member in case of JV/ Consortium) as on the date of tender submission. The tenderer shall submit an undertaking to this effect, as per Annexure -8 of tender document.
 - (ii) Also no contract of bidder/s / tenderer executed in either individually or in a JV/ Consortium, should have been rescinded/ terminated by DMRC after award during last 3 (three) years (from the last day of previous month of tender submission) due to non-performance of the bidder/s / tenderer or any of JV/ Consortium members. The bidder/s should submit undertaking to this effect as per Annexure 8.
 - (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 bare commercial spaces and forfeit the Interest Free Security Deposit after adjusting any dues payable by the successful bidder/ licensee. The bidder/s should submit undertaking to this effect, as per Annexure-8.
 - e) The bidders shall enclose with their application an undertaking stating/providing that all the necessary supporting documents, including duly certified audited accounts and financial statements have been provided.
- 2.2. DMRC shall receive Bids pursuant to this Tender Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall upload their bids in accordance with such terms on or before the date specified in this document. The Bidders are advised to visit the DMRC premises at the site and familiarise themselves with the proposed arrangements and all activities necessary in this regard.
- 2.3. Salient features of Bidding Process:
- a) DMRC has adopted a single-stage two packet bidding process for selection of a suitable highest bidder to grant Licensing Rights of pre-identified commercial spaces at Supreme Court Metro Station on Line-3 of DMRC, as detailed in Annexure -I.
 - b) The bidder/s may participate & bid for all the 04 bare spaces offered in Single schedule. The bidder shall submit the bid security of/for given schedule for which bid has been submitted, along with bid application as mentioned below-

S.No.	Station	Location	Total Area (sqm)	Tenure (Years)	Bid Security (Rs.)
1.	Supreme Court Metro Station	Ground Floor	40.00 (04 units of 4m*2.5 m(each))	9+6	143900/-

The aforementioned bid security amount shall be paid in the form of RTGS/NEFT/ECS mode of payments. No other mode of payment will be accepted. **The Application/bid shall be summarily rejected if it is not accompanied with the above bid security of/for given schedule and tender cost.** The bid security of the successful bidder/s shall be adjusted against the Interest Free Security Deposit amount as per the License Agreement. The bid security of unsuccessful bidder/s shall be refunded after award of contract, without considering any interest, thereon. If the bidder withdraws his bid at any stage, his Bid Security amount shall be forfeited by DMRC.

- c) Tender Document (non-transferable) can be downloaded from the web site <https://eprocure.gov.in/eprocure/app>. Cost of Tender Document (Non-refundable) is Rupees 23600/- (including 18% GST).
- d) The payment of the tender cost is acceptable 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.
- e) Bidders to note that the payment of tender security shall be made from the account of bidder 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.
- f) Tender Document Cost and bid security shall only be submitted in the form of e mode such as RTGS, NEFT & IMPS etc. in the following bank of DMRC:

Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC Code
Union Bank of India	F-14/15, Connaught Place, New Delhi - 110001	DMRC Limited, Property Business Account No. 307801110050003	Current Account	UBIN0530786

No other mode of payment will be accepted. The bidders will be required to upload scanned copies of transaction of payment of tender document cost/tender fee and bid security **including e-receipt (clearly indicating UTR No. and tender reference i.e 12330514/BS which** must be entered in remarks at the time of online transaction of payment, (failing which payment may not be considered) and is to be uploaded in the online bid submission. Hard copies of transaction payment are not required to be sent to the office of Executive Director/Property Business. To avoid any discrepancies in reconciliation of GST, the tender cost may be submitted by

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

The details of actual submission of the tender cost and bid security must match with the details of the uploaded documents at the time of bid submission as stated above, failing which the payment may not be considered in online bid submission.

- g) 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 to the prospective Bidders in this regard.
- h) Schedule of Bidding Process for tender:

Start of sale of Tender Document to Bidders	From 29.12.2023 upto 29.01.2024 1530hrs on e-Tendering website https://eprocure.gov.in/eprocure/app For further information on this regard bidders are advised to contact on 23417910-12 (Ext: 534763& 534788), For technical queries related to Central Procurement Portal, Help Desk No: 0120-4200462, 0120-4001002
Cost of Tender Document (Non-refundable)	Non – Refundable Tender Document Cost of Rs. 23600/- inclusive of 18% GST) shall only be accepted online only in form of NEFT/RTGS/IMPS on or before 1530 hours on 29.01.2023 and receipt and details of Tender Document Cost paid have to be uploaded on the web-site upto 1530 hours on or before 29.01.2024
Bid Security	Bid Security as indicating in clause No. 2.3 (b) shall only be accepted in form of NEFT/RTGS/IMPS on or before 1530 hours on 29.01.2024 and receipt and details of Bid Security submitted have to be uploaded on the web-site upto 1530 hours on or before 29.01.2024
Site Visit	05.01.2024 at 1000 hrs. at Customer Care Center, Supreme Court Metro Station.
Pre-Bid Conference	08.01.2024 at 1130 hrs. in Meeting Room, 3 rd floor, Metro Bhawan, Barakhamba Road, New Delhi- 110001. Further bidders are requested to send Pre-Bid queries on the registered official email of DMRC i.e, pbidders@dmrc.org latest by 1730 hrs on 09.01.2024 . Queries received after 1730 hrs on 09.01.2024 shall not be entertained. Seeking clarification by fax or post will not be considered.
Last date of receiving queries	Latest by 1730hrs on 09.01.2024
DMRC's response to queries by	16.01.2024
Start Date & Time of Submission (e-tender) of Bid (online only)	17.01.2024 from 1530hrs
Last Date & Time of Submission (e-tender) of Bid (online only)	29.01.2024 -up to 1530hrs
Date & Time of Opening of Bids	1530 hrs on 30.01.2024
Validity of Bids	180 days from bid submission date

- i.) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

Stage of Activity	Time Period
Payment of Interest Free Security Deposit to DMRC by Successful Bidder.	Within 30 days of date of issue of Letter of Acceptance
Signing of License Agreement	Within 30 days of receipt of payments as per Letter of Acceptance.
Physical or Actual Handing Over of Licensed space	<ol style="list-style-type: none"> 1. If the licensee makes LOA payments in first 30 days of issue of LOA, the licensed space must be taken over by licensee after execution of License Agreement and within 67 days of issue of LOA. 2. If the licensee makes LOA payment beyond 30 days and in 60 days of issue of LOA, i.e. with applicable interest, the licensed space must be taken over by licensee after execution of license agreement and within 97 days of issue of LOA.
Deemed Handing Over of Licensed Space	<ol style="list-style-type: none"> 3. If Licensee fails to Take over of Licensed Space as per point 1 (of Physical or Actual Handing Over of Licensed space) above, the licensed space shall be Deemed Handed Over by DMRC on 68th day of issue of LOA. 4. If Licensee fails to take over of Licensed Space as per point 2 (of Physical or Actual Handing Over of Licensed space) above, or any extension of time for LOA payments has been granted by DMRC, the licensed space shall be Deemed Handed Over by DMRC on 98th day of issue of LOA.
Registration of License Agreement	Within 30 days of signing of License Agreement.
Payment of Advance Quarterly License Fee for 1 st Quarter	Within 45 days of date of handing over of the bare commercial space of respective schedule
Commencement of License Fee	Immediately after 45 days fitment period of respective schedule i.e. w.e.f 46 th day of handing over/deemed handing over of space or start of commercial operation whichever is earlier.

- j.) Registration of License Agreement: The registration of License Agreement of the respective schedule as applicable shall be done within 30 (thirty) days of signing of License Agreement of the respective schedule by the successful bidder/ licensee (registration fees, stamp duty etc to be fully borne by the successful bidder/ licensee) and the duly registered documents are to be submitted to DMRC immediately for records. Any amendment in the Contract /License Agreement, if required to be registered, shall also be registered within 30 (thirty) days from the date of amendment and duly registered documents shall be submitted to DMRC for records. In case the registration of the License Agreement/ Amendment is not done within the 30 (thirty) days for signing of License Agreement/ Amendment, it shall be treated as “Breaches/Surrender/Termination of License Agreement” in terms of Clause No. 12.2(p) of Draft License Agreement. The Successful Bidder/ Licensee will be given 30 (thirty) days time to cure the default in terms of Clauses No. 12.3 of Draft License Agreement. In case Successful Bidder/ Licensee fails to remedy the default to the satisfaction of the DMRC within the cure period of 30 days, DMRC may terminate the License Agreement of respective schedule after the expiry of cure period duly forfeiting the Interest Free Security Deposit/Performance Security and

- any other amount paid by the Successful Bidder/ Licensee.
- 2.4 Addendum/Corrigendum, if any, will be placed on DMRC website only from time to time. Tender Document can also be downloaded from the website <https://eprocure.gov.in/eprocure/app> and may be submitted along with document cost at the time of submission of bids. **Late / delayed bid received after the stipulated date and time of submission of tender shall be out rightly rejected.**
 - 2.5 DMRC has adopted a single stage **two packet** Bidding Process to select suitable highest Bidder for licensing of bare commercial spaces at Supreme Court Metro Station of Blue Line of DMRC network.
 - 2.6 The Bidder may obtain further information/ clarification, if any, in respect of Tender documents from the office of DGM/PB-I, DMRC, 3rd floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi.
 - 2.7 The intending Bidder must be registered on e-Tendering portal <https://eprocure.gov.in/eprocure/app>. Those who are not registered on the e-Tendering portal required to be registered beforehand. After registration the Bidder will get User Id and Password. On login, Bidder can participate in Tendering process and can witness various activities of the process.
 - 2.8 The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid *Class II or Class III Certificates with signing key usage* digital signature. The bid document can only be downloaded or uploaded using *Class II or Class III Certificates with signing key usage* digital signature of the authorized signatory.
 - 2.9 Bid submissions will be made online after uploading the mandatory scanned documents towards cost of tender documents such as RTGS/ NEFT/IMPS details, bid security amount for the respective schedule for which bid is submitted and other documents as stated in the Tender document.
 - 2.10 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidder shall have any cause of action or claim against the DMRC for rejection of their bids.
 - 2.11 All the uploaded files in tender submission should be named properly and arrange systematically. No special character/space should be there in the uploaded file name.
 - 2.12 After successful completion of processing of tender, 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.
 - 2.13 The bidders are advised to keep in touch with e-Tendering portal <https://eprocure.gov.in/eprocure/app> and www.delhimetrorail.com/tenders.aspx for updates.
 - 2.14 The licensee has to comply with rules and regulations of safety and health management policy of DMRC enclosed and the same shall be read be in conjunction with Tender Document (uploaded separately).
 - 2.15 In case of any grievances/ complaints regarding this tender, the bidders are advised to contact:

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

2.) Chief Vigilance Officer
DMRC Limited,
1st Floor,
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>

HOD
(Property Business)
Delhi Metro Rail Corporation Limited

Tender Document

CHAPTER 3

Terms and Conditions

3.1 Scope of the work:

Successful bidder shall have the rights to utilize the said bare commercial spaces as offered in this tender document, as detailed at Annexure-I, for commercial purpose except for banned usage/ negative list as per Annexure –11 subject to the terms and conditions as specified by DMRC. Summary of scope of license is as under:

- a) The offered spaces as detailed in Annexure -1 of tender document will be provided on **“as is where is” basis**. It is successful bidder’s responsibility to develop the entire offered scheduled space at their own cost as per DMRC specifications, operational and other feasibility and after obtaining prior approval from DMRC. Successful bidder shall be permitted to develop the offered bare spaces by creating only temporary structures as per DMRC specifications.
- b) Notwithstanding anything mentioned above, the successful bidder/s is required to adhere to the provisions of the prevailing master plan and the building bye-laws of the authorities having jurisdiction over the scheduled tendered space for the development works to be undertaken.
- c) The successful bidder/s shall obtain all clearances and sanctions as required from the competent authorities for building sub-plans, utilities, fire fighting, etc. at its own cost. It is to be clearly understood that all such clearances are to be obtained by the successful bidder/s and the DMRC may only provide assistance wherever possible without any obligation.
- d) Procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities concerned, to be able to use the scheduled tendered space for desired commercial purposes/ business, will be sole responsibility of the successful bidder/s. DMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.
- e) Fire fighting and other infrastructure so created within the scheduled tendered space must be integrated with that already provided /planned for Supreme Court Metro Station of Line-3 by DMRC.
- f) The successful bidder/s shall at all times adhere to all provisions of the Delhi Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by DMRC in this regard.
- g) Marketing / Promoting / Sub- licensing of the offered scheduled spaces as specified in this tender document. Except for sub- licensing the use of the scheduled tendered space as per the terms of this tender document, the successful

bidder/s shall not assign any of its rights, or interest in respective license agreement in favour of any company/person(s) at any time and for any reasons whatsoever.

- h) Under no circumstances, shall the tendered space or facilities constructed or installed at the scheduled licensed space / tendered space be mortgaged, charged or otherwise put under any lien (including negative lien), nor shall any charge or encumbrance be created or agreed to be created in favour of any person, including the Lenders/ Financial Institution (s)/ Banks etc.
 - i) The successful bidder/s shall be responsible for obtaining fire NOC for their licensed area/space from Delhi Fire Services.
 - j) Comply with all statutory requirements in connection with this tender document.
 - k) Payment of all statutory taxes, Goods & Service Tax (GST), local levies, statutory dues, etc. as and when due and as applicable.
- 3.2 There shall be a lock in period of 2 (Two) years from the date of commencement of license agreement/ handing over of licensed space.
- 3.3 No partial surrender of licensed space within the respective licensed schedule shall be permitted.
- 3.4 For detailed terms & conditions, kindly refer Draft License Agreement annexed at Annexure -16.

CHAPTER 4**Submission & Evaluation of Bids by Bidders**

4.1 No Bidder shall submit more than one bid.

4.2 Notwithstanding anything to the contrary contained in this tender document, the detailed terms specified in the draft license agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the bidder hereunder shall continue to have effect in addition to its obligations under the license agreement.

4.3 The bids should be furnished in the format at/as per Annexure of RFP (As applicable) & as per clause 2.3 (a) of RFP clearly indicating the financial offer in both figures and words, in Indian Rupees, as well as providing details for fulfilling the eligibility criteria and signed by the bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

4.4 Bid Variable:

The bidder shall be required to quote the rate of license fees, in both words as well as figures, payable for per sqm per month for the area of bare space as per Annexure-5 of RFP of the schedule-I, which shall be increased by 5% on compounding basis after completion of every 01 (one) year of license period. If there is a discrepancy between words and figures, the amount quoted in words shall prevail.

4.5 Bid Security:

The Bidder shall submit the bid security of the bidding schedules along with the Bid Application as mentioned below:

S.No.	Station	Location	Total Area (sqm)	Tenure (Years)	Bid Security (Rs.)
1.	Supreme Court	Ground Floor	40.00(04 units of 4m*2.5 m(each)	9+6	143900/-

The Bid Security shall be payable in the form of a through RTGS/ NEFT/ IMPS or online mode of payment only for credit to the designated account of Delhi Metro Rail Corporation Ltd. as detailed in clause 2.3(f) of this RFP. No other mode of payment will be accepted. The bid offer shall be valid for a period not less than One Hundred Eighty (180) days from bid due date. The bid security of the selected bidder shall be adjusted against the Interest Free Security Deposit due as per the License Agreement. The bid security of unsuccessful bidders shall be refunded after award of License, without considering any interest thereon. The Bid shall be summarily rejected if it is not accompanied by the relevant & stipulated Bid Security as given above. If the bidder withdraws their bid at any stage, their Bid Security amount shall be forfeited by DMRC.

4.6 The Bidder should submit a Power of Attorney as per the format at Annexure-4, authorising the signatory of the Bid to commit the Bidder.

4.7 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be made in English language.

4.8 The bid shall be submitted by a bidder in two parts under a single stage 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 prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same date as mentioned in the Tender Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with their Bid an undertaking stating that all the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors have been provided.

4.9 Technical Bid:

The Bidder shall on or before the date and time given in the Notice Inviting Tender, upload their Tender on e-Tendering portal <https://eprocure.gov.in/eprocure/app>. The Bidder shall ensure that a receipt is obtained for the submission of their Tender. Such receipt is being issued free of charge. The Bidder shall upload scanned copies of, subject to maximum of, following documents in Technical Bid:

- a.) Tender Document Cost deposit slip along with account statement reflecting the said payment transition.
- b.) Bid Security Cost deposit slip along with account statement reflecting the said payment transition.
- c.) Letter Comprising Bid (Annexure-2, On Official letterhead of the Bidder)
- d.) General Information of Bidder (Annexure-3)
- e.) Power of Attorney of Bidder (Annexure-4)
- f.) Financial Bid (Annexure-5) & Undertaking for not being banned from business (Annexure-8)
- g.) Certified copies of Memorandum and Articles of Association in case of companies or bodies corporate and copy of partnership deed in case of a Partnership Firm.
- h.) In case of JV/Consortium, Annexure- 6, 7 and 9. But Affidavit Cum Undertaking (Annexure-8) is to be submitted by all the bidders.
- i.) Self attested copies of the PAN Card and Goods and Service Tax (GST) Registration Certificate (of lead member in case of JV/Consortium).
- j.) In addition, a declaration by the bidders, as per Annexure -10, must be submitted stating that the Tender document has been downloaded from official website of e-Tendering portal <https://eprocure.gov.in/eprocure/app> and no changes, whatsoever, have been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.
- k.) Undertaking (Annexure 12A & 12B)
- l.) Undertaking for Responsibility(For Bidder) (Annexure-13)
- m.) Details of Bank Account for refund of Tender Security/EMD
- n.) 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.
- o.) The successful bidder shall have to submit the set of the entire tender document duly signed and stamped after opening of financial bid.
- p.) The Applicant shall upload audited financial statements duly certified by its Statutory Auditor including Profit & Loss account statement of last three financial years i.e. 2020-21, 2021-22 & 2022-23 and information as per Annexure-15 The Applicant shall submit the audited annual reports/ financial statements of last 3 financial years. (In the present case, it shall be for, F.Y. 2020-21, 2021-22 & 2022-23) along with certificate from statutory auditor/ chartered accountant as per Annexure -15. In case of

JV/consortium, the financial audited reports of each relevant member of the consortium for last 3 years as above shall be submitted. If audited report/ financial statements for the latest F.Y. 2022-23 is not yet audited, then the Applicant (s) is required to submit financial statement / reports for F.Y. 2019-20 ,2020-21 & 2021-22 along with an affidavit and a certificate from statutory auditor certifying that the balance sheet for F.Y. 2022-23 has not been audited so far. In case audited financial statements of last 3(three) preceding years other than the last/ latest financial year i.e. 2022-23, are not submitted, the bid shall be considered as non-responsible and shall not be considered for evaluation

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 P&L account etc, the data from the audited balance sheets & P/L account shall prevail.

