

DELHI METRO RAIL CORPORATION LIMITED



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

Tender No: - DMRC/PB/38

Delhi Metro Rail Corporation Ltd.

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

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Chapter: I

License Agreement No. DMRC/PB/On DMRC/PB/38/_____

THIS AGREEMENT entered into at Delhi on this _____ day of _____ 2025 between **Delhi Metro Rail Corporation Ltd.** a company incorporated under the provisions of the Companies Act-1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, hereinafter referred to as the "**DMRC**" (which expression shall unless repugnant to the context meaning thereof and include its successors and assigns) of the **First Party**.

AND

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

WHEREAS

- a) DMRC, with a view to augment its earnings through non-operating revenue, had invited Application from interested parties for grant of exclusive Co- Branding Rights at Selected Delhi

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

- b) The selected applicant/licensee shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligation to enter into the License Agreement, pursuant to the issue and acceptance of the LOA, dated _____for undertaking the License.
- c) As part of the Co-Branding, other scope available under the selected stations as per scope/Category **A, B, C, D**, shall also be provided as detailed in chapter 3 of DLA.

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

- A.** The following documents shall be deemed to form part of and be read and construed as an integral part of this agreement, namely:
- 1.1 Letter of Acceptance No. _____ Dated _____
- 1.2 Any other document issued by / of DMRC forming part of the Bidding Process.
- B.** The Licensee hereby covenants as follows: -
1. Licensee hereby assumes responsibility for Exclusive Co-Branding at the selected metro station as per the applicable scope of work as per Scope A, B, C, D as detailed in chapter 3 of DLA. Licensee shall be responsible for design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell advertising spaces as per scope of work/ opportunities at _____ metro station as specified in this Agreement at its own cost. All the advertising sites and formats proposed by the Licensee are subject to approval by DMRC with regard to operational feasibility, aesthetics, and safety and security concerns. Licensee shall prepare the advertising plan for prior approval of DMRC.
2. Licensee irrevocably agrees to make all payments including License Fee, GST etc. as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from DMRC in this regard.
3. The Licensee confirms having examined the potential locations at the _____ Metro station in detail and fully understands and comprehends the technical requirements of the advertisement insert / media. The Licensee also confirms full satisfaction as to the business viability of Co-Branding including licensing the advertisement spaces inside the Metro Stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to DMRC under this License Agreement.
4. That DMRC and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

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

.....-.....-2025

....-.... - 2025

(.....)

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

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:

**Witness
(DMRC)**

**Witness
(LICENSEE)**

Chapter: 2

Definitions

- a) **"Advertisements"** or **"Advertising"** means display of any advertisement material including pictures, printed material, electric / electronic media, smart posters, holographic images, visual display or any other innovative advertising media, etc. which are not objectionable or prohibited under various statutes, codes, policies, etc. as applicable from time to time. (except audio advertisement)
- b) **"Advertising Tax"** means any amount payable to local government authorities as a result of public display of commercial messages or any other advertisement campaign.
- c) **"Agreement"** means the License Agreement to be executed between DMRC and the selected bidder in the format approved by DMRC and includes any amendments, annexure here to made in accordance within the provisions hereof.
- d) **"Applicable Laws"** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- e) **"Commencement Date"** means the date of commencement of License Agreement after expiry of fitment period subsequent to handing over of the station, as defined in RFP document.
- f) **"License"** means the Co-Branding of the selected station granted by DMRC to the Licensee at Metro Station under terms and conditions of the License Agreement.
- g) **"Licensee"** means the Selected Bidder, who has executed the License Agreement with DMRC pursuant to the conclusion of the bidding process.
- h) **"License Fee"** means the amount payable by the Licensee to DMRC as per terms and conditions of the License Agreement.
- i) **"License Period"** means a period of 10 years subsequent to expiry of fitment period subsequent to handing over of the station.
- j) **"DMRC"** mean Delhi Metro Rail Corporation Limited.
- k) **"Interest Free Security Deposit/ Performance Security"** means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as a security against the performance of the License agreement.
- l) **"Places available for advertisement" or "Advertising Spaces"** means premises at selected Delhi Metro Station where Branding including Advertisement Rights are proposed to be granted as per terms and conditions of the agreement.
- m) **"Co-Branding"** mean the right assigned to the Licensee to suffix or prefix any brand name with the name of licensed Metro Station along with other rights in accordance with terms & conditions of the agreement.
- N) **"Bidder"** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV), etc. which is submitting its bid pursuant to RFP Documents.
- O) **"Bid Security"** means the refundable amount to be submitted by the Bidder along with RFP documents to DMRC.
- P) **"Selected Bidder"** means the bidder who has been selected by DMRC, pursuant to the bidding process for award of License.