4.10 Financial Bid:

The financial bid shall be filled in the Bill of Quantity (BOQ) format available on <https://eprocure.gov.in/eprocure/app>. The bidder shall be required to quote the rate of license fees, in both words as well as in figures, payable for per sqm per month as per clause 4.4 (Bid variable) of this RFP.

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

4.12 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.

4.13 Cost of Bidding:

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

4.14 Site visit and verification of information:

Bidders are advised to submit their respective Bids after visiting site and ascertaining themselves with the conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to station/ space, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

4.15 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 Tender Document;
- d) satisfied itself about all matters, things and information hereinabove 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 of 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.

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

4.17 Verification and Disqualification:

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

4.18 Amendment/s in Tender Document:

- h) At any time prior to the Due Date for submission of bid, DMRC may, for any reason, modify the Tender Document by the issuance of Addenda/ Corrigenda.
- i) Any Addendum/ Corrigendum issued hereunder shall be uploaded on <https://eprocure.gov.in/eprocure/app>.
- j) 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 submission Due Date.

4.19 Preparation and Submission of Bids:

- a) Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender Document as per the format/s.
- b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorised 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 initialled by the person(s) signing the Bid.
- c) The Bidders who have downloaded the Tender Document from the DMRC's website / Tender Wizard's site, should carefully note the following instructions:

- i. The Bidders should ensure that the complete Tender Document has been downloaded.
 - ii. The printout of Tender Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on DMRC's website. The print should be legible and indelible.
 - iii. The downloaded Tender Documents should have tamper proof binding. Loose/spiral bound Tender Documents shall be rejected out-rightly.
 - iv. In case of any correction/addition/alteration/omission in the Tender Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.
- 4.20 Uploading of Application: Bidder shall upload the Application in the formats specified in Annexure together with the documents specified above.
- 4.21 All correspondence shall be address to:
- Executive Director/Property Business,
3rdFloor, 'A' Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110 001**
- 4.22 Bid documents submitted by fax, telex, telegram, mail or e-mail shall not be entertained and shall be summarily rejected. Bid documents received after the due date shall be summarily rejected. Application received without tender cost and requisite bid security amount for which bid has been submitted shall be summarily rejected.
- 4.23 Bid Submission Date: The Bid should be uploaded before due date and time as detailed in this Tender document. Any bid application received after due date and time as prescribed in Tender document shall be summarily rejected.
- 4.24 DMRC shall open the Technical Bids on the Due Date of Bid Submission, at the place & time specified in this document and in the presence of the Bidders who choose to attend. DMRC will subsequently examine and evaluate the Technical Bids in accordance with the Eligibility Criteria set out in this Tender document.
- 4.25 The Financial Bid shall be opened on a subsequent date after evaluation of Technical eligibility. Financial Bids of only those Bidders whose submissions are found technically eligible, shall be opened. The offer of Bidder, who does not fulfil the technical eligibility , shall be summarily rejected.
- 4.26 To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 4.27 Evaluation of Bid: The evaluation and assessment for the selection of the Bidder shall be based on the Bid Variable i.e. the rate of License Fee quoted by the Bidder. The Technically Eligible Bidder, quoting the highest rate of License fee per sqm/month, shall be the highest Bidder whose offer shall be evaluated and assessed by DMRC. In case, the offers/bids of 2 (two) bidders or more bidders are equal for any schedule and the same is H-1, then the bidder having highest turnover in last three financial years shall be considered for grant of license for the schedule.

- 4.28 After evaluation of Bids, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DMRC to the Successful Bidder and the Selected Bidder/ Licensee shall, within 7 (seven) days of the date of issue of the LOA, sign the duplicate copy of the LOA along with the stamp and return the duplicate copy of the LOA to DMRC as a token of unconditional acceptance and acknowledgement thereof. In the event the duplicate copy of the LOA duly signed and stamped by the Selected Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, cancel & withdraw the LOA and forfeit the bid security and any other payment made to DMRC and take appropriate action against such Bidder as per provisions of this tender document as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.
- 4.29 Successful Bidder is required to deposit Interest Free Security Deposit / Any other amount required within stipulated time period as mentioned in LOA i.e. within 30 (thirty) days of date of issuance of LOA (excluding the date of issue of LOA). Any request of successful bidder for seeking clarification/approval/document from DMRC shall be considered only after submission of requisite LOA payment. In case successful bidder fails to submit the due payments as advised in the LOA within 30 (thirty) days time period, same can also be submitted with penal interest as detailed below:

Days from issuance of LOA	Rate of Interest
Up to 30 days	NIL
Delay upto 15 days (31 st to 45 th day)	@ 18% per annum
Delay beyond 15 days (46 th to 60 th day)	@ 24% per annum

The aforementioned interest is excluding GST and shall be charged for the entire period from the date of issue of LOA and on the balance amount remaining unpaid as per the LOA. The amount of Penal interest shall be submitted in the form of Demand Draft/Pay Order/RTGS/NEFT only, in favour of DMRC Ltd. and payable at New Delhi.

Union Bank of India, F-14/15, Connaught Place, New Delhi, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003.

- 4.30 If the successful bidder/licensee fails to submit the required aforesaid security deposit/ any other amount required in terms and conditions of LOA, within 60 days of issue of LOA, the LOA may be cancelled and EMD and any other amount submitted may be forfeited by DMRC and action shall be taken as per provisions/clauses of this tender document. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.
No other mode of payment will be accepted. The bidders will be required to upload scanned copies of transaction of payment of tender cost at the time of bid submission.
- 4.31 Notwithstanding anything contained in this Tender Document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that DMRC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 4.32 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.

Tender Document

CHAPTER – 5**Instructions to Applicants**

- 5.1 All information covering the purpose of the license, details of space available etc. may be downloaded from the website <https://eprocure.gov.in/eprocure/app>.
- 5.2 This Tender Document does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations and analysis and to check the accuracy, reliability and completeness of the information in this Tender Application Form before participating in the Tender process. DMRC Ltd. makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of DMRC Ltd. Applicants are required to read carefully the contents of this document & to provide the required information. The bidder may be any entity which is a sole proprietorship firm, a partnership firm or a company having registered office in India & incorporated under the companies act 1956/2013 or a combination of above in the form of Joint Venture (JV) or Consortium.
- 5.3 It shall however be noted, that DMRC will not discuss any aspect of the selection process. However, DMRC may display name of successful Bidder on DMRC's website. Applicants will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by DMRC and that DMRC's decisions are without any right of appeal/litigation, whatsoever. Applicants are advised that the selection process will be entirely at the discretion of DMRC.
- 5.4 For any query from Applicants, DMRC reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that DMRC have not responded to any query or not provided any clarification. *Applicants may clearly note the date and time of uploading of bids. No late or delayed bids will be accepted. However DMRC may ask for any supplementary information, if deemed so.*
- 5.5 Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, DMRC may annul the award. Further, the Applicant may be blacklisted for participation in any future Tenders of DMRC for a period decided by the Competent Authority of DMRC. In such a case DMRC shall forfeit the Security Deposit (if any) held with DMRC. The Bidder are required to download the addendum, post bid queries etc. from e-Tendering portal <https://eprocure.gov.in/eprocure/app>.
- 5.6 Amendment to Bid Documents:
 During the Tender period, DMRC may issue further instructions to Bidder or any modifications to existing Tender documents in the form of an addendum. Such amendment/corrigendum in the form of an addendum/corrigendum will be uploaded on the e-Tendering portal <https://eprocure.gov.in/eprocure/app> within the date given in NIT which shall be available for all the prospective Bidders who have purchased/downloaded the Tender document in the Tender period.

5.7 Bidder shall, on or before the date and time given in the Notice of Invitation to Tender, upload their Tender on e-Tendering portal <https://eprocure.gov.in/eprocure/app>. The Bidder shall ensure that a receipt is obtained for the submission of their Tender, such receipt being issued free of charge. In addition a declaration by the bidders as per Annexure –10 must be submitted stating that the Tender document has been downloaded from official website of e-Tendering portal <https://eprocure.gov.in/eprocure/app> and no changes, what so ever, has been made by the bidder. **Bids received without the declaration are also liable to be rejected at any stage.**

5.8 Submission of Tenders:

The completed Bids shall be accepted only up to the date and time as specified in NIT.

Bids have to be submitted online on the website <https://eprocure.gov.in/eprocure/app>. The Bidders shall furnish the information strictly as per the formats given in the Tender documents without any ambiguity. Further, Bidder is directed to follow guidelines as mentioned below for online submission of bid:

- 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.
More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.
- 2) Bidders are required to enroll on the e-Procurement module of the CPP Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 3) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.

- 9) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 10) 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.
- 11) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 12) Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders are advised to ensure the format in which the bid documents have to be submitted and the total number of annexure to be submitted. Any deviations from these may lead to rejection of the bid.
- 13) 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.
- 14) 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.
- 15) 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.
- 16) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 17) Bidder has to select the payment option as "online" to pay the tender fee and EMD/bid security as applicable and enter details of the instrument.
- 18) Bidder should prepare and submit the Tender Document Cost and EMD/Bid Security as per the instructions specified in the tender document i.e, by online mode only i.e, by RTGS/NEFT/IMPS. The Tender Document Cost and

EMD/Bid Security shall be submitted latest by the last date of bid submission or specified in the tender documents. The details of the RTGS/ NEFT/IMPS should be uploaded along with the bid before the last date of bid submission. The details uploaded at the time of bid should tally with the details of online submission of Tender Cost and Bid security otherwise the uploaded bid will be rejected. Delayed submission of Tender Cost and EMD/Bid security and non- uploading of its details of submission by the bidder shall be at the sole responsibility of the bidder and the bid of such bidder shall be out rightly rejected. DMRC shall not be liable or responsible in this regard, in any manner.

- 19) 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.
- 20) 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.
- 21) 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.
- 22) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 23) Upon the successful and timely submission of bids (ie 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.
- 24) 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.

- 25) 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.
- 26) 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.
- 27) The DMRC shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid. The Bidder has to submit the Cost of Tender/Bid Document and tender security in the form of RTGS/NEFT/IMPS as per tender document provisions, failing which Bid shall be summarily rejected.

5.9 Late Bids: Tenders have to be uploaded on e-Tendering portal <https://eprocure.gov.in/eprocure/app> before the due date and time of Tender submission. The Tender Cost of Tender documents shall be only submitted online to DMRC as mentioned in tender document by the stipulated time & date as per NIT/RFP. It shall be the responsibility of the bidder to ensure that their Tender security and tender cost of Tender Document reach the DMRC as per tender document provisions. Tenders received after due date and time of submission shall not be accepted. DMRC will not be responsible for any delay, internet connection failure or any error in uploading the Tender submission. The Bidder are advised to upload their submissions well before the due date and time of Tender submission to avoid any problems and last minute rush. DMRC may, at their discretion, extend the deadline for submission of Tenders by issuing an amendment, in which case all rights and obligations of DMRC and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

5.10 Modification, Substitution and Withdrawal of Tenders:

Bidder may withdraw, substitute, or modify its Tender after it has been submitted. No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Bidder on the Letter of Tender or any extension thereof. Withdrawn of tender during interval between tender submission date and expiration of period of tender validity would result in action as per provisions of this tender document

5.11 Correction of Errors:

Tenders determined to be substantially responsive will be checked by DMRC for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected as follows:

- a.) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail;
- b.) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted

will normally govern unless in the opinion of DMRC there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern; and

- c.) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

If a Bidder does not accept the correction of errors as outlined above, their Tender will be rejected. The Bidder are required to download the addendum, post bid queries etc. from e-Tendering portal <https://eprocure.gov.in/eprocure/app>.

5.12 Amendment to Tender Documents:

During the tender period, DMRC may issue further instructions to Bidder or any modifications to existing Tender documents in the form of an addendum. Such amendment/corrigendum in the form of an addendum / corrigendum will be uploaded on the e-Tendering portal <https://eprocure.gov.in/eprocure/app> within the date given in NIT which shall be available for all the prospective Bidders who have purchased the Tender document in the Tender period.

CHAPTER 6

Miscellaneous

- 6.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

During the bidding process no dispute of any type would be entertained. Even in such cases where DMRC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the selected bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement after signing the License Agreement. The Courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License Agreement.

In case of any correction/addition/omission in the tender document observed at any stage, the bid shall be treated as non-responsive and shall be rejected.

- 6.2** DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the 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.
- 6.3** It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the 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.
- 6.4** The Tender Document and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Tender Document, in the event of any conflict between them, the priority shall be in the following order:
- (a) License Agreement
 - (b) Tender Document;
- i.e., the License Agreement above shall prevail over Tender Document.

CHAPTER-7**FRAUD AND CORRUPT PRACTICES**

- 7.1 Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, DMRC may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DMRC shall be entitled to forfeit Interest Free Security Deposit / Performance Security and advance License Fee received as the case may be, as Damages, without prejudice to any other right or remedy available to DMRC under Bidding Documents and/ or License Agreement, or otherwise.
- 7.2 Without prejudice to the rights of DMRC under Clause 8.1 hereinabove and the rights and remedies which DMRC may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by DMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by DMRC during a period of 1 (one) to 3(three) years from the date such Bidder is found by DMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice i.e, as per Suspension/Banning Policy(August-2019).
- 7.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "Corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.
 - (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - (d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by DMRC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- 7.4 DMRC reserves the right to reject any Bid and tender cost if:
- (a) at any time, a material misrepresentation is made or uncovered, or

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

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

Tender Document

CHAPTER-8

Definitions

- a. **“Agreement”** means the License Agreement to be executed between DMRC and the Selected Bidder in the format approved by DMRC and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- b. **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- c. **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “Commercial Spaces” during the subsistence of this Agreement.
- d. **“Bidder”** means any entity which is a sole proprietorship firm, a partnership firm *body of individuals(BOI), association of persons (AOP), NBFC, Banks, Society, NGO, any legal entity registered under Law* or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or consortium etc.
- e. **“As is where is basis”** means LICENSEE shall be licensed the said bare commercial spaces and equipments, installations, fittings and fixtures (if any) on ‘as is where is basis’ and the LICENSEE shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of DMRC in writing and when permitted by the LICENSOR the said additions and alterations shall be carried out by the LICENSEE at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the licensed bare commercial space rather LICENSEE shall be required to hand over the licensed commercial space in original condition at the end of license period.
- f. **“Bid”** means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the Bid Notice in accordance with the provisions thereof.
- g. **“Eligible Bidder”** is the Bidder who is fulfilling the eligibility criteria laid down in Tender Document.
- h. **“Bid Security”** means the refundable amount to be submitted by the shortlisted Bidder (Bidder) along with Tender document to DMRC.
- i. **“Bare Commercial Space”** means scheduled bare commercial spaces namely the as per Schedule I to II Specified Area at Supreme Court Metro Station on Line-2of DMRC network for commercial development & utilization on license basis by DMRC to the licensee under and in accordance with this License Agreement.

- j. **“License”** means the licensing rights granted by DMRC to the Selected Bidder for commercial activity (excluding banned list of usage of premises) inside scheduled bare commercial spaces at specified locations at Supreme Court Metro Station , based on the terms and conditions of the License Agreement.
- k. **“Commencement Date or Handover Date”** means the date on which vacant scheduled bare commercial space is handed over by DMRC to the licensee, in accordance with the terms of this agreement.
- l. **“Licensee”** means the Selected Bidder, who has executed the license agreement with DMRC pursuant to bidding process for carrying out commercial activities (excluding banned list of usage of premises) at specified locations of Supreme Court Metro Station .
- m. **“License Fee”** means the amount payable by the licensee to DMRC as per rates offered by the Selected Bidder for its commercial utilization and accepted by DMRC for scheduled bare commercial space to be paid by the Licensee along with other DMRC charges and any kind of Central or State Taxes, local levies, GST, statutory dues, etc that may be payable by the licensee as per prevalent law.
- n. **“Sub Licensee”** means all person/ agency with whom Licensee has executed sub license agreement as per terms and conditions of license agreement executed between DMRC and the Licensee, for commercial utilization of scheduled bare commercial space.
- o. **“DMRC”** means Delhi Metro Rail Corporation Limited, A joint venture of Govt. of India and Govt. of National Capital Territory of Delhi incorporated under the Companies Act, 1956.
- p. **“Interest Free Security Deposit/ Performance Guarantee”** means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- q. **“License Period”** means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Agreement.
- r. **“Selected Bidder”** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.
- s. **“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 from the Interest Free Security Deposit/ Performance Guarantee.
- t. **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.

- u. **"Tax"** means and includes all taxes, fees, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.
- v. **"Termination"** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this License Agreement.
- w. **"Termination Date"** means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier.
- x. **"Change in Law" means the occurrence or coming into force of any of the following after the date of signing this Agreement:**
 - a) The enactment of any new Indian law
 - b) The repeal, modification or re-enactment of any existing Indian law
 - c) Any change in the rate of any Tax

Provided that Change in Law shall not include:

- i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)
- ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.

**Details of Bare Commercial Spaces Offered for
Licensing at Supreme Court Metro Station of line-3 in
DMRC Network.**

S.No.	Area Location	Approx. Area (in Sqm)
1	Ground Floor	40.00(04 units of 4m*2.5 m(each))

Note-1: Areas indicated above are approximate. Actual area measured at the time of handing over shall be final. If there is any variation in area the License Fee and other dues shall be charged for actual area handed over.

Note-2: All spaces are offered on license basis are available on “as is where is” basis.

Note-3: All scheduled spaces can be utilized for any activity except the activities specified in banned list as detailed in Annexure-11.

Letter Comprising the Bid

(On Official letterhead of the Bidder)

No:

Dated:

**Executive Director/Property Business,
2nd Floor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110001**

**Subject: Bid for Licensing Rights of bare commercial spaces at _____ floor/level
(Schedule - _____) of Supreme Court Metro Stations on Line-3.**

Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for commercial activities in bare commercial spaces at _____ level on fixed License Fees basis **at Supreme Court Metro Station** . 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 Tender 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 tender document, in respect of any Bid or tender document 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 Tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- (e) the undertakings given by me/us along with the Application in response to the Tender for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Tender document.
6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
7. In the event of 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.
8. I/ We have studied all the Bidding Documents carefully and also surveyed the DMRC Space. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
9. I/ We offer due EMD/Bid Security amount to DMRC in accordance with the Tender Document. The documents accompanying the Bid, as specified in Tender Document, have been uploaded on e-Tendering portal <https://eprocure.gov.in/eprocure/app>.
10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender Document, draft License Agreement, 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.

12. I/ We agree and undertake to abide by all the terms and conditions of the tender document.
13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
14. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Tender.
15. I/ We hereby submit bid documents i.e. tender documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

(Following declaration is to be submitted only by the Bidders who have downloaded the Tender document from <https://eprocure.gov.in/eprocure/app>)

I / We declare that the submitted tender documents are same as available on <https://eprocure.gov.in/eprocure/app>. I / We have not made any modification / corrections / additions etc. in the Tender Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the Tender Documents. In case at any stage, it is found that there is any difference in the downloaded Tender Documents from the original Tender Documents available at <https://eprocure.gov.in/eprocure/app>, 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 tender document.

Yours

(Signature, name and designation of the Authorised signatory)
Name and seal of Bidder/Lead Member

Date:

Place:

General Information of the Bidder

1. (a) Name :
- (b) Country of incorporation :
- (c) Address of the corporate headquarters :
- (d) Address of its branch office(s) in India:

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 Consortium/JV:
 - a. The information above (1 & 2) shall be provided for all the members of the consortium.

- b. Information regarding role of each member :

Sl. No.	Name of Member	Proportion of Equity to be held in the Consortium	Role*
1			
2			
3			

* Specify whether Lead Member / Ordinary Member

Signed

(Name of the Authorized Signatory)

For and on behalf of
(Name of the Bidder)

Designation

Place:

Date:

Power of Attorney of Bidder

(Duly supported by board resolution in case of companies)

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

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

For

Accepted

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

Note:

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

Financial Bid

Name of the Bid: Bid for Licensing Rights of bare commercial spaces at Supreme Court Metro Station of Line-3 in Single schedule.

Period of License: 9+6 years with lock-in period of 2(five) years

The financial bid is need to be filled in the Bill of Quantity (BOQ) format available on <https://eprocure.gov.in/eprocure/app>.

Note: This Annexure-5 should be submitted/uploaded on the <https://eprocure.gov.in/eprocure/app> for technical evaluation of bid only. Bidders are requested to submit their financial bid in Bill of Quantity (BOQ) format only else their bid shall be summarily rejected.

Consortium Agreement/Memorandum of Understanding(Duly Stamped)

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

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this _____ day of _____, 20__.

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 bare Commercial Spaces at ____ level at Supreme Court Metro Station of Blue Line" 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.

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 Bare commercial spaces at _____ level at Supreme Court Metro Station of Blue Line” 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 “Bare Commercial Spaces. “Bare Commercial Spaces” in case the Consortium turns out to be the successful bidder in the bid being invited by DMRC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for “Licensing of Bare Commercial Spaces at ____ floor (Schedule - ____) at Blue Line”.
4. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid, etc. and such other documents as may be necessary for this purpose.
5. That the 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.
6. That in case to meet the requirements of bid documents or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions

of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

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

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

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

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

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

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

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

Affidavit cum Undertaking (duly notarized)

(To be given separately by each consortium member of the Bidder on Stamp Paper of Rs. 100)

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

1. I say that I am the authorised signatory of(insert name of company/ consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation’s (hereinafter referred to as “DMRC”) Tender Document for licensing of Commercial bare spaces at Supreme Court Metro Station on Line-3 of DMRC through Open e-Tender in Single schedule and I further state that all the said information submitted by us are accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by DMRC.
4. I say that if any point of time including the License period, in case DMRC requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Tender Document shall entitle us to be disqualified from the Tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Tender Document have been duly complied with.
7. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
8. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members and duly counter signed by the authorised signatory of tenderer.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 7 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

Undertaking for not being banned from Business

(On Non Judicial Stamp Paper of Rs. 100/- duly notarized)

We do hereby undertake that DMRC/ any other Metro Organization (100% owned by Govt.), Ministry of Housing and Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries have not banned/ debarred business with us as on the date of tender submission.

Also any work executed either individually or in a JV/ Consortium, has not been rescinded/ terminated by DMRC after award of contract to us during last 3 (three) years (from the last day of the previous month of tender submission) due to non-performance either on our own or as a member of JV/ Consortium.

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

Stamp & Signature of Authorized Signatory of Bidder

Note:

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

Undertaking for Responsibility

On Rs. 100/- stamp paper duly notarized.

_____ as a lead member of the consortium of _____ companies - namely _____ (Complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with DMRC in respect of licensing of bare commercial spaces:-

1. That, we solely undertake that _____ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to commercial spaces at _____ level (Schedule-____) with DMRC.
2. That, all consortium members are jointly or severely responsible for all commitments / liabilities/ dues etc to DMRC.
3. That, we further confirm that, the stake holding of lead member- _____ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties in the initial 5 (five) years lock in period of license agreement of respective schedule.
4. We also confirm that our consortium was made on Dt. _____, for seeking licensing rights of bare commercial spaces at _____ floor/level (Schedule-____) at Supreme Court Metro Station and in support of which a copy of our Board Resolution is attached with this Undertaking.

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

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

Witness 1.
 2.

Undertaking For Downloaded Tender Document

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

Company Name _____
Name _____
Signature _____ Date: _____
Postal Address _____
E-Mail ID _____
Phone _____ FAX _____

Company Seal:

List of Usages Banned/ Negative List

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Sale of tobacco and tobacco products.
4. ATMs
5. Coal/Gas based cooking strictly prohibited.
6. Advertisement at any location and in any format.
7. Banqueting and similar activities.
8. Sale of liquor and alcohol based drinks or beverages.

Annexure – 12A**(Undertaking)****(To be submitted by bidder (single entity/JV) and also by each member of the JV/Consortium Separately)**

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

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

2.0 It is certified that, as on last date of submission of this tender, no dues are pending on our account 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.

Signature of Authorized/signatory of Bidder

Annexure – 12B**(Undertaking)****(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 / license / premis e	Date of handing over (vacate) of leased / license d space / premis e	If provision of moratorium period, the date of end of moratorium period	Date on which Escrow account opened & Account No.	Remarks

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

- There is no outstanding delay in vacation of the leased/ licensed space/ premises within the grace period (if provided) after completion of the tenure of the lease/premature terminated/ surrender.
- There is no outstanding delay, on our account, is taking over the space/ premises leased/ licensed to us.
- There is no outstanding issue of encroachment on the common areas/ circulating areas or any other space which is not leased/ licensed to us.
- 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.
- We are ensuring that sub-lessees are making all the payments whatsoever through Escrow account and remits all DMRC dues through said Escrow account, if Escrow account is opened.

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

*Strike over which is not applicable.

Signature of Authorized signatory of Bidder

Undertaking for Responsibility (For Bidder)

On Rs. 100/- stamp paper duly notarized.

_____ as a bidder for and on behalf of _____, (complete name with address) jointly and severally undertake the responsibility in regards to the license agreement with DMRC in respect if Licensing of Bare spaces:-

1. That, I/we solely undertake that I/we _____ (Name of the bidder) shall conduct all transactions/correspondences and any other activity in connection with license agreement pertaining to Bare spaces at _____ metro station with DMRC.
2. That, I/we are solely or severally responsible for all commitments. liabilities/dues etc. to DMRC Ltd. in respect of this allotment of Bare spaces at _____ metro station.

(Bidder to sign on undertaking)

Tender Document

**Details of Bank Account for refund of Tender Security/EMD
(Applicable if EMD/Tender Security deposited through RTGS/NEFT/IMPS)**

3. Name of firm/Bidder:
4. Complete Address:
5. Name of the Bank:
6. Branch:
7. Address of the Bank Branch:
8. Name of the account holder in Bank:
9. Account Type:
10. Account Number:
11. IFS Code of the bank Branch:
12. 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.

**Certificate of Statutory Auditor/Chartered
Accountant with regard to Eligibility of the Bidder**

(On the Letterhead of the Statutory Auditor/chartered accountant)

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

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

Name of Bidder or member of JV	Turnover		
	2020-21	2021-22	2022-23
Name of Bidder or member(1) of JV			
Name of Bidder or member(2) of JV			
Name of Bidder or member(3) of JV			
TOTAL			

Name & address of Applicant's Bankers:

**Signature and Seal of the Statutory
Auditor clearly indicating his/her
membership number**

- Note: (i) Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor of the applicants.
- (ii) Average Annual Turnover from all sectors of business for each member of JV shall be indicated separately without consideration of ratio of participation in the current Tender.
- (iii) 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-16
CHAPTER: 1

DRAFT LICENSE AGREEMENT

Agreement No _____ of Year 2023

THIS AGREEMENT is executed on this the ____ day of _____ 2023 at Delhi

BY AND BETWEEN

The Delhi Metro Rail Corporation Ltd. incorporated under the Companies Act-1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as the “Licensor” or “DMRC” (which expression shall unless repugnant to the context or meaning thereof and include its successors and assigns) of the **First Party**

AND

M/s. _____, having its registered office at _____, hereinafter called “**Licensee**” through its authorized signatory Sh.....(which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second party**.

WHEREAS

- a) DMRC, with a view to augment its revenues through non-operating measures/ earnings, had invited open bids by way of open e-Tender from the interested parties for Licensing of bare commercial spaces at ____ floor/level (Schedule-____) at Supreme Court Metro Station on Line- 3 of DMRC. After consideration of the bid application form & offers received, DMRC has selected M/s. _____, being successful bidder, as the “Licensee” for assigning of Licensing rights of commercial space/ area at ____ floor/level (Schedule-____) admeasuring ____ sqm at Supreme Court Metro Station on Line-3 of DMRC as given in Annexure-I for commercial utilization hereinafter called “**Licensed Space**”, on “as is where is basis”.
- b) DMRC has agreed to provide to the Licensee, the Licensing Rights of Licensed Space at Supreme Court Metro Station (pre identified by DMRC) on “as is where is basis”, on payment of License Fee and other charges to DMRC on the terms and conditions hereunder contained in this License Agreement.
- c) Licensee shall use, develop, manage, operate, maintain, promote, sub-license (through proper sub-license agreement) & vacate the Licensed Space licensed to them at Supreme Court Metro Station of Blue Line as per terms & conditions as specified in this Agreement at its own cost.

NOW THEREFORE, in lieu of the mutual promise and consideration set out herein DMRC and the Licensee (hereinafter collectively called “**Parties**”) witnessed and hereby agrees as follows:

- A. That the several documents forming part of this Agreement are to be read as mutually supplementary & explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, in the event of any conflict, discrepancy or ambiguity between them, the priority of documents shall be in the following order :
 - i. This Agreement
 - ii. Letter of Acceptance No. _____, Dt. _____.
 - iii. The written clarifications and addenda issued to the Bidders
 - iv. The Tender Document (RFP) including the DLA vide Tender No. ***** for “**Licensing of Bare Commercial Spaces at Supreme Court Metro Station on Line-3 of DMRC in Single schedule**”
 - v. Any other document of DMRC and Licensee forming part of the Bidding Process.
- B. The Licensee hereby covenants as follows: -
 - i. Licensee hereby assumes responsibility for the Licensed Space/ Area of DMRC at Supreme Court Metro Station of Blue Express Line as given in Annexure-I. Licensee shall be responsible to manage, operate, maintain, use, promote, sub-license (through

proper sub-license agreement) & vacate the Licensed Space as specified in this Agreement at its own cost.

- ii. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from DMRC in this regard.
- iii. The Licensee confirms having examined the potential locations inside Supreme Court Metro Station of Blue Line of DMRC network in detail and fully understands and comprehends the technical requirements of structure. The Licensee also confirms full satisfaction as to the business viability of licensing the Licensed Space inside the said metro station and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The 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.

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

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

.....-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

CHAPTER: 2**Definitions**

- a. **“Agreement”** means the License Agreement to be executed between DMRC and the Selected Bidder in the format approved by DMRC and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- b. **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- c. **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “Commercial Spaces” during the subsistence of this Agreement.
- d. **“As is where is” basis** means LICENSEE shall be licensed the said bare commercial spaces, equipments and installations, fittings and fixtures (if any) on ‘as is where is” basis and the LICENSEE shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of DMRC in writing and when permitted by the LICENSOR the said additions and alterations shall be carried out by the LICENSEE at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the licensed bare commercial space rather LICENSEE shall be required to hand over the licensed bare commercial space in original condition at the end of license period.
- e. **“Bare Commercial Space”** means scheduled bare commercial spaces namely the Specified Area as per Schedule I at/in Supreme Court Metro Station on Line-3of DMRC network for commercial development & utilization on license basis by DMRC to the licensee under and in accordance with this License Agreement.
- f. **“License”** means the licensing rights granted by DMRC to the Selected Bidder for commercial activity (excluding banned list of usage of premises) inside scheduled bare commercial spaces at specified locations at Supreme Court Metro Station , based on the terms and conditions of the License Agreement.
- g. **“Commencement Date or Handover Date”** means the date on which vacant scheduled bare commercial space is handed over by DMRC to the licensee, in accordance with the terms of this agreement.
- h. **“Licensee”** means the Selected Bidder, who has executed the license agreement with DMRC pursuant to bidding process for carrying out commercial activities (excluding banned list of usage of premises) at specified locations of Supreme Court Metro Station .
- i. **“License Fee”** means the amount payable by the licensee to DMRC as per rates offered by the Selected Bidder for its commercial utilization and accepted by DMRC for scheduled bare commercial space to be paid by the Licensee along with other DMRC charges and any

kind of Central or State Taxes, local levies, GST, statutory dues, etc that may be payable by the licensee as per prevalent law.

- j. “Sub Licensee”** means all person/ agency with whom Licensee has executed sub license agreement as per terms and conditions of this license agreement executed between DMRC and the Licensee, for commercial utilization of scheduled commercial space.
- k. “DMRC”** means Delhi Metro Rail Corporation Limited, A joint venture of Govt. of India and Govt. of National Capital Territory of Delhi incorporated under the Companies Act, 1956.
- l. “Interest Free Security Deposit/ Performance Guarantee”** means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- m. “License Period”** means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Agreement.
- n. “Selected Bidder”** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of license.
- o. “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 from the Interest Free Security Deposit/ Performance Guarantee.
- p. “Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- q. "Tax"** means and includes all taxes, fees, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.
- r. “Termination”** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this License Agreement.
- s. “Termination Date”** means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier.
- t. "Change in Law” means the occurrence or coming into force of any of the following after the date of signing this Agreement:**

 - a) The enactment of any new Indian law
 - b) The repeal, modification or re-enactment of any existing Indian law

- c) Any change in the rate of any Tax

Provided that Change in Law shall not include:

- i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)
 - ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge
- u. **Dues:** Dues shall include any outstanding amount including but not limited to IFSD, Advance License Fee, Electricity Charges, Property Tax, Other Maintenance Charges, Interest, Other Charges etc.
- Licensee shall provide complete details of payments to DMRC. In case of non-submission of details of payment, following mechanism may be used to adjust unadvised payment received by DMRC:
- i) Any unadvised payments received from the licensee shall be adjusted towards the oldest statutory dues of Electricity, Water Charges, Other Maintenance Charges and Property Taxes (if payable by Licensee) in that order.
 - ii) Balance of unadvised payments shall be settled towards the oldest dues (FIFO basis) of IFSD, Advance License Fees, Utility Area Rent, Parking Charges, Signage Charges, Interest, Penalty, etc. in that order.
- z. **Dues**” and “**other dues**” means such as non-payment of IFSD/additional IFSD will be consider as dues for lease out/ contract and will be attract interest on the same.