Chapter: 3

Scope of Co-Branding at Selected Metro Stations

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

Station Category	Scope
A	1. Prefix/Suffix to existing name of the station name 2. 250 sqm Indoor Advertisement space 3. 100 sqm Outdoor Advertisement space 4. 10 sqm retail space 5. 3 Canopy (6*6 Sqm each) 6. Indoor/Outdoor Coloring branding 7. Inside Train Audio Advertisement at Co-Branded Station
B	1. Prefix/Suffix to existing name of the station name 2. 250 sqm Indoor Advertisement space 3. 10 sqm retail space 4. 3 Canopy (6*6 Sqm each) 5. Indoor/Outdoor Coloring branding 6. Inside Train Audio Advertisement at Co-Branded Station
C	1. Prefix/Suffix to existing name of the station name 2. 100 sqm Outdoor Advertisement space 3. 10 sqm Indoor advertisement 4. 10 sqm retail space 5. Indoor/Outdoor Coloring branding 6. Inside Train Audio Advertisement at Co-Branded Station
D	1. Prefix/Suffix to existing name of the station name 2. 10 sqm Indoor advertisement 3. Indoor/Outdoor Coloring branding 4. Inside Train Audio Advertisement at Co-Branded Station

3.2 Station categorization is predetermined by DMRC on the basis of availability of collaterals at the respective stations and can be upgraded subject to availability of collaterals (scope of work) and demand of licensee. In such case, additional collaterals will be chargeable at rate and terms & conditions mutually agreed on negotiation basis. For example Moti Nagar station has been categorized as "D". However, in case the outdoor/inside advertisement can be made available, then the station can be upgraded to "Higher" category.

3.3 If any additional area for outdoor advertisement is to allotted to the license then the same shall be done on the running rate of outdoor advertisement for that section/line and if no such contracts exist then such inventory shall be allotted on mutually agreed rates.

3.4 Inside Train Announcements is available in all above categories. The Cost of recording of advertisement shall be borne by **licensee which shall be separate than annual license fees.**

3.5 Outdoor Advertisement inventory has to be utilized for same brand which is approved for co-branding at the selected metro station. (it shall be mentioned in only those agreements which are having

outdoor inventory). If FOB connectivity to the station is needed it shall be given as per the terms and conditions as under (applicable for all four categories of stations):-

- I. The plan for the connection shall be submitted to DMRC and if found technically/operationally feasible, DMRC shall approve the same, with a nominal license fee.
- II. The total cost of construction of FOB along with other facilities i.e. entry/exit gates etc. shall be borne by the agency requesting the connection. Such FOB Connection would also require the licensee to pay a onetime lump sum amount of Rs. 10 Lakh + applicable taxes as Departmental charges on account of third party design check, construction supervision etc. This charge would be required to be paid post written approval from DMRC, before commencement of construction of FOB.
- III. All approvals for construction from local authorities, utility owning agencies, road owning agencies etc. shall be taken by the agency/licensee requesting the connection at its own cost. Any cost what so even which has to be incurred for construction of FOB or to be paid to any of the agencies on this account shall be borne by the agency requesting the connection.
- IV. The maintenance, ownership and advertisement rights (as per & within the scope of co-branding as per DLA Chapter -3) on the FOB, within the currency of the contract would lie with licensee. Improper maintenance/Non- compliance of DMRC instruction in this regard would attract penalty as per clause 13.6 of License Agreement. After completion/surrender/termination of the contract the Ownership of FOB, maintenance, Advertisement Rights etc. would be vested in DMRC at zero cost/without any cost.