CHAPTER: 3

Disclaimer

- 3.1 Licensee acknowledges that prior to execution of this Agreement, they have 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 Licensee acknowledges that prior to execution of this Agreement, they have carefully assessed of intended earnings from said business and that they will be fully responsible for all its assessment in this regard.
- 3.3 Licensee confirms having seen / visited / assessed the intent of this License Agreement and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 3.4 Licensee also confirms that it has fully analyzed to their fullest satisfaction, business viability of the Licensee and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.
- 3.5 Licensee hereby undertakes that they have not been banned from Business, as on date of Tender submission as per following:
- (i) DMRC/ any other Metro Organisation (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 bidder/s (including any member in case of JV/ Consortium) as on the date of tender submission.
 - (ii) Also no contract of bidder/s executed in either individually or in a JV/ Consortium, should have been rescinded/ terminated by DMRC after award during last 3 (three) years (from the last day of previous month of tender submission) due to non-performance of the licensee or any of JV/ Consortium members.
- 3.6 In case if at a subsequent date the 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 bare commercial spaces, terminate the contract and forfeit the Interest Free Security Deposit after adjusting any dues payable by the licensee.

Scope of License Agreement

4.1. Scope of the work:

Licensee shall have the rights to utilize the said scheduled bare commercial spaces as detailed in Annexure – I of tender document and offered for commercial purpose, except for banned usage/ negative list as per Annexure – II, of the license agreement subject to the terms and conditions as detailed in this license agreement & as specified by DMRC Ltd. Licensee shall be responsible for the following activities:

- a.) The offered scheduled bare commercial space as detailed in Annexure -I of this license agreement will be provided on **“as is where is”** basis. It is Successful Bidder’s/ Licensee’s responsibility to develop the entire offered & licensed scheduled space at their own cost as per DMRC specifications, operational and other feasibility and after obtaining prior approval from DMRC. Licensee shall be permitted to develop the offered bare spaces/area licensed by creating only temporary structures as per DMRC specifications.

If due to any operational or other reasons, if any part or whole of the structure, developed in/at the scheduled licensed space, is required to be dismantled & removed at any time, the licensee shall do so peacefully, without any delay or demur and DMRC shall not be liable for any claim or for any compensation, cost, damages etc. on this account.
- b.) Licensee /s shall be required to adhere to the building design, however, there are no limitations on planning and subdivision of the interior licensed floor/level space. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the Licensee/s. Licensee/s shall also ensure that the proposed commercial development within scheduled tendered area is not a safety hazard for DMRC civil structures and public at large. Licensee/s shall also ensure that all existing utilities and facilities (if any) falling within the said scheduled tendered space will be kept accessible and the Licensee/s shall not interfere or tamper with those installations at any time.
- c.) Notwithstanding anything mentioned above, the Licensee/s is required to adhere to the provisions of the prevailing master plan and the building bye-laws of the authorities having jurisdiction over the scheduled tendered space for the development works to be undertaken.
- d.) The Licensee/s shall obtain all clearances and sanctions as required from the competent authorities for building sub-plans, utilities, fire fighting, etc. at its own cost. It is to be clearly understood that all such clearances are to be obtained by the Licensee/s and the DMRC may only provide assistance wherever possible without any obligation.
- e.) Procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities concerned, to be able to use the scheduled tendered space for desired commercial purposes/ business, will be sole responsibility of

the Licensee/s. DMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.

- f.) Fire fighting and other infrastructure so created within the scheduled tendered space must be integrated with that already provided /planned for Supreme Court Metro Station of Blue Line by DMRC.
- g.) Licensee/s shall at all times adhere to all provisions of the Delhi Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by DMRC in this regard.
- h.) Operate, manage and maintain the entire offered / commercial space with adequate trained and experienced team for responsibilities as defined in this tender document/ license agreement.
- i.) The Licensee/s may use or allow the use of the scheduled tendered / licensed space for any activities except for activities mentioned in list of banned usages placed at Annexure –II of this license agreement.
- j.) Marketing / Promoting / Sub- licensing of the offered scheduled spaces as specified in this license agreement. Except for sub- licensing the use of the scheduled tendered/ licensed space as per the terms of this license agreement, Licensee/s shall not assign any of its rights, or interest in respective license agreement in favour of any company/person(s) at any time and for any reasons whatsoever.
- k.) Under no circumstances, shall the commercial space or facilities constructed or installed at the scheduled licensed space / tendered space be mortgaged, charged or otherwise put under any lien (including negative lien), nor shall any charge or encumbrance be created or agreed to be created in favour of any person, including the Lenders/ Financial Institution (s)/ Banks etc.
- l.) Licensee/s shall ensure that no use of polythene baggage at the tendered area/ licensed area.
- m.) The Licensee/s shall be responsible for obtaining fire NOC for their licensed area/space from Delhi Fire Services.
- n.) Comply with all statutory requirements in connection with this license agreement.
- o.) Ensure regular and timely payments of all amounts due to DMRC and discharge all obligations as per provisions of this license agreement.
- q.) Payment of all statutory taxes, Goods & Service Tax (GST), local levies, statutory dues, etc. as and when due and as applicable.
- r.) Gas Cooking is not allowed.

CHAPTER -5

Grant of License and Handing Over of Space

5.1 The bare commercial space at Supreme Court Metro Station with area of 40 sqm has been offered for licensing for commercial utilization as detailed in Annexure-I.

5.2 Physical or Actual Handing Over of Licensed space:

1. If the licensee makes LOA payments in first 30 days of issue of LOA, the licensed space must be taken over by licensee after execution of License Agreement and within 67 days of issue of LOA.
2. If the licensee makes LOA payment beyond 30 days and in 60 days of issue of LOA, i.e. with applicable interest, the licensed space must be taken over by licensee after execution of license agreement and within 97 days of issue of LOA.

Deemed Handing Over of Licensed Space

3. If Licensee fails to Take Over of Licensed Space as per Para 1 of 5.2 above, the licensed space shall be Deemed Handed Over by DMRC on 68th day of issue of LOA.
4. If Licensee fails to Take Over of Licensed Space as per Para 2 of 5.2 above, or any extension of time for LOA payments has been granted by DMRC, the licensed space shall be Deemed Handed Over by DMRC on 98th day of issue of LOA.

5.3 Areas of scheduled bare commercial spaces specified in Annexure-I are approximate. Actual area handed over subsequent to issue of Letter of Acceptance & execution of the license agreement shall be final. If the handed over area varies from the area specified in Annexure-I, the License Fees, Other Charges/ GST shall be chargeable on actual super area handed over. If the handed over area further varies on account of subsequent additions, the actual area shall be also got revised from the effective date.

5.4 Licensee shall not claim any compensation on account of any variation in handing over of occupied space from that of the mentioned in the Annexure-I.

5.5 Consequent to any alteration / renovation of the licensed premise (s), for which prior approval from DMRC has been taken by the licensee, if resulting in any increase / decrease in the handed over area, the variation shall not be considered for any change in the rate of license fee or other payment terms. However, at the time of termination or natural completion of *License Agreement*, DMRC reserves the right to ask the licensee to restore the licensed premises as per original allotment.

5.6 Any additional area taken within the fitment period shall have fitment period co-terminus with the fitment period of the original area handed over. Any area handed over beyond the fitment period will not have any fitment period expect **clause no.5.9 mentioned** below.

With a view to manage requirements of Licensee/successful bidder for Additional Area to expand their business, following clauses are to be referred:

5.7 Additional area:

Additional area may be allotted to existing Licensee based on availability and feasibility, subject to following-

- i) Additional area, adjacent/adjoining to existing Licensed Space at same floor level, up to 25% of original allotted Licensed Space, and within fitment period may be allotted on pro-rata basis.
- ii) Beyond the fitment period and/or above 25% of tendered area at same station or, any additional area at any time or at other stations, may be allotted on mutually agreed terms and conditions
- iii) Additional area, if allotted on the terrace or basement for utility purpose (such as stand-by generators, air conditioning plants, water storage, antenna etc and other related equipment), shall be chargeable at 50% of the rate of applicable Licensee Fee for the main Licensed Premises.

5.8 Alternate allotment of area on Operational Ground:

Allotment of alternate space to existing Licensee wherein tendered or original allotted area is not handed over to Licensee due to any operational/ technical reasons at DMRC's end may be dealt as per following-

- i) On operational ground, the DMRC may ask the Licensee to shift Licensed Space to some other alternative location within the same or alternate stations. The Licensee is also bound to shift Licensed Space on the alternate jointly identified feasible location within the given time period on his own expenses on mutually agreed rates and terms & conditions. The Licensee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason. However, if Licensee is not willing to shift their Licensed Space to the alternate feasible Space due to any reason, the subject Licensed Space will stand withdrawn from License Agreement. If, the License Agreement is having only single Licensed Space, the License Agreement shall stand terminated and security deposit will be refunded after adjusting outstanding dues, if any.

5.9 In case of allotment of additional bare space, different from existing handed over licensed space, Fitment Period equal to half of specified Fitment Period shall be provided.

5.10 Construction of Mezzanine Floor inside the licensed space by licensee at its own cost shall be permitted adhering to prescribed norms & subject to feasibility, after due approval from DMRC. No additional license fee shall be charged for creation of this additional floor in form of mezzanine. However, for areas/spaces with lower height, intermediate slabs may be permitted with prior approval of DMRC for storage of utilities. The same shall not be charged. At the time of termination/natural completion of license, DMRC reserves the right to ask the licensee to restore the said tendered/ licensed scheduled space as per original allotment In case of construction of mezzanine floor, the applicable property tax/service charge will also be charged & recovered for the mezzanine floor, if any, from the licensee.

- 5.11 The license fee for any additional area allotted shall be deposited & paid to DMRC Ltd. within fifteen (15) days of date of issue of supplementary LOA & before handing over of the additional area.
- 5.12 If licensee installs an awning with a fixed / stretchable length of 3 feet to shield the premises / commuters from sunlight/ rain/ adverse weather conditions, the same shall not be charged provided licensed space/premises is having opening outside station/commercial building.

Tender Document

Tenure of License Agreement

- 6.1 Licensing Rights of bare spaces shall be for a period of **nine (9) years** from the date of handing over of the shop or date of deemed handover whichever is earlier, unless otherwise terminated by DMRC or surrendered by the licensee at an earlier date. The license shall be further extendable for the period of 6 (six) years on mutually agreed terms and conditions.. The tenure of License Agreement shall commence from the date of handing over of the licensed space or date of deemed handing over of space whichever is earlier. Tenure of the License Period of any space handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over. **There shall be lock in period of 02(two) years from the date of handing over/deemed handover.**
- 6.2 For carrying out the fit-outs, finishing works etc., the licensee would be permitted a rent free fitment period of 45 days each for schedule-I from the date of handing over of the licensed space. Licensee shall have to complete in all respects the development of the licensed space, within the period of 45 days from the date of 'handing over' of the space by DMRC as per the License Agreement. For any delay in completion of work, DMRC shall not be responsible.

Methodology for calculation of Fitment Period-

In case of contracts wherein Design approval is required before commencement of installation/ development of space, a period of 30 days shall be considered for review & approval of designs by DMRC and the same shall be part of above provided Fitment Period. In case of Design approval in DMRC beyond these 30 days the same will be provided additionally to the Licensee for Fitment activities.

In *normal* case, the License Fee shall become chargeable immediately after the specified fitment period of 45 days i.e. w.e.f. 46 the day of date of handing over or date of deemed handing over or from the start of commercial operation whichever is earlier.

- 6.3 **If the Licensee is desirous to terminate/ surrender the license Agreement in conditions as mentioned below:**
- 6.4 Partial surrender of the Licensed Space/area within the respective licensed schedule which has been handed over to the Licensee by DMRC shall not be permissible to the Licensee during the currency of License Agreement.
- 6.5 At the end of License period or determination of this agreement prior to tenure of license period, for any reason whatsoever, all rights given under this License Agreement shall cease to have effect and the premises shall revert to DMRC, without any obligation to DMRC to pay or adjust any consideration or other payment to the Licensee.
- 6.6 On completion/ termination of License Agreement, the Licensee shall hand over the licensed space with normal wear & tear. The Licensee shall be allowed to remove its assets like temporary structure, furniture, almirahs, air-conditioners, DG sets, equipments, etc. without causing damage to the existing structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space.
- 6.7 **Extension of License Agreement:** The License Tenure of this license agreement shall be for a period of 9+6 years. **Tenure of the license agreement shall not be extended for any of the schedule beyond 9+6 years.**

CHAPTER -7**Charging of License Fee, Other Maintenance Charges, Interest Free Security Deposit and Other Applicable Dues****7.1 License Fee & Other Maintenance Charges (OMC):**

- a. (i) **License Fee:-** The license fee (exclusive of all taxes) for the licensed space for Schedule-_____ which shall be paid by the Licensee to DMRC Limited is @ Rs._____ /- per sqm per month. The said license fee shall be paid in advance on quarterly basis for actual area licensed and handed over.
- (ii) **Other Maintenance Charges(OMC):-** A Half-yearly Other Maintenance Charges of Rs 360/- per sqm + GST/taxes as applicable, for actual area licensed shall be payable to DMRC along with the advance license fee. This amount shall be Rs. 432/- per sqm per half-year+ GST/Taxes as applicable, for actual allotted area, if the site has provision for supply of water. The advance OMC for subsequent quarters shall be payable by the last working day of previous running quarter.
- b.) The applicable Goods & Service Tax (GST) & any other taxes shall also be payable extra as applicable from time to time along with the License Fee. The present rate of GST is 18%. Any further revision in rates of GST will/shall also be applicable.
- c.) The charging of license fee, **OMC and any other charges** for each schedule, shall commence immediately after fitment period of 180 (one hundred & eighty) days from date of handing over of licensed space for each sch-I and II or date of deemed handing over or from the start of commercial operation whichever is earlier.
- d.) **The aforementioned license fee, Other Maintenance Charges and any other charges shall be increased and escalated by 5% on compounding basis after completion of every one (01) year of license period.**
- e.) The license fee, **OMC and other charges** shall be paid to DMRC on Quarterly basis in advance to DMRC by the last working day of the previous running quarter. This has also been illustrated below for better understanding of licensee
-
- The Billing quarter - 1st April - 30th June
 - Period for the issue of invoice - 1st March - 15th March
 - Last Date of payment of Dues to DMRC- 31st March
- Along with License Fee, **OMC** & GST, the Licensee shall also pay other dues such as electricity consumption charges, water consumption charges etc. as applicable.
- f.) ***The Licensee shall periodically advise the details of payments deposited with & paid to DMRC. In the case of non-submission of such details, initially Third Party dues, i.e. statutory dues/ liabilities shall be settled first (mandatory liabilities of DMRC), then others dues/ liabilities like electricity, etc. and lastly***

License fee shall be accounted for. The account shall be reconciled by DMRC on yearly basis. Discrepancy, if any, shall be adjusted in next invoice.

- g.) Moreover, the licensees are advised to make the payments preferably through the payment Portal available on DMRC's official website i.e. <https://services.billdesk.com/MercOnline/web/delhi-metro/pay>.
- h) The license fee can be paid by Demand Draft/ Pay Order in favour of DMRC Ltd, Payable at New Delhi & issued by a scheduled commercial bank. Cheques will be accepted only in emergent circumstance and with prior approval of HoD level official of DMRC.
- i) The licensee shall, however may pay the advance quarterly license fee & **OMC** to DMRC Ltd. by E-mode i.e. RTGS/ NEFT for credit of the designated account of DMRC after obtaining prior approval.
- j.) The account shall be reconciled by DMRC on annual basis.

DMRC's authorized bank name and account No. to which payments to be made –

**Union Bank of India,
F-14/15, Connaught Place, New Delhi,
IFSC code – UBIN0530786,
MICR code – 110026006
A/c No. – 307801110050003.**

- k.) The Licensee agrees voluntarily and unequivocally to make all payments to DMRC as may be due before the due date, without waiting for any formal advice from DMRC. In the events of non-receipt of any invoice, the Licensee agrees to collect the same from the office of authorized representative of the Licensor.
- l.) Licensee shall periodically advise the details of payment deposited with DMRC. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of DMRC), then others dues/ liabilities like electricity, etc. and lastly License fee shall be accounted for.
- m.) If the Licensee fails to pay or partly pay the license fee and other dues required to be paid as per terms and condition of License Agreement by the due date, a 15 (fifteen) days Cure Notice shall be issued to pay the outstanding license fee and other dues along with an interest of 18% (Eighteen percent) per annum on the amount of License Fee and other dues remaining outstanding after the due date and falling in arrears. Interest shall continue to be accrued on monthly compounding basis until all the payable amount of License Fee and other dues are finally paid and squared up. Such interest shall be charged on outstanding dues for the actual number of day(s) of delay in payment.
- 1.) In the event of the Licensee failing to deposit the outstanding License Fee and other dues within the 15 (fifteen) days' cure notice, DMRC shall issue

a termination notice to make payment of outstanding License Fee and other dues within next 30 (thirty) days.

- 2.) In the event of Licensee failing to deposit the outstanding License Fee and other dues within fifteen (15) days from the date of issue of 30 (thirty) days termination notice, on 16th day of issuance of aforesaid termination letter, DMRC shall disconnect all utilities provided to the Licensee.
- 3.) In the event of Licensee failing to deposit the dues within thirty (30) days from the date of issue of termination notice, it shall constitute Breaches/Surrender/Termination of License Agreement and Licensee's Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Chapter-12 of the License Agreement and forfeit any advance license fee paid along with the Interest Free Security Deposit after adjustment of any dues payable to DMRC.
- 4.) In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage, the dues remain outstanding for a period of more than 60 days, the license agreement may stand terminated without giving any notice to the licensee & Interest Free Security Deposit (IFSD) shall stand forfeited as per the provision of the license agreement.