3.6 Exception to Exclusivity for all the above mentioned category of stations: (as and where applicable for all four categories of scope at various selected metro stations)

- a) DMRC has provided contract for regular operations, cleaning and maintenance of toilet blocks with continuous serviceability round the clock along with advertisement rights (for area not exceeding 15 sq.mtr.) on the toilet blocks to the contractor.
- b) DMRC is in process of placing contract for providing digital media signage/ DMRC messages at ticket counters (TOM, CCC, TVM, etc.) through LED, Video wall etc. wherein advertisement rights shall be provided to the contractor on this digital media on time sharing basis, whereby contractor would get time slot for theses digital media along with display of DMRC signage, information, messages, etc. These digital media would be provided for an area not exceeding 10 sqm and successful bidder for the advertisement rights inside selected metro station will be eligible to bid for the same.
- c) The licensee shall not be provided rights for advertising through Wi-Fi, mobile/radio signals on advertisement media not installed/owned by them, viz. mobile, tablet, etc. of commuters, DMRC staff etc.
- d) DMRC may install/create any new inventory, panels, etc. for its partners, etc. **without commercial exploitation** from the same.

- e) DMRC may utilise a defined location at the station for displaying Artwork/ exhibition corners, other exhibits without any commercial consideration to the licensee.
- f) DMRC is allotting space for water ATM's at the station. Advertisement space of 2 sqm on water ATMs may be allowed for such contracts.
- g) DMRC intends to provide spaces outside metro stations installation of Digital Interactive information Panels/Tripods/Metro Guide Maps for providing interactive information to its commuters on one side and commercial advertisement on the other side.

Chapter: 4

Disclaimer

- 4.1 The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.
- 4.2 The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed the commerciality of Project and that it will be fully responsible for all its assessment in this regard.
- 4.3 The Licensee confirms having seen / visited / assessed the potential locations inside & outside the Metro Stations and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 4.4 The Licensee also confirms that it has fully analysed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account at any point of time.
- 4.5 This Agreement shall not in any way be construed as a lease or license of the said metro station or any part thereof, and only represents a contractual obligation of DMRC permit Co-Branding activities at said station only, on "as is where basis", as detailed in the DLA documents.

Chapter: 5

Tenure of License

5.0 Tenure of License

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

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

5.2 All advertising/Co-branding spaces/plans as per the scope detailed in Chapter -5 In RFP document, at the selected Metro station proposed by the Licensee are subject to prior written approval from DMRC with regard to operational feasibility, aesthetics, and safety & security concerns. In this regard, a committee comprising of DMRC officials shall be formed for granting approval. The committee shall communicate its decision in writing within ten (10) working days from the date of submission of proposals by Licensee to DMRC for display of advertisements.

5.3 The GST/advertisement taxes/any other tax as applicable from time to time, shall also be borne by the licensee along with the license fee.

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

- Date of raising demand of property
tax/ service charge for the applicable
Financial year under consideration:

By 15th April of the said year.

- Last date of payment of dues against
Property tax/ service charge to DMRC
for financial year under consideration:

By 30th April of the said year.

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

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

In case of termination (pre-mature/ mature/ surrender) of license agreement, the property tax/ service charge shall be recovered from licensee on pro-rata basis for the actual period of occupancy only. DMRC can recover these dues from the Interest Free Security Deposit of the

Licensee. The applicable property tax/ service charge will be charged & recovered for the mezzanine floor, if any, also as applicable.

- 5.5 All other statutory taxes, statutory dues, local levies, as applicable (other than those, mentioned above) shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.
- 5.6 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.
- 5.7 In case the licensee opts to exit from the contract after the lock in period of two years, it shall give an advance notice of 180 days. This notice of surrender can be given only after a period of 1 and 1/2 years, but option to exit will be available only after 2 years.
- 5.8 In case the licensee exits before the lock in period of 2 years the interest free security deposit shall be forfeited to DMRC as per the provisions of this agreement.
- 5.9 **The license shall be further extendable for a period of five (5) years on mutually agreed terms and conditions.**
- 5.10 The selected bidder will not ask for any claim or compensation from DMRC. If advertisement are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by the selected bidders.

Chapter: 6

6.0 License Fee

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

6.2 Physical or Actual handing Over of station:-

- (A) If licensee makes LOA payments in first 30 days of issue of LOA, the licensed space must be taken over by licensee after execution of license agreement and within 67 days of issue of LOA.
- (B) If Licensee makes LOA payments beyond 30 days and in 60 days of issue of LOA, i.e., with applicable interest, the licensed space must be taken over by licensee after execution of license agreement and within 97 days of issue of LOA.

6.3 Deemed Handing Over of station:-

- (A) If licensee fails to take over of licensed space as per clause 6.2 (A) the license space shall be deemed handed over by DMRC on 68th days of issue of LOA.
- (B) If licensee fails to take over of licensed space as per clause 6.2 (B) or any extension of time for LOA payments has been granted by DMRC, the license space shall be deemed handed over by DMRC on 98th day of issue of LOA.