7.2 Interest Free Security Deposit:

- a.) **Licensee shall pay Interest Free Security Deposit to DMRC, equal to 09 (Nine) months license fee payable in advance.**
- b.) **The Interest Free Security Deposit shall be increased and escalated by 20% on compounding basis after completion of every three (03) year of the license period.**
Non-payment of IFSD/additional IFSD will be consider as dues for lease out/ contract and will attract interest on the same.
- c.) The Interest Free Security Deposit minimum 35% or upto Rs.10 Lakh of IFSD/Performance Security whichever is higher shall be accepted only in the form of Demand Draft/ Pay Order in favour of DMRC Ltd. payable at New Delhi. However, remaining 65% or above Rs. 10 Lakh of the IFSD/Performance Security may be submitted in form of Bank Guarantee (BG) / FDR in favour of DMRC Ltd. and payable at New Delhi.

***Case-I:** The Interest Free Security Deposit up to Rs.10 Lakh shall be accepted only in the form of Bank Draft/ Pay Order/RTGS/NEFT in favour of DMRC Ltd. payable at New Delhi. If IFSD is calculated Rs. 15.0 Lakh, then first 10.0 Lakh in form of DD/PO and remaining Rs. 5.0 Lakh, may be submitted in form of DD/PO/BG/FDR.*

Case-II: If IFSD is calculated to be Rs. 100.0 Lakh, then first Rs. 35.0 Lakh (35% of Rs. 100.0 Lakh is higher than Rs. 10.0 Lakh) in form of DD/PO/RTGS/NEFT and remaining Rs. 65.0 Lakh in form of DD/PO/BG/FDR.

- d.) Interest free Security Deposit shall/can be paid as detailed below-
The Bank Draft/ Pay Order issued for payment of Interest Free Security Deposit shall be in favour of DMRC Ltd. payable at New Delhi and issued by a Scheduled Commercial Bank based in India,
- e.) Irrevocable Bank Guarantee issued for the payment of Interest Free Security Deposit shall be in the prescribed format, as per Annexure VIII of this license agreement, of DMRC issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, from/payable at its Branches located in Delhi/ NCR. The Bank Guarantee shall be valid for at least three years from its date of issuance. The Bank Guarantee shall be further renewed & extended further for a period of at least 3 (three) years on rolling basis before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked & encashed by DMRC without any prior intimation to the licensee. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Successful bidder shall be invoked & encashed by DMRC without any prior notice to the Licensee.
- f.) FDR's shall be accepted subject to the following conditions (*See Annexure X*):-
1. FDR should be in joint name with licensee starting with DMRC.
 2. The FDR should be duly discharged in favour of DMRC by the authorized signatory of the licensee on revenue stamp.
 3. An additional certification is required from the bank stating that, the Bank, as primary obligator shall, without demur, reservation, contest, protest, recourse and/or without reference to Licensee, pay to DMRC on the same working day of receipt of a written demand from DMRC. For the purpose of this clause, any letter making demand on the Bank by DMRC dispatched by Registered Post with Ack. Due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank as also any letter containing the said demand or claim is lodged with the Bank personally.
 4. The payment should be made without any reference to the licensee or any other person.
- g.) In case of a JV/ Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/ Consortium. However, splitting of the Interest Free Security Deposit/ performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/

Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.

- h.) The Bank Guarantee issuing bank as defined in clause no. 7.2 (e) above must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the Bank Guarantee will invariably be sent by the Bank Guarantee issuing bank to the DMRC's designated bank through SFMS and only after this, the Bank Guarantee will become operative and acceptable to the DMRC. Accordingly, it is licensee's responsibility to advise DMRC's bank particulars in this regard as detailed below to Bank Guarantee issuing bank and ensure the forwarding of advise of said Bank Guarantee through SFMS to DMRC's designated bank: at present, which is as given below-

ICICI Bank Limited
9A, Phelps Building,
Connaught Place, New Delhi – 110001.
IFSC Code: ICIC0000007

- i.) Interest Free Security Deposit will remain unchanged for a variation of (+/-) 10% from tendered area, as there's possibility of minor variation in area during handing over.
- j.) In case of successful completion of the full term of the License period i.e. 09 (Nine) years from commencement date of License Agreement, Interest Free Security Deposit shall be refunded without accruing any interest on it and after adjusting the outstanding dues subjected to fulfillment of all handover requirements by the Licensee up to the satisfaction of DMRC.
- k.) DMRC shall reserve the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit/ Performance Security at any stage of agreement i.e. currency/ completion/ termination/ surrender, against -
- 1.) Any amount imposed as a penalty and adjustment for all loses/damages suffered by DMRC for any nonconformity with the Agreement terms & condition by the Licensee.
 - 2.) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.
 - 3.) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - 4.) Any other outstanding DMRC's dues/ claims, which remain outstanding after completing the relevant course of action as per this License Agreement.
- l.) Once an amount is debited from the Interest Free Security Deposit, the Licensee shall replenish the Interest Free Security Deposit to the extent the amount is

debited, within 15 (fifteen) days period failing which it shall be treated as a Licensee's event of default and DMRC shall be free to terminate the License agreement as per the provisions of the agreement.

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

Escalation of 5% on license fee, OMC and any other charges and 20% on IFSD/performance security of additional area allotted shall be as per the license agreement for the allotted bare commercial space.

7.3 Taxes and Other Statutory Dues:

All other statutory taxes, statutory dues, local levies, GST, third party dues (i.e. electricity, water consumption charges etc.) as applicable shall be charged extra and shall have to be remitted along with the license fees for onward remittance to the Government. The successful bidder shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this tender document / license agreement. Any change in Tax structure as per govt. guidelines will also be applicable.

7.4 Property Tax and Registration of License Agreement:

- a.) The property tax applicable, if any, shall be applicable as per Chapter-16 of this license agreement for Property Tax/Service Charge and charging of same for mezzanine floor also.
- b.) Payment of stamp duty on execution & registration of the license agreement, if any, to be executed in pursuance of this bid shall borne by successful bidder/licensee.
- c.) The registration of the License Agreement of respective schedule shall be done within 30 (thirty) days of signing of License Agreement of the respective licensed schedule by the successful bidder/ licensee (registration fees, stamp duty etc to be fully borne by the successful bidder/ licensee) and the duly registered documents are to be submitted to DMRC immediately for records. Any amendment in the contract/ License Agreement, if required to be registered, shall also be registered within 30 (thirty) days from the date of amendment and duly registered documents shall be submitted to DMRC for records. In case the registration of the License Agreement/ Amendment is not done within the 30 (thirty) days for signing of License Agreement/ Amendment, it shall be treated as "Breaches/Surrender/Termination of License Agreement" in terms of Clause No.12.2(p) of this License Agreement. The Successful Bidder/ Licensee will be given 30 (thirty) days time to cure the default in terms of Clauses No. 12.3 of this License Agreement. In case Successful Bidder/ Licensee fail to remedies the default to the satisfaction of the DMRC within the cure period, DMRC may terminate the License Agreement of respective schedule after the expiry of cure period of 30 days duly forfeiting the Interest Free Security Deposit/ Performance

Security and any other amount paid by the Successful Bidder/ Licensee.

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

7.6 TDS (Tax Deducted Source)

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

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

- a. Challan for TDS payment which is deducted during payment must be submitted within 1 month for payment made under contract agreement.
- b. TDS return must be submitted on periodical basis as and when tax is deposited.
- c. In case licensee doesn't submit documents as mentioned in point no1 & 2 above within specified time limit given by DMRC, benefit/credit of TDS will be given to DMRC on actual deposit of TDS. Moreover, in case licensee submit late TDS or TDS return implication of the same shall be borne by Licensee and interest on delay submission TDS will be charges at @ 18% p.a.
- d. Non -Deposit of TDS will be treated as non payment of Dues as mentioned under Supplementary Agreement.

Development, Maintenance and Operation of Licensed Space

8.1 Development of Licensed Space:

Licensee shall be permitted to carry out development of the licensed space, like creation of structures and development of commercial space as defined in this license agreement, partitions, interior design works along with utilities like power supply, water supply, toilets, drainage system, HVAC, fire protection system, telecommunication system, etc. provided that:

- a) The all the developments shall duly adheres to the provision of all Applicable Laws including and in particular the prevalent Delhi Building Bye Laws and specified guideline/ requirements of other competent authorities as per DMRC specifications.
- b) The design and construction work shall strictly conform to relevant Standard Building Codes viz. National Building Code 2016 Part IV and good industry practice.
- c) It shall be the Licensee's sole responsibility to obtain all necessary prior clearance/ approval/ sanction from DMRC and other competent authorities for development/ modifications, FAR changes, fire protection system, etc. DMRC shall only provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.
- d) It is licensee's responsibility to compliance of Delhi Fire Service Act, 2007 and DFS Rules 2010 while developing the space. Moreover, it is Licensee's responsibility to obtain Fire NOC for the aforesaid development work as per relevant BIS Code of Practice and norms DMRC & Delhi Fire Services for the usage of the licensed space at its own cost.
- e) License shall ensure that no structural damage is caused to the existing building and other permanent structure as a result of its activities.
- f) Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.
- g) The facilities and works being undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the DMRC's employees, other users. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site.

- h) No material shall be stored or kept outside the site or in common area meant for movement of persons. Any special cleaning or drain clearance necessary as a result of the alteration works shall be carried out by Licensee at its own cost.
- i) The Licensee shall strictly comply with the safety procedure, measurement, specification & guidelines for execution of electrical works, approved list of materials, etc. as laid down in Annexure to this Agreement. All materials used for development of structures must be fire retardant. If it is noticed at any stage that licensee has compromised with the safety procedure, measurements, specifications, guidelines and quality of materials as laid down in the agreement, the penalty up to Rs.1,00,000/- (Rupees one lakh only) per instance per schedule shall be imposed on the Licensee.
- j) The Licensee may deploy security staff at its own cost for the safety of licensed space.
- k) Licensee shall bear all risk & cost and consequences of this development work in Licensed Space.
- l) On completion of development work, the Licensee shall furnish “As Built Drawings” of the premises including details of services along with all permissions/ approvals taken from the concerned departments.
- m) The Licensee need to ensure that the equipment does not interfere with the station installations and the licensee need to obtain prior written consent from DMRC for installing the equipment and for requesting DMRC to make available a suitable space/location for the same. DMRC reserves the right of refusal for installation of the equipment if it is the opinion that the Licensee’s equipment shall interfere with the station installations.
Licensee shall be allowed to do the branding of its own business only on the structure of the commercial space. However, placement of any kind of advertisement is not allowed.

8.2 The Licensee is expected to apply & obtain all necessary approvals/ permissions and timely to complete all development activities within specified fitment period from taking over the site. For any delay in completion of work, DMRC shall not be responsible. In any case, the License Fee shall become chargeable after the specified fitment period. Moreover, ***Methodology for calculation of Fitment Period shall be dealt as per clause-6.2 of Chapter-6 i.e. Tenure of License Agreement.***

8.3 Operation & Maintenance of Licensed spaces:

- a) Permissible Usage of Space: Commercial Spaces can be put for any activity except banned list of usages as given in Annexure-II of DLA.
- b) Licensee shall keep and maintain the Licensed Space in neat & clean, safe & sound by Maintaining it properly at their own cost during the License Period. Licensee shall bear the cost of minor day-to-day repairs, annual refurbishing and routine special repairs

required due to normal wear & tear with the efflux of time or due to planning/ constructional defects remained during augmentation of the Licensed Space. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency.

- c) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of DMRC's electrical inspectors/ authorized representative shall be complied by the licensee at its own cost. Licensee shall make provision for *Smart* energy meter as per extant DERC guidelines.
- d) Licensee shall ensure that fire detection and suppression measures installed inside their premises are kept in good working condition at all times. The Fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Licensee's staff must be capable of addressing the safety issues during any emergency including operation of fire extinguisher.
- e) In case of accident caused due to negligence of the Licensee resulting into injury/ death to DMRC employees/ other users/ any person or loss to DMRC property, Licensee shall compensate the loss(es), without prejudice to other actions under this Agreement at the sole discretion of DMRC, including termination of Agreement.
- f) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by DMRC fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- g) The overall control and supervision of the premises shall remain vested with DMRC who shall have right to inspect the whole or part of the licensed spaces as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement.
- h) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of DMRC for inspection of Licensed Space or for repair of DMRC utilities passing through the Licensed Space at any time and to abide by and comply with all instructions as may be indicated by the fire officer & other officials. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the licensed area, proper protection as advised by DMRC shall be done by Licensee.
- i) Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of metro operations, passenger safety, safety of metro properties and its assets.
- j) The Licensee and their authorized representatives including its sub-licensees or their further authorized representatives shall have free access to the licensed spaces at all the times. The necessary identity cards to such person(s) shall be issued by DMRC in

accordance with its extant policy. However, entry into paid area or travelling by Metro trains shall be as per general policy to DMRC commuters.

k) Encroachment: The Licensee shall not encroach upon common areas/circulating areas or any other space, and restrict their operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine/ compensation @ Rs.1000/- on the first occasion, Rs.3,000/- on the second occasion and Rs.4,000/- after second occasion shall be imposed by DMRC. Thereafter DMRC reserves the right to revoke the license for breach of contract.

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

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

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

n) It shall be sole responsibility of the Licensee to maintain law and order in its licensed premises. DMRC shall, in no way, will be responsible / accountable of any mis-happening in the premises given on license basis to Licensee.

Rights and Obligations

9.1 Licensee's Obligations:

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

- a) to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
- b) to develop, operate and maintain the Licensed Area at all times in conformity with this Agreement;
- c) to furnish "As Built Drawings" of the premises with 30 days of completion of development work.
- d) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors, sub-Licensee, etc.;
- e) to take all reasonable steps to protect the environment (both on and off the Licensed Bare space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- f) to duly supervise, monitor and control the activities of contractors, sub-licensees, agents, etc., if any, under their respective License Agreements as may be necessary;
- g) to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
- h) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of License Licensed Space or its assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- i) to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Metro Station, Commuters or DMRC's activities.
- j) at all times, to afford access to the Licensed Space to the authorised representatives of DMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the business of Licensed Bare Space, to inspect the Licensed Space and to investigate any matter within their authority and upon reasonable notice; and
- k) to comply with the divestment requirements and hand over the Licensed Space to DMRC upon Termination of the Agreement;

9.2 The Licensee shall be solely and primarily responsible to DMRC for observance of all the provisions of this License Agreement on behalf of its employees and representatives and further on behalf of the sub-Licensees, their employees and agents and any person acting under or for and on behalf of the Licensee or the sub-Licensees; contractor (s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, its agents or employees.

9.3 Sub- Licensing:

Licensee shall be entitled to sub-license the licensed space with the prior written approval of DMRC. However, for any such sub-license the following guiding principles shall be scrupulously observed.

- a) The licensee shall be entitled to sub-license, the licensed space, during the subsistence of the License period with a clear stipulation that sub-licenses granted shall terminate simultaneously with the termination of the License Agreement, including on sooner termination of the License Period for any reason whatsoever.
- b) All contracts, agreements or arrangements with sub-licensees shall specifically stipulate this covenant of termination of the sub-licensee's rights, and further that the licensee / sub-licensee shall not have any claim or seek any compensation from DMRC for any such termination.
- c) Licensee shall prepare a draft standard format of the sub-license agreement, which he/she/they shall be required to sign with the sub-licensees for the use of the Licensed Bare Spaces based on terms and condition of License Agreement between DMRC and successful bidder. The format of standard Sub-License Agreement shall be approved by DMRC before execution of any sub-license to third party. In case of any deviation from the above-mentioned standard draft sub-license agreements, licensee shall obtain the prior written consent and approval of DMRC before entering into an agreement with a sub-licensee. DMRC reserves the sole right not to give consent/approval to such a request and no compensation or claim on this account shall be entertained.

9.4 Licensee shall at all times adhere to all provisions of the Delhi Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by DMRC in this regard.

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

- a) The Licensee shall not have or claim any interest in the said licensed space as a tenant/sub-tenant or otherwise.
- b) The rights, which Licensee shall have in relation to the said licensed space, are only those set out in this Agreement.
- c) The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with

- d) traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.

9.6 DMRC's Infrastructure Facilities:

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

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

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

The Licensee shall indicate the estimated power/load requirement including air-conditioning/ refrigeration load along with the electricity load distribution plan as part of the preliminary plan submissions. Air-conditioning/ refrigeration within the said premises shall be arranged as required by the Licensee at his own cost after obtaining all written approvals from the electrical department of the licensor/ DMRC.

- (d) **Solid Waste.**

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

- (e) **Water & Drainage.**

The Water/drainage for licensed space shall be provided depending upon technical feasibility and availability only. The water charges shall be applicable @ Rs. 2000/- per month + GST/taxes, as applicable from time to time, for shops with a ½ inch pipeline capacity. However, if the licensee is desirous of increasing the pipeline

capacity, DMRC shall charge for the same at Delhi Jal Board's (DJB) commercial water rates. The total cost of providing water i.e. pipeline, water meter, etc. shall be solely borne by the licensee along with GST/taxes as applicable (if applicable at any point of time). **Water charges are to be escalated at the rate of 5% after completion of every one year of license period on compounding basis.** DMRC shall not be responsible for any discontinuity of water supply for whatsoever be the reason, hence any claim on account of that shall not be entertained.

(f) **Telephone.**

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

(g) **Parking.**

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

9.7 Services to be provided by DMRC.

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

9.8 CCTV surveillance.

As per the prevailed guidelines of Government/ Delhi Police, the licensee shall install Closed Circuit Tele Vision (CCTV) for coverage of entire areas inside the licensed premises. Special care shall be taken for the surveillance of the customers who access the licensed premises. Footage of at least last fifteen days shall be produced for security purposes and same shall be available if authorized officials of DMRC/ Delhi Police inquire for it.

Indemnity and Insurance

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said premises of Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to DMRC in accordance with its extant policies.
- 10.7 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.

- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 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.

Force Majeure

- 11.1 Neither DMRC nor Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:
- a) Earthquake, Flood, Inundation, Landslide.
 - b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
 - c) Fire caused by reasons not attributable to the Licensor / Licensee.
 - d) Acts of terrorism
 - e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
 - f) Strikes or boycotts, other than those involving the Licensor/ Licensee, its contractors, or their employees, agents etc.
- 11.2 The License fee for the portion affected due to Force Majeure shall be exempted for the affected period if the force majeure condition persists for more than 7 days.
- 11.3 Occurrence of any Force Majeure shall be notified to the other party within 7 days of such occurrence. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of 7 (seven) days to the other party and interest free Security Deposit/ Performance Guarantee shall be refunded by DMRC to the Licensee after adjusting outstanding dues, if any.

Breaches/Surrender/Termination of License Agreement

12.1 Surrender of License Agreement:

- (i) No partial surrender of licensed space or part of the licensed space within the respective licensed schedule which has been handed over to the Licensee by DMRC shall be permissible during the currency of the License Agreement.
- (ii) The Licensee shall have option to surrender the license agreement after lock-in period of 02 years for schedule I provided -
- a) The Licensee successfully completes initial 2 years lock-in period for schedule-I.
 - b) There is no arrear pending with the Licensee on the date of issue of surrender notice.
 - c) DMRC receives a 180 days advance notice, in writing, from licensee for its intention to surrender the license agreement for each schedule. Such notice of 180 days can be given as per the provisions of Clause No. 6.3, 6.4 & 6.5 of this license agreement and as per Clause No. 12.1 (iii), (iv) & (v) as given below.
 - d) Licensee continues to pay all dues as per schedule to DMRC till the date of pre-mature closure of License Agreement.
 - e) Licensee hand over peaceful possession of the all Licensed space to DMRC free from all encumbrances within 30 (thirty) days from the date of termination of License agreement.

If Licensee satisfies the above said conditions, DMRC shall terminate the Agreement and refund interest free Security Deposit/ Performance Security after adjusting any outstanding amount on the part of Licensee.

- (iii) If the licensee is desirous to terminate/ surrender the License Agreement in conditions as mentioned below

Sr. No.	Conditions	Grace Period & Notice Period	Treatment of IFSD	General Clauses
(1)	(2)	(3)	(4)	(5)
1.	Before expiry of the Lock-In Period	The License Agreement shall deemed to be terminated on the date mentioned in Termination/Surrender Notice, subject to confirmation by DMRC. No Grace Period shall be provided to Licensee in such a case	Balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of DMRC after adjustment of outstanding dues, if any.	1. DMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/Performance Security, from the other contracts of

2.	Immediately after completion of Lock-In Period	For this, the Licensee shall give 180 days prior intimation to DMRC before completion of defined Lock-In period. [In case lock-in period is of 5 years, prior intimation can be given after 4½ years).	Balance Interest Free Security Deposit/ Performance Security shall be refunded after adjusting the outstanding dues, if any	Licensee in DMRC; 2. The outstanding dues shall be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else DMRC will seize their property;
3.	After expiry of Lock-In Period without serving any Surrender Notice or shorter	The License Agreement shall deemed to be terminated on completion of such improper intimation/ Notice Period	Balance Interest Free Security Deposit/ Performance Security shall be refunded after adjustment of License Fee for Surrender Notice Period and outstanding dues, if any.	3. DMRC shall be free to dispose-off the property/goods in whatsoever manner as it deems fit; 4. Licensee shall have no claim for compensation or consideration/damages.

12.2 Breach of License Agreement/ Licensee's Events of Default:

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

- a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to DMRC without any contributory factor of the Licensee.
- b) If the Licensee fails to pay License Fee, utility charges, penalty or Damage herein specified or any other due to be paid by the Licensee to DMRC by the stipulated date.
- c) If the Licensee makes any of the following changes in Ownership:
 - i. 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-3) 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) If the Licensee fails to get registration of License Agreement/ Amendment of License Agreement at appropriate registration authority within 30 (thirty) days of signing of the license agreement / amendment of license agreement.
- q) If the licensee fails to pay to DMRC Ltd. the demand for Property Tax/Service Charge in terms of Chapter-16 of this license agreement.

12.3 Termination of License Agreement by DMRC:

Provided that in the event of application of clauses 12.2 (a), (b), (p) & (q) above, DMRC shall give to the Licensee 15 (fifteen) to 30 (thirty) days time as applicable to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee's Event of

Default. 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 along with forfeiture of Interest Free Security Deposit after adjustment of all dues payable. 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 Clause 12.2(c) to (o) DMRC may terminate the License Agreement with immediate effect.

12.4 On Operational Ground:

DMRC reserves the right to terminate 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 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.

12.5 Termination for Force Majeure:

The License Agreement may be terminated for Force Majeure Reasons as specified in Chapter-11.

12.6 Other Terms & Conditions:

(i) On termination of License Agreement:

- a) All sub-licenses/ third party agreements, entered by the Licensee, shall stand terminated with immediate effect ;
- b) In case of termination of agreement on account of Licensee's Events of Default, the 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.
- c) All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere, and
- d) A notice of vacation shall be issued to the Licensee to vacate the premises within 30 days after date of issue of termination notice.

- (ii) On termination of the license agreement, the Licensee shall handover the vacant possession of the licensed premises to DMRC's authorized representative within 30 days (grace period) from the date of termination of License Agreement, after

removal of plants, equipments, furniture, fixtures, etc. installed by the Licensee at its own cost, without causing damage to DMRC structures. The Licensee shall be allowed to remove their temporary structures, assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, DMRC reserves the right to deduct/ recover damage charges. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.

Note:

- 1) If, the licensee fails to vacate the licensed space/ premises within the grace period, penalty of twice the prevalent monthly License Fee shall be chargeable for occupation beyond Grace Period.
- 2) Non-vacation of Licensed premises even after laps of Grace Period shall empower DMRC to take over the goods/ property treating at NIL value, even if it is under lock & key; and DMRC shall be free to dispose-off the goods/ property in whatsoever manner as it deems fit.
- 3) Licensee shall have no claim for compensation or consideration/ damage after completion of Grace Period. If, Licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit/ Performance Security available with DMRC. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period. In case of non-vacation and forceful eviction of the inventory shall be done along with forfeiture of IFSD after adjustment of dues.

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

Explanation-

<i>S.No.</i>	<i>No. of Days from the Date of Tenure Completion/Surrender/Termination</i>	<i>Remarks</i>
1	0-30	No License Fee but utility charges to be borne by licensee

2	31-60	Double License Fee along with utility Charges will be borne by licensee.
3	At 61 st Day	Double License Fee along with utility Charges will be borne by licensee and Forceful eviction of the inventory.

- (iv) After vacating the premises, the Licensee shall submit a vacation certificate from the DMRC's authorized representative as a proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate from the Station in-charge or its authorized representative, shall not be accepted.
- (v) The termination of this Agreement shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to DMRC including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the Depot in charge or his authorized representative subsequent to termination of License Agreement.
- (vi) Rights of DMRC on Termination: DMRC shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Licensed space.
- (vii) On termination of Agreement, DMRC shall have rights to re-market or to seal/ lock the Licensed Space.

Article: Dispute Resolution

13.1 Amicable Resolution

13.1.1 No legal action till Dispute Settlement Procedure is exhausted.

Any and all Disputes shall be settled in accordance with the provisions of Article 13. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Article 9 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

13.1.2 Notice of Dispute

For the purpose of Sub-Clause 13.1.2, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the termination/surrender/completion of contract as advised/intimated by DMRC to the Licensee.

13.1.3 Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

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

13.1.4 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.

13.1.5 Conciliation Procedure

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

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

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

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

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible

settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

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

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

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

13.1.6 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

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

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

13.2 Arbitration

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

- a) Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the DMRC, shall be referred to arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by CE/Contract on behalf of MD/DMRC at following address:
Office of CE/Contract
Delhi Metro Rail Corp. Rail Limited,
5th floor,A-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road
New Delhi-110001
011-23415838
- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

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

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

13.2.2 Procedure for Appointment of Arbitrators:

The arbitrators shall be appointed as per following procedure:

- i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by CE/Contract on behalf of MD/DMRC, the DMRC will forward a panel of 03 names to the Licensee. The Licensee shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the DMRC. In case the Licensee fails to choose one Arbitrator within 30 days of dispatch of the request of the DMRC then MD/DMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.
- ii) In case of 3 Arbitrators:
 - a) Within 60 days from the day when a written and valid demand for Arbitration is received by CE/Contract on behalf of MD/DMRC, the DMRC will forward a panel of 5 names to the Licensee. The Licensee will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the DMRC.
 - b) DMRC will decide the second Arbitrator. MD/DMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Licensee within 30 days from the receipt of the consent for one name of the Arbitrator from the Licensee. In case the Licensee fails to give his consent within 30 days of dispatch of the request of the DMRC then MD/DMRC shall nominate both the Arbitrators from the panel.
 - c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Licensee or from the larger panel of Arbitrators to be provided to them by DMRC at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / DMRC, New Delhi.
 - d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/DMRC fails to act without undue delay, the MD/DMRC shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
 - e) The DMRC at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Licensee.

13.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 13.2.2 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.

- 13.2.4** 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.
- 13.2.5 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the ED/PB for the purpose of obtaining his decision. No decision given by the ED/PB in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.
- 13.2.6 It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act , 2015 or as amended up to date.
- 13.2.7 If the Licensee (s) does/do not prefer his/their specific and final claims in writing with in a period of 28 days of receiving the intimation from the DMRC about the termination/surrender/completion of contract, he/they will be deemed to have waived his/their claim(s) and the DMRC shall be discharged and released of all liabilities under the contract in respect of these claims.
- 13.2.8 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.
- 13.2.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.
- 13.2.10 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.
- 13.2.11 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.
- 13.2.12 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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)

Fees of the External Arbitrators dealing with Arbitration Cases

S.No.	Description	Maximum amount payable per External Arbitrator, per case	
1.	Arbitration Fee	Refer section 11(14) – The Fourth Schedule of “The Arbitration and Conciliation (Amendment) Act, 2015”	
		Sum in Dispute *	
		Model Fee	
		Up to Rs. 5.00 lakh	Rs. 45,000
		Above Rs 5.00 lakh and up to Rs 20.00 lakh	Rs. 45,000 plus 3.5% of the claim amount over and above Rs. 5.00 lakh
		Above Rs 20.00 lakh and up to Rs 1.00 crore	Rs 97,500 plus 3% of the claim amount over and above Rs 20.00 lakh
		Above Rs 1.00 crore and up to Rs 10.00 crore	Rs 3,37,500 plus 1% of the claim amount over and above Rs 1.00 crore
		Above Rs 10.00 crore and up to Rs 20.00 crore	Rs 12,37,500 plus 0.75% of the claim amount over and above Rs 10.00 crore
		Above Rs 20.00 crore	Rs 19,87,500 plus 0.5% of the claim amount over and above Rs 20.00 crore with a ceiling of Rs.30.00 lakh. *Ceiling limit of Rs. 30 lakh is inclusive of Rs. 19,87,500/-
		*Sums in dispute mentioned above shall include any counter claim made by a party also.	
		Note 1. In the event, the arbitral tribunal is a sole arbitrator, he/she shall be entitled to an additional amount of twenty-five percent on the fee payable as above. 2. The fee shall be conveyed to Arbitrator(s) at the time of issuing the appointment letter.	
2.	Secretarial Assistance & Incidental Charges (telephone, fax, postage etc.)	Rs 20,000/- per case, payable to sole Arbitrator or presiding Arbitrator only on behalf of Arbitral Tribunal, in case where Secretariat Assistant/ Personal Assistant is arranged by sole Arbitrator/Arbitral Tribunal at their own OR INR 10,000/- per case, payable to sole Arbitrator or presiding Arbitrator only on behalf of Arbitral Tribunal, in cases where Secretariat Assistant/ Personal Assistant is provided by DMRC on the request of sole Arbitrator/ Arbitral Tribunal. In such cases, Secretariat Assistant/ Personal Assistant shall be paid @ INR 1000/- per hearing/meeting held in DMRC premises based on certification by sole Arbitrator or presiding Arbitrator of Arbitral Tribunal.	
3.	Other Expenses of hearing only	(actuals against bills subjected to the prescribed ceiling) applicable for the days	
	i) Travelling Expenses	Economy Class (by Air), First class AC (by train) and AC Car (by road)	
	ii) Lodging and Boarding	a) Rs 15,000/- per day (in metro cities) b) Rs 7,500/- per day (in other cities) c) Rs 3,000/- per day, if any arbitrator makes their own arrangements	
4.	Local Travel Charges	Rs 2,000/- per day of hearing/ meeting	
5.	Providing facilities of	Meeting Room shall be provided by DMRC, otherwise `5,000/- per day of hearing/ meeting of Arbitration.	

hearing rooms, for arbitration hearings & secretarial assistance etc.	
---	--

Note:-

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

SCHEDULE D (Part B)

Fees of the External Conciliator dealing with Conciliation Cases

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

Note:-

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

SCHEDULE D (Part C)

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

S.No.	Description	Maximum amount payable per Conciliator, per case												
1.	Conciliator Fee	Rs5,000/- per sitting (to be equally shared by both the Parties) subject to ceiling as prescribed below :												
		<table border="1"> <thead> <tr> <th>S.No</th> <th>Amount of dispute (in `)</th> <th>Ceiling limit (in `)</th> </tr> </thead> <tbody> <tr> <td>i)</td> <td>Up to 1 Cr.</td> <td>Rs25,000</td> </tr> <tr> <td>ii)</td> <td>1 to 10 Cr.</td> <td>Rs50,000</td> </tr> <tr> <td>iii)</td> <td>Above 10 Cr.</td> <td>Rs75,000</td> </tr> </tbody> </table>	S.No	Amount of dispute (in `)	Ceiling limit (in `)	i)	Up to 1 Cr.	Rs25,000	ii)	1 to 10 Cr.	Rs50,000	iii)	Above 10 Cr.	Rs75,000
		S.No	Amount of dispute (in `)	Ceiling limit (in `)										
		i)	Up to 1 Cr.	Rs25,000										
ii)	1 to 10 Cr.	Rs50,000												
iii)	Above 10 Cr.	Rs75,000												
Note: The above fee is for hearings and includes a maximum of 3 internal meetings held at DMRC office by the Conciliators for finalization of award without the presence of the Parties involved.														
2.	Reading Charges/Studying of Documents	Rs5,000/- per Conciliator per case including counter claim												
3.	Secretarial Assistance & Incidental Charges (telephone, fax, postage, messenger etc.)	Rs10,000/- per case												
4.	Charges for publishing Settlement Agreement	Rs10,000/- per case												

Representations and Warranties

14.1 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 commercial 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.

14.2 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.

14.3 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.

Miscellaneous

- 15.1 All penalty amounts stipulated in the License Agreement shall become double after completion of every 3 (three) years from the date of commencement of License Agreement on rolling basis.
- 15.2 Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines, building guidelines, fire norms etc. DMRC shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.
- 15.3 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee. 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.

15.4 Employees conduct:

The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. Licensee shall arrange ID cards for their personnel from Pass Section/ DMRC Ltd. as per extent rules for the same. All the Licensee's personnel shall be required to possess ID card issued by DMRC 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.

15.5 Signage :

- a) The Licensee shall have the right to display signage(s) of suitable size for displaying its generic name of each Space. The signage may be illuminated or non-illuminated at the Licensee's option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. The Licensee shall need to obtain a written approval from DMRC before putting up any form of signage and DMRC reserves the right to refuse or to suggest an alternative to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by DMRC. However, separate space for generic signage may be provided at ground level subject to feasibility.

- b) No advertisement in any format shall be permitted in/ in the Licensed Space.
- c) Any violation of above provisions shall attract a penalty of Rs. 5000/- per signage on the first occasion and Rs.50,000/- per signage on the second occasion. The persistence violation of these provisions shall constitute Licensee's event of default.
- d) Licensee has to display the Company/Firm/individual name and the Shop/Space no. Details with GST no. (if applicable) at a visible location of the allotted space.

15.6 Notices:

DMRC and Licensee voluntarily and unequivocally agrees –

- a) That any notice to be served upon DMRC shall be sufficiently served and given if delivered to-
**“Executive Director/Property Business,
3rdFloor, A Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110 001”**
- b) That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/Speed Post/Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensee.
- c) That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the Executive Director/Property Business or by his duly authorized representative. All Notice shall be addressed as above.
- d) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

CHAPTER:16

Property Tax/Service Charge and Charging of Mezzanine Floor

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

- Date of raising demand of property tax/ service charge for the applicable financial year under consideration: By 15th April of the said year.
- Last date of payment of dues against property tax/ service charge to DMRC for financial year under consideration: By 30th April of the said year.

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

The non-payment of aforementioned dues against property tax/ service charge within stipulated time frame shall be constituted as Breaches/Surrender/Termination of License Agreement of License Agreement and DMRC shall initiate proceedings as mentioned in relevant clause of License Agreement for Breaches/Surrender/Termination of License Agreement condition.