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

Sl. No.	Payment Schedule	Amount of License Fee and interest fee security deposit
1	Within thirty days of date of issue of Letter of Acceptance	12 (Twelve) months License Fee as Interest Free Security Deposit
2	On or before expiry of fitment period {of 120 days from the date of handing over or actual start of commercial service date (for stations where commercial services will start at a later date only) of the respective station whichever is later}	First year Advance License fee + GST
3	Before the start date of each year of License Period w.e.f. 2 nd year.	Escalated advance annual License fee + GST and escalated amount of Interest Free Security Deposit (In DD/PO or E-mode only)

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

- 6.5** The license fee to be paid as per above payment schedule is exclusive of all applicable taxes as per clause 8.1 to 8.5 of this LA , including GST as applicable (presently @ 18%) which shall be payable by licensee along with the License fee.
- 6.6** The utility charges including consumption of electricity, etc. as per the latest guidelines shall also be payable by licensee to DMRC in addition to above in accordance with terms & conditions of the agreement. These utility charges shall be payable by Licensee during the whole tenure of Licensee agreement as and when the demand raised by DMRC. (Till the time DMRC is not able to provide the electricity to the licensee during the stage of construction/fabrication/finishing of the station before START OF COMMERCIAL SERVICE, the licensee has to coordinate with the civil contractor of the particular station to get the electrical power, if needed, for fabrication and other works. DMRC shall facilitate for the same).
- 6.7** The Licensee agrees voluntarily and unequivocally to make all payments to DMRC as may be due before the due date, without waiting for any formal advice from DMRC. If the licensee does not receive invoices before 7 days of due date of payments the licensee agrees to collect the same from the office of authorized representative of the licensor.
- 6.8** The licensee shall preferably make the payment of the license fee as per clause 6.2 & 6.3 to DMRC by electronic mode customer payment portal or i.e. RTGS/NEFT after taking prior approval of DMRC & complying with the laid down procedure as per annexure 3A, 3B & 3C of the agreement. The License fee may also be paid by DD/PO in favour of DMRC Ltd. payable at New Delhi and drawn on a scheduled commercial Bank.

6.9 Non-payment of License fees and other dues.

- 6.9.1 Non-payment of License Fee and other dues within the prescribed date will constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle DMRC to terminate the License Agreement as per provisions stipulated in Chapter-15 of the Agreement. Besides, the Licensee shall pay an interest of 18 percent per annum on the amounts of License Fee and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue on monthly compounding basis until the License Fee and other dues are finally paid. Such interest shall be charged for the actual number of days delayed in payment of dues, beyond the due date of payment.
- 6.9.2 Licensee shall periodically advise the details of payment deposited with DMRC. In the case of non-submission of such details, initially Third party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of DMRC), then others dues / liabilities like electricity, OMC etc., and lastly License fee shall be accounted for.
- 6.9.3 The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from DMRC.
- 6.9.4 In case payment is not made by due date, a 15 day's cure notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default and make payment of dues to DMRC, DMRC shall be entitled to terminate the License with a 30 days termination notice and shall be free to forfeit the "Interest Free Security Deposit / Performance Security" and take such other action available to it under this Agreement and as per Law. Electricity would be disconnected on the 16th day from the date of issuance of 30 days termination notice.
- 6.9.5 Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 30 days of issue of Termination Notice, along with a written request in the matter.
- 6.9.6 The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from concerned Station Manager in proof of Licensee having

vacated the site will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement certificate of Station Managers shall not be entertained.

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

Chapter-7

7.0 Interest Free Security Deposit / Performance Security

7.1 Interest Free Security Deposit / Performance Security: The Licensee shall pay Interest Free Security Deposit / Performance Security to DMRC in advance equivalent to the amount of fixed Annual (12 months) License Fee for the stations handed over. The amount will be paid in as per clause 6.2 of the **LA. Minimum 35%** of this amount is to be paid in form of DD/PO in favor of DMRC Ltd. and payable in New Delhi, and **remaining or 65%** in form of BG/FDR/DD/PO in favour of DMRC Ltd and payable in New Delhi. Interest free Security Deposit up to Rs.10.00 Lakhs will be accepted in form of DD/PO only in favour of DMRC Ltd. Interest free security deposit/performance Security is to be paid in the following form. Escalated amount of Interest Free Security Deposit shall be deposited in DD/PO or E-mode only.