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

Construction of mezzanine floor by the licensee shall be permitted adhering to prescribed norms, after due approval from DMRC. Prospective bidders to quote their bid(s) keeping in view the availability of additional floor area in form of mezzanine floor, subject to feasibility / norms & DMRC approval. No additional licensee fee shall be charged for creation of this additional floor in form of mezzanine level.

However, for areas/ space with lower height, intermediate slabs may be permitted with approval of DMRC for storage of utilities. The same shall not be charged.

However, at the time of termination or natural completion of contract, DMRC reserves the right to ask the licensee to restore the licensed premises as per original allotment.

In case of construction of mezzanine floor, the applicable property tax/ service charge will also be charged & recovered for the mezzanine floor, if any, from the licensee.

Tender Document

Annexure-I

**Details of Bare Commercial Spaces Offered for
Licensing at Supreme Court Metro Station on Line-3
DMRC Network.**

S.No.	Station	Area Location	Total Approx. Area (in Sqm)
1	Supreme Court	Ground Floor	40.00(04 units of 4m*2.5 m(each))

Note-1: Areas indicated above are approximate. Actual area measured at the time of handing over shall be final. If there is any variation in area the License Fee and other dues shall be charged for actual area handed over.

Note-2: the spaces are offered on license basis are available on “as is where is” basis.

Note-3: All scheduled spaces can be utilized for any activity except the activities specified in banned list as detailed in Annexure-II.

List of Usages Banned/ Negative List

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Sale of tobacco and tobacco products.
4. ATMs
5. Coal/Gas based cooking strictly prohibited.
6. Advertisement at any location and in any format.
7. Banqueting and similar activities.
8. Sale of liquor and alcohol based drinks or beverages.

Annexure-III

No.

Dt. __/__/__

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

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

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

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

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

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

Date: ____/____/____

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

Annexure-III (1)

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

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

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

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

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

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

Name and designation of authorized representative of 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-III (2)

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

To,

Delhi Metro Rail Corporation Ltd.
O/o- Executive Director/ _____.
2nd Floor, Metro Bhawan,
Barakhamba Road,
Delhi – 110001

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

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

Sir,

- 1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against aforementioned license agreement.
- 2.) That, I/we _____ (Name of Licensee/ authorized representative of company/ party/ Licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.
- 3.) That, I/we also voluntarily agree to submit the format for intimation for deposition of payments via RTGS/NEFT/ECS in 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, IFSC code – UBIN0530786, MICR code – 110026006 A/c No. – 307801110050003** subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in 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-IV

RULES AND GUIDE LINES FOR -RELEASE OF ELECTRIC POWER

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of DMRC at station; availing power supply from outside agencies in DMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available DMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, licensees may however, provide UPS / Inverter at their cost if they so desire.
3. Underground metro stations are already air-conditioned and hence separate AC may not required. In underground stations, installation of window / split AC generally are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis subject to availability of spare capacity with DMRC and DMRC reserve the right for releasing spare chilled water capacity to the licensee. BTU meter will be provided by licensee for charging the electricity of delivering tonnage to licensee by applying suitable conversion formula; The work regarding the air-conditioning which includes tapping the water from the DMRC chilled water pipe line, AHUs, FCUs and other necessary installation for air conditioning shall be done by Licensee. Generally the operating timing of chiller at underground metro station is from 0800 Hrs to 2130 Hrs. However, for elevated stations licensee may provide AC at his own cost conforming to detailed specifications attached at **Annexure-D**.
4. DMRC will attempt to provide electricity at the point nearest to location after getting application as per **Annexure-A**; licensee is required to undertake electrical work for extension of power from nominated source and as per cable layout plan released by Electrical O&M at the time of load sanction under DMRC supervision and complying all codal provisions listed DMRC specifications as per **Annexure C**, & upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
5. DMRC provides power supply (Temporary/Permanent) up to leased premises on chargeable basis. Subject to completion of following work by the Licensee.
 - Supply and laying of cable including end termination of suitable size (rating suitable for allowable electric load) FRLS for RC section and LSZH cable for UG section (from source to nearest point) as per standard specifications.
 - Supply and fixing of meter box, energy meter with all necessary electrical safety equipment.
 - Licensee shall extend power supply from this Meter box at his own cost and work will be done by electrical contractor having a valid Electrical contractor certificate issued by Govt. of Delhi and NCR and shall provide installation test report as per **Annexure-B**. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises, **Annexure-C**. Licensee is also required to comply with necessary provision for fire safety in accordance with

stipulations attached at **Annexure-E**. The work executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.

6. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, energy meter, can be taken back by licensee without damaging any of the connected DMRC accessories i.e. cable trays, and false ceiling etc.
7. Temporary Power supply for fitment of leased area:
 - a) If licensee desires they may seek an electrical connection for carrying out fitment of leased area only for limited period. At the request of licensee, electrical O&M shall permit temporary electricity connection for fitment period. The electricity supplied during the period shall be charged as per the prevalent DISCOM guidelines for charges pertaining to temporary supply. The arrangement for availing temporary supply i.e. supply and installations of energy meters, cables, related switchgears etc.(as per DMRC specification at Annexure-C) shall be responsibility of the licensee. DMRC shall only provide the tapping point from where supply to be extended. In order to avail the temporary supply the Licensee shall give written request to Electrical O&M through concerned controlling department. DMRC shall provide a Temporary Load of minimum 1KVA or up to 2 KVA for every 100 sqm or proportionate with respect to of leased area. If the licensee desires to have excess load than specified above then excess power of 10 KVA may also be granted with the prior approval of Electrical/O&M.
 - b) If even after the completion of the fitment period if the licensee does not apply for permanent supply with all the electrical and fire safety compliances then maximum permissible time of 60 days shall be granted to the licensee on the previously approved temporary load. No extra load/Permanent load shall be granted till all the safety compliances are complied. After 60 days of the fitment period, PD/PB department shall ensure that no any commercial activity is further permitted till the compliances of the electrical and fire safety issues.
8. Procedure for release of Permanent Supply: The permanent load shall be supplied normally at the rate of 0.2KVA/sqm of space licensed out in case of Underground station and 0.5KVA/sqm in case of elevated station. The excess power if required may be granted subject to availability of spare load with DMRC. The load shall be given after ensuring all safety compliance and completion of electrical and fire safety works as per Annexure-E in leased premises in all respect i.e, complying to the necessary stipulations as specified in these documents, other relevant contract documents, applicable standards and ensuring that work executed by licensee is aesthetically pleasant. Format of application for electric connection and lists of documents required is attached at Annexure-A
9. TARIFF: Rate of electricity shall be charged from licensee which is applicable for concerned DISCOM from where DMRC is sourcing power.

Format of Application for Power Supply

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

Procedure

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

Annexure-B

Electrical Installation Test Report

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

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

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

Seal & Signature of the Licensee

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

SPECIFICATIONS FOR ELECTRICAL WORKS

1. Licensee is required to obtain prior approval of DMRC before carried out any work pertain to electrical & fire. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision electric till be borne solely by the licensee. The licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station load up to 10 KVA shall given in single phase & in case of underground stations load upto 5KVA shall be given in single phase. Load above this it shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at DMRC end.
3. Cables upto 6 Sq.mm. will be of copper conductor and above 6 Sq.mm. Aluminum conductor may be used. However in case of underground station use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth for the single phase, both for elevated and underground section of DMRC. For three phase load four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations 2 separate earth wire of 8 SWG copper conductor shall be used.
4. For, elevated stations all wires shall be FRLS. Cables shall be armored, XLPE, FRLS. In case of Underground, stations all wires and cables shall be armored XLPE, FRLSZH and conform to NFPA-70, and BS-6724 standard.
5. The meter along with MCB-& ELCB box will be metallic and without any holes. DPMCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table-1
6. Use of any PVC material is not permitted in the underground stations.
7. Licensee will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
8. All materials specification must follow standards, codes and specification as specified in **Annexure-C, Table-I Annexure -C/I.**
9. In case, the licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, DMRC reserves the rights to revoke the license and forfeited the interest free security deposit.
10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and Signage in signage's panel shall also be FRLSZH in case of UG stations.
12. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL - 94 standards on flammability of material.

Table: 1 -- Rating of Electric Items

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

Table: 2 Fire Safety measures

FIRE SAFETY INSPECTION CHECK-SHEET			
[For Kiosk / Shops area up to 250 m² inside station building]			
PD/PB Licensee: _____ Floor Area _____ Floors : _____ Station: _____			
Line: _____ Date: _____			
S N	CHECK POINT	OBSERVATION	REMARKS
KIOSKS (up to 100 m² area)			
1	Provision of fire extinguishers		
a	Up to 10 m ² : One ABC 2 Kg fire extinguishers m		
b	Above 10 m ² and below 50 m ² : One ABC 4 Kg fire extinguisher		
c	Above 50 m ² and below 100 m ² : One ABC 4 Kg fire extinguisher and one 9 ltr water type		
SHOPS (up to 250 m² area as integrated design part of metro station)			
1	Provision of fire extinguishers		
a	Up to 10 m ² : One ABC 2 Kg fire extinguishers		
b	Above 10 m ² and below 50 m ² : One ABC 4 Kg fire extinguisher		
c	Above 50 m ² and below 100 m ² : One ABC 4 Kg fire extinguisher and one 9 ltr water type extinguisher		
d	Above 100 m ² and below 250 m ² : Atleast two ABC 4 Kg fire extinguisher and two 9 ltr water type extinguisher		
2	Provision of smoke detector		
a	At true ceiling level provided by DMRC		
b	Below false ceiling provided by licensee and connected with station FACP		
c	Smoke detector/s available in each room		
3	Provision of sprinklers		
a	At true ceiling level provided by DMRC		
b	Below false ceiling provided by licensee and connected with station sprinkler line		
c	Sprinkler/s available in each room		
OTHER CHECK POINTS			
1	Any unsafe electrical works?		
2	Other applicable fire prevention, life safety and fire protection measures with respect to occupancy class is implemented ?		
3	Is good house-keeping practice followed ?		
Note: For bigger commercial spaces, i.e. More than 250 m ² area, joint inspection will be conducted on the basis state fire service's issued directives and approved plan for execution by licensee.			
DMRC Inspecting Officials Details:		Licensee Details:	
Sign : _____	Sign : _____	Sign : _____	
Name : _____	Name : _____	Name : _____	
Emp ID : _____	Emp ID : _____	Emp ID : _____	
Department : Fire Wing	Department : PD / PB	Licensee : _____	

Annexure-C/I

List of Approved Makes

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

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

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

SPECIFICATION OF AIR CONDITIONER

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

General Technical Requirements:-

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.
2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-22 with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS: 10617 part (1)-1983 (amendment 1 & 2). Rotary compressor shall be covered by manufacturers test certificate.
3. The air conditioners shall be complete with automatic temperature control and cut - in and cut out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step-less type mechanical thermostat or electronic thermostat as per IS: 11338:1985.
4. The filter pads provided shall be washable.
5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-enameled finish preceded by undercoat of anti-corrosive primer paint phosphating and through cleaning-of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic painting are also acceptable in lieu of stove enameled finish.
6. Overall power factor of the unit shall be at least 0.85 at capacity rating test -conditions.
7. Maximum power consumption of the split air conditioners shall be at capacity rating test conditions.
8. Galvanized sheet shall conform to IS:277/2003.
9. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 mtrs. length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
10. Refrigerant used shall be Freon-22.
11. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.
12. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test— requirement for Grade V 0 as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.
13. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.
14. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed (Three speeds) and setting up of-temperature.
15. Installation of pipes, Insulation and cables beyond 6Mtrs, if required:
 - i) Suction line copper pipe of 0.70mm thickness.
 - ii) Liquid line copper pipe of 0.70mm thickness.

- iii) Expanded polyethylene foam or other suitable insulation tubing for suction line copper pipe.
 - iv) Drain pipe (15mm dia flexible PVC pipe).
 - v) Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect both the units with each other.
16. Installation: Location of ODU is to be finalized after approval from DMRC. The installation at site shall comprise the following work:
- (i) Mounting/Fitting indoor & outdoor units at the respective locations.
 - (ii) Laying refrigerant—piping and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
 - (iii) Insulating the suction pipe with expanded polyethylene foam 5mm tubing or other suitable.
 - (iv) Laying 15mm drain pipe to throw out the condensate water being formed in the indoor unit and connecting it to station drain.
 - (v) Leak testing the entire system.
 - (vi) Charging Refrigerant-gas in the unit.
 - (vii) Suitable electric wiring between indoor and outdoor, upto switch AT location of indoor unit. Switch/Soc.ket/Plug are also included.

Fire Safety Requirements

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

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

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

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

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

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

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

OR

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

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

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

The Bidder hereby agrees and undertakes:

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

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

- equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
- 13.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee shall only be the permitted to use standby UPS/Inverter system shall also be taken as a part of total connected load.
 - 13.8 The Total Demand Load & Total Connected load shall be treated as same. Licensee shall have to pay applicable demand charges as per the Total Connected Load Only.
 - 13.9 Licensee shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
 - 13.10 Licensee shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Licensee's cost shall carry the entire work. DMRC's representative may inspect and supervise the work.
 - 13.11 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder shall be submitted by the Licensee. Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
 - 13.12 Licensee shall not be allowed to provide Room Heating appliance of any kind.
 - 13.13 The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 1 KVA on which the demand charges as applicable shall be paid by the Licensee. The excess power if required may be granted subject to availability of spare load with DMRC.
 - 13.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection shall be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit after adjustment of all dues what so ever.
 - 13.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, suitable action shall be taken to respective State Electricity Act.
14. That the Bidder shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Bidder's premises.
 15. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purposes.
 16. That the supply shall not be extended/sublet to any other premises.
 17. That the Bidder's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Bidder's premises.
 18. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Bidder, in the event of

termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.

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

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

Date:

Place:

**Signature of Bidder
(Full name)**

Signed and delivered in the presence of:

Witness 1

Signature _____

Full Name _____

Complete Address _____

Phone No. _____

Witness 2

Signature _____

Full Name _____

Complete Address _____

Phone No. _____

List of Documents to be submitted along with Declaration

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

Tender Document

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, *Smart* 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 FRZHS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per DMRC's approval).
 - 13.5 DMRC shall provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10 KW, Electrical load requirement exceeding 10 KW shall be given on 3-phase, 415V, 50Hz subject to availability.

- 13.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
- 13.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee shall only be the permitted to use standby UPS/Inverter System with maintenance free battery. The Load of such standby UPS/Inverter system shall also be taken as a part of total connected load.
- 13.8 The Total Demand Load & Total Connected load shall be treated as same. Licensee shall have to pay applicable demand charges as per the Total Connected load only.
- 13.9 Licensee shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
- 13.10 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder shall be submitted by the Licensee.
- 13.11 Fire Extinguisher: Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
- 13.12 Licensee shall not be allowed to provide Room Heating appliance of any kind.
- 13.13 The power shall be supplied normally at the rate of 0.2 KVA/sq. m. of space licensed out. Minimum load to be given shall be 1 KVA on which the demand charges as applicable shall be paid by the Licensee. The excess power if required may be granted subject to availability of spare load with DMRC
- 13.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection shall be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit after adjustment of all dues what so ever.
- 13.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, suitable action shall be taken as per respective State Electricity Act.
14. That the Bidder shall have no objection at any time to the rights of DMRC to supply energy to any other consumer from the service line or apparatus installed on the Bidder's premises.
15. That the supply shall be used for the purpose that it has been sanctioned by DMRC and shall not be misused in any way to serve any other purpose.
16. That the supply shall not be extended/sublet to any other premises.
17. That the Bidder's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Bidder's premises.
18. That DMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Bidder , in the event of

termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.

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

Date:

Place:

Signature of Bidder

(Full name)

Signed and delivered in the presence of:

Witness 1

Witness 2

Signature_____

Signature_____

Full Name_____

Full Name_____

Complete Address _____

Complete Address_____

Phone No._____

Phone No._____

List of Documents to be submitted along with Declaration

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

Tender Document

Annexure-V**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
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
7	WOODEN FLOORS	Armstrong World Industraies (India) Pvt Ltd
		Action Tesa (Action Buildwell)
		Pergo
8	PU COATAED FLOORS	Cipy Polyurethanes
		H C Associaates
		Pidilite
		Shalimar Paints
		Sika
9	GRC PAVING TILES	Unistone
		Nimco Prefab
		Hindustan Tiles
10	PAVERS & CHEQUERED TILES	UniStone Products (India) Pvt Ltd
		CCC Builders Merchant Delhi Pvt Ltd
		Nimco Prefab
		Hindustan Tiles
		Terra Firma (Now Terra Firma GRC & Concrete Industries)
		Nilco
		Hindustan Tiles
		Ultra Tiles
		OrasieGranito Limited (Marbito Vitrified Tiles)
11	MOSAIC TILES	Bisazza (Glass Mosaic Tiles)
		Mirdul Enterprises
		Italia
		Kenzai
		Opio
		Eon Ceramics
12	EMULSION PAINTS	ICI Dulux
		Modi Industries
		Acro Paints

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

		Glaverbel
		Saint Gobain
		Sejat
18	STRUCTURAL GLAZING FABRICATORS	PERMASTEELISA (INDIA) PRIVATE LIMITED
		Alufit (INDIA) Pvt Ltd
		SP Fabricators Pvt Ltd
		Alpro India
		AshooDecore (India) PvtLtd
		Innovators
		Façade India Testing Inc
19	ALUMINIMUM COMPOSITE PANEL	AlucoBond
		ReynobondMarketedd through Kawneer India Stockists HECTAFINE CONSTECH INDIA PVT LTD)
		ALPOLIC (A Mitsubishi product)
		Alsgtrong
		Alex Panels
		AL STONE INTERNATIONAL
		Aludecor Lamination Pvt Ltd
		Alupan Composite Panels Pvt Ltd
20	GRC PRODUCTS (GARC Screen Panels etc.)	UniStone Products (India) Pvt Ltd
		Hindustan
		TERRA FIRMA GRC & CONCRETE Industries
21	WAX PLASTER	Unitile India Pvt Ltd
		Oikos India Pvt Ltd
		Acro Paints
22	GYPBOARD CEILINGS	Gyproc (Saint Gobain)
		Lafarge Boral Gypsum India Pvt Ltd
23	CALCIUM SILICAATE BOARD	Promat
		Hilux
		Acon Pan
		Aeroline
24	SS MS / GI POWDER COATED CEILING	Hunter Douglas

		Armstrong
		Durfum
25	ADHESIVES FOR TILES	Pidilite
		Araldite (Huntsman Advanced Materials)
		Toyo Ferrous Crete (P) Ltd
		SumanyEzy Grout
		MYK Laticrete
		Maper
		Unistone Ultimate Tile Adhesive
26	TILE JOINT FILLER	Bal Adhesives and Grouts
		"Roff Rainbow Tile mate" of Roff Construction Chemicals Pvt Ltd
		Winsil 20/ malibu-tech
		Silicon Sealant of GE Bayer Silicone
		"Zentrival FM" of MC-Bauchemie (India) Pvt Ltd
		MYK Laticrete
		Toyo Ferrous Crete (P) Ltd
		Mapei
		Unistone Super Grout
27	POLY SULPHIDE SEALANTS	Pidilite
		STP Limited
		Sika
		CICO
		BASF
		FOSROC
		SWC
28	SILICONE SEALANTS	GE Bayer Silicones
		Dow Corning
		Sika
		McCoy Soudat
29	SILICON WATER REPELLANT SOLUTION	GE Bayer Silicones
		Metroark
		STP Limited
		MC Bauchemie
		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
		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 CLAMPS	Hilti India Pvt Ltd
		BOSCH FISCHER
		Canon Fasteners
		Boun Group
45	DOOR HARDWARE	Dorma
		Hafele
		Dorset
		Dline
		Hardwyn
		Ozone
46	DRAINAGE PIPES	Heffich India Pvt Ltd
		TirupatiPlastomatics
47	DUCTILE IRON PIPES	Duraline
		Rex
		Electro steel
48	CAST IRON (A) S/S PIPES & FITTINGS (IS:1536) Kesoram	Jindal (Hissar)
		Kesoram
		KDPL
		NECCO
49	GI & MS PIPES (IS: 1239 PART I & II, IS: 3589)	HEPCO
		Jindal (Hissar)
		Surya
		SwastikPlyboard Ltd (Swati Plyboard)
		Prakash
50	GI FITTING MALLEABLE (IS: 1879 PART 1 TO X)	Zoloto
		Unik
		"R"
		KS
		DRP
51	UPVC PIPES & FITTINGS (IS: 4985-1981)	Finolex
		Supreme
		Prince
		Polypack
		Jindal Plast (India)
52	CPVC PIPES & FITTINGS	Flowguard - Astral
		Ajay
		Ashirwad

53	STONEWARE PIPES 7 GULLY TRAPS (IS:651)	Perfect		
		Anand		
		R.K.		
		Priya		
54	RCC DSPIPES (IS:458)	Pragati		
		Jain Spun		
		Daya Spun		
		Usha		
55	COPPER PIPES & FITTINGS	Mehta Tubes		
		Rajoo		
		Maxflow		
56	HOPE PIPES & FITTINGS	Gebreti		
		Reliance (hasti)		
		Nosif		
57	STAINLESS STEEL PIPES	Remi		
		Jyooti Apex		
		Kamdhenu		
58	PPR PIPES & FITTINGS	Supreme		
		Prince		
		Uro-Allwin		
59	POLYBUSYLENE (PB) PIPES & FITTINGS	Georg Fischer		
		Flexalen		
60	MODIFIED BITTUMINOUS MEMBRANE ROOF WATERPROOFING	Multiplas Standard of Integrated Waterproofing Membrance Limited / SUPER THERMOLAY/POLYFL EX of STP Limited		
		"LOTUS-3" of the Structural Waterproofing Co. Limited		
		Sika		
		Kemco		
		KrytonBuildmat		
		MBT		
		FOSROC		
		61	INTEGRAL CRYSTALLINE WATERPROOFING METHOD	KrytonBuildmat
				Penetron
				Mapei
Vandex International Ltd				
62	POWDER COATINGS	Berger		
		Nerocoat		
		Jenson & Nicholson		
		Jatun		

		Radiant anodisersPvt Ltd
63	ALUMINIUM SECTIONS	Hindustan Aluminium
		Jindal Aluminium Ltd
		Bhoruka
		Bharat Aluminium Company Limited/vedanta
		BALCO
		Hindalco
64	HOLLOW SECTIONS, PIPES	Surya Pipes
		Hi - Tech pipes
		JSW
		JSPL
		Bihar (Bihar Tubes Ltd)
65	M.S. TUBES/ SECTIONS	Tata Metal
		Liyod Metal
		NSL Limited
		Bihar Tube Ltd
		Swastik Pipes Ltd
		JSW ISPAT
		Rana
66	SS WORKS	Dharam Industries (FABRINOX)
		Ozone
		Jindal Stainless (JSL)
67	ROOFTING SHEETS	Roof fit (Fibre Glass Roofing, Metal Roofing, galvalume Sheets)
		Wonder sheets (3 layer - UPVC Wonder Sheets Pro)
		I Loyd Insulations India Limited
68	METAL ROOFS	"TRACDEK" Interarch Building Products Pvt Ltd (Metal Roofing Sheet)
		TATA Bluescope (Metal coated and Pre-painted Sheets " Zinalume" "Colortionedd")
69	POLYCARBONAIC SHEETS	"Lexan" (SABIC Innovative Plastics) Danpalon
70	TENSILE FABRIC	Fenan
		Mehler

Annexure-VI

Handing Over Note

Date: ___ ___ 20...

Space allotted at _____ floor/level (schedule - _____) of Supreme Court Metro Station of Blue Line, Admeasuring _____Sqm, is handed over to the Licensee, through Sh/Smt./Ms.....of M/s. office at.....on.....(date).....at.....(time),in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

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

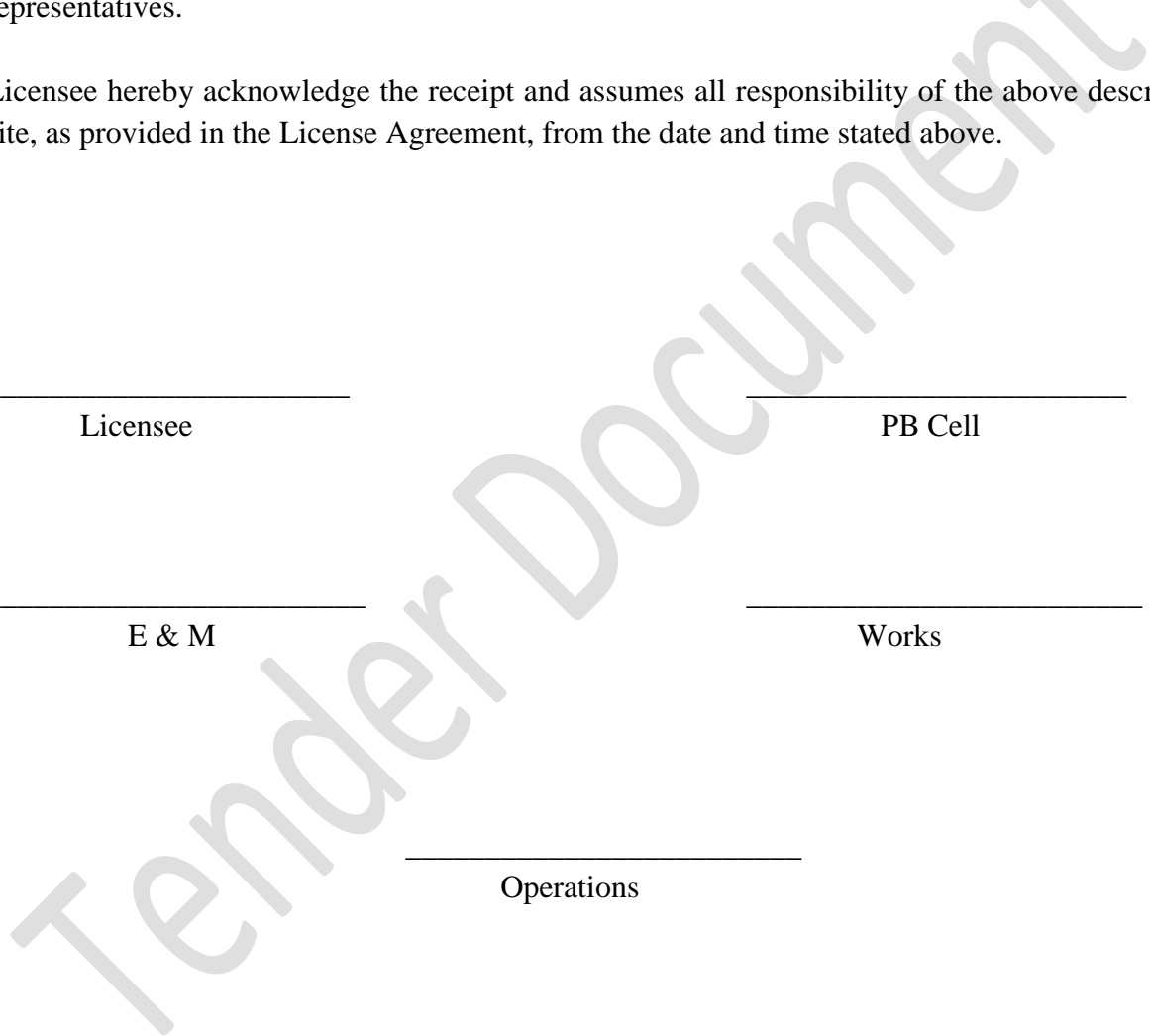
Licensee

PB Cell

E & M

Works

Operations



Annexure-VII

Taking Over Note

Date:20...

Vacant possession of the Space at ____ floor/level (schedule - _____) of Supreme Court Metro Station AdmeasuringSquare meter is taken over by Authorized DMRC representative on(Date).....(Time) from the Licensee Through Sh/Smt./Ms.....of M/s. office at _____ in the presence of Property Business Wing, E&M Wing, C&S Wing & Operations Wing representatives.

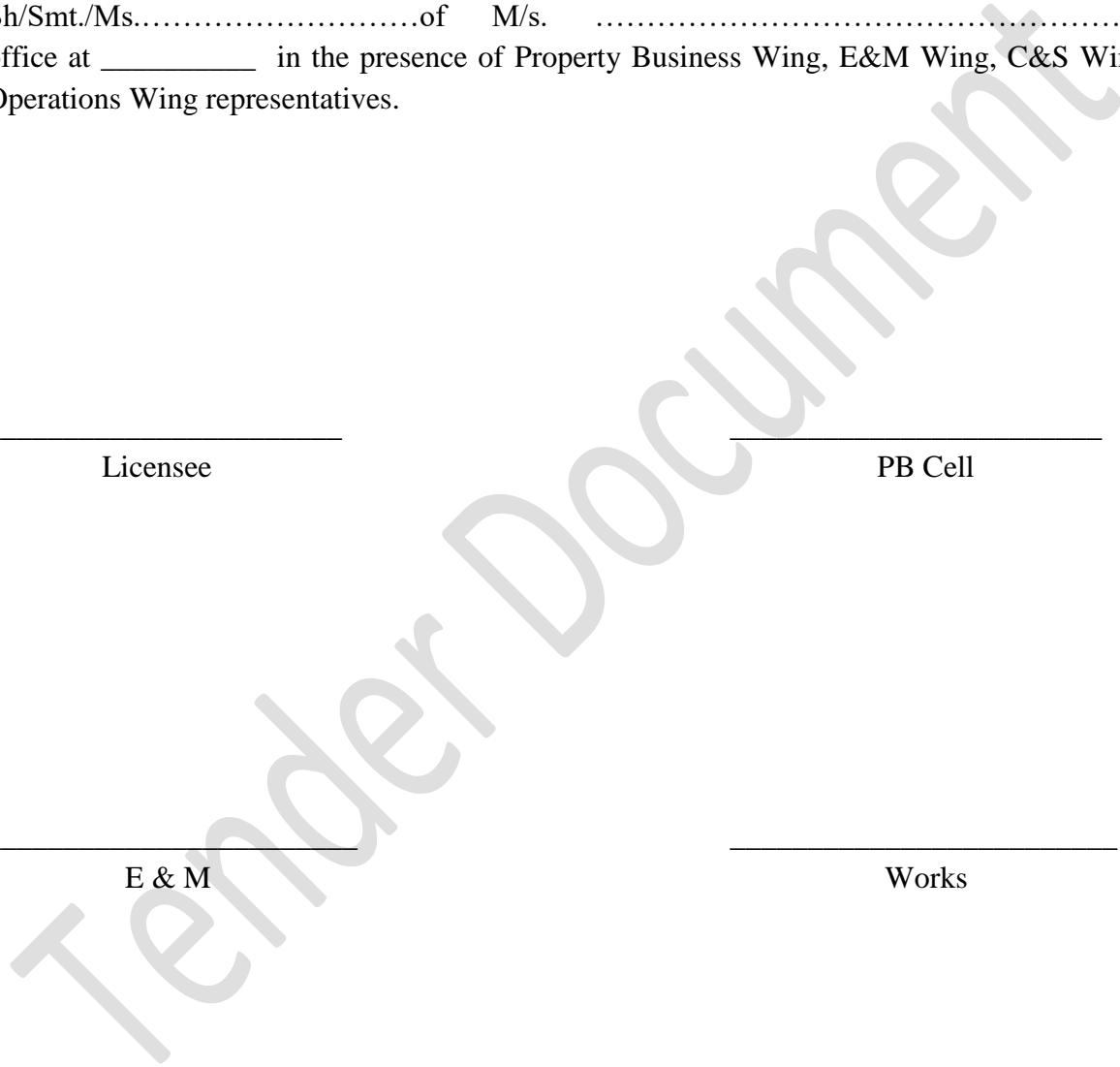
Licensee

PB Cell

E & M

Works

Operations



Annexure-VIII

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

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

BANK GUARANTEE NO. _____ dated _____

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

In favour of

The Delhi Metro Rail Corporation Limited (hereinafter called “DMRC”), having its office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110 001, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS: -

1. DMRC, with a view to augment its revenues through non-operative measures, has licensed commercial space _____ to _____ (hereinafter called “Licensee”).
2. DMRC has agreed to provide to the Licensee, bare commercial space on “as is where is basis” in accordance to LOA No. _____ dated _____.
3. Therein after referred to as bare commercial space licensing activities, on payment of License Fee to DMRC on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of _____ years from the date of commencement of License period, unless otherwise terminated/surrendered earlier or extended further.
5. The offer submitted by M/s _____ having their registered office at _____ has been accepted by DMRC vide LOA No. _____ dated _____.
6. As per the terms of the above mentioned LOA, the licensee has been selected for licensing of bare commercial space at _____ for the duration of the License.

7. The Licensee is also required to make payments of license fees & other dues as per contractual obligations and applicable taxes to DMRC.
8. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfilment of all its obligations under the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) as a part of Interest free security deposit which is equivalent to _____ months license fee for bare commercial space at _____, as security for the performance and fulfilment 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 honoured 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 fulfilment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.
8. This Guarantee is unconditional and irrevocable during the currency of BG till such time DMRC discharges this Guarantee by issuing a letter to the Guarantor in this behalf.
9. The Guarantor undertakes to pay the amount mentioned herein as Principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
10. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.

11. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
12. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the Bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee's liabilities.
13. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
14. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
15. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Delhi.
16. Partial and Multiple drawings/withdrawals are permitted under this Bank Guarantee.
17. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.
18. This guarantee shall come into effect forthwith and shall remain in force upto _____ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing.
19. Notwithstanding anything contained hereinabove:
 - a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____(Rupees _____ only).
 - b) This Guarantee shall remain in force up to _____.
 - c) Unless the demand/claim under this guarantee is served upon us in writing on or before _____ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

Signed, sealed and delivered

For and on behalf of the Bank

By the above named _____

In the presence of:

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____

Tender Document

Annexure-IX

PLANS OF LICENSED SPACE AT SUPREME COURT METRO STATION

Note: The Plans of licensed space at Supreme Court Metro Station have not been uploaded on web site due to security concerns. However, location plans collected from the DMRC office and shall be essential part of the License Agreement.

Tender Document

Annexure-X

(As per clause 7.2 F)

To
Delhi Metro Rail Corporation Limited
Metro Bhawan, Fire brigade Lane
Barakhamba Road,
New Delhi 110001

Dear Sir/Madam

Sub: Issuance of FDR _____ amounting to Rs _____ valid till _____.

It is hereby certified that FDR bearing number _____ dated _____ amounting to Rs. (Amount in figure and words) has been issued by _____ (Name of the Bank) Branch Address _____ The maturity value is Rs. _____ on dated _____

The FDR has been issued on the request of M/s _____ (Name of the contractor) under the Contract No. _____. This FDR can be redeemed without involving the contractor M/s _____ (Name of the contractor) on demand of M/s Delhi Metro Rail Corporation Limited.

This FDR has been issued by authorized Signatory of the Bank.

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

Signature _____

Name _____

Designation _____

Stamp of Bank _____