7.1.1 Bank Draft/PO in favour of DMRC Ltd., payable at New Delhi and issued from a Scheduled Commercial Bank based in India.

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

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

7.1.3 In case of a joint venture, the Interest Free Security Deposit/performance security is to be submitted in the name of the JV only. However, splitting of the performance security (while ensuring the performance security is in the name of JV) and its submission by different members of the JV for an amount proportionate to their participation ratio in the JV or otherwise is also acceptable.

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

- 7.2 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period i.e. 10 years from commencement date of License Agreement and after adjusting any dues payable to DMRC, reconciliation etc. without consideration of any interest, or after exit/surrender from the License agreement after completion of Lock in period of two years and on receipt of 180 days prior notice, as per the provisions contained and after adjustment of any dues payable to DMRC, without consideration of any interest.
- 7.3 DMRC reserves the right for deduction of DMRC dues from Licensee's Interest Free Security Deposit / Performance Security at any stage of the agreement i.e. currency/ completion/termination/surrender etc. for: -
- a) Any penalty imposed by DMRC or/ & adjustment for losses/damages suffered by DMRC for violation of any terms and conditions of agreement committed by the Licensee.
 - b) Any amount which DMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
 - c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - d) Any outstanding payment/ claims of DMRC remained due after completion of relevant actions as per agreement.
- 7.4 Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default and will entitle DMRC to deal with the matter as per the provisions of Draft License Agreement.
- 7.5 License may also submit the **IFSD though FDR. (Annexure-1(A))**.

Chapter-8

Taxes and Other Statutory Dues

8.0 Taxes and Other Statutory Dues

- 8.1** GST and Advertisement Tax, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.
- 8.2** The property tax applicable, if any, on the property of DMRC shall be borne by Licensee.
- 8.3** At present, DMRC is not liable to share its revenue generated from advertisements inside DMRC Metro stations with local bodies. However, if DMRC becomes liable to share revenue with local bodies from advertisements outside/Inside Selected Metro Stations in Phase-III in future, then DMRC shall deposit the due share to local bodies out of its own funds. Further, share of revenue from outdoor Branding, if any, with local bodies shall be deposited by DMRC out of its own funds. Licensee shall not be liable to part with any additional revenue on this account. In this regard, the following may be noted:
- a. DMRC assumes that the value of outside advertisement is 30% of total quote of the bid for the stations which have only outdoor inventory of 100 sqm with no indoor advertisement inventory. The sharing with MCD if needed would be done from this value.
 - b. DMRC assumes that the value of outside advertisement is maximum 15% of total quote of the bid for the stations which have both outdoor and indoor inventory (250 sqm or 10 sqm). The sharing with MCD if needed, would be done out of this value.
 - c. In case of stations which are having a reduced/limited scope/area for outdoor advertisement only, it is assumed by DMRC that the value of outdoor advertisement at this station is maximum 15% of the total quote of the bid for the said station.
- 8.4** All other statutory taxes, statutory dues, local levies, as applicable (other than, mentioned above in **clause 8.3**) shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License.
- 8.5** Payment of stamp duty on agreement, if any, to be executed in pursuance of this contract will be borne by Licensee.
- 8.6** The selected bidder will ask for any claim or compensation from DMRC. If advertisement are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by the selected bidders.

Chapter: 9

Innovations, Creativity and Procedure of Approval of Advertisement Spaces

9.0 Innovations, Creativity and New Media

- 9.1** Licensee shall be at liberty to choose the media introduce any format, its design, and type and carry out innovation and creativity to add value for maximization of revenues without any audio and, subject to the scope of advertisement spaces specified in the License Agreement. Licensee may utilize state of art technology prevalent anywhere globally. All such advertising spaces are subject to approval by DMRC with regard to
- Operational feasibility,
 - Aesthetics,
 - Safety & security concerns.
 - Specifications and type of materials used
- 9.2** Approval of Plan: Licensee shall submit advertising plan for each station indicating type of media and its format, location of advertisement spaces, etc. for approval of DMRC. All the advertising sites proposed by the Licensee in the plan shall be subject to approval by DMRC with regard to aesthetics, operational feasibility, safety & security concerns as well as specifications and type of materials used etc.
- 9.3** In this regards, his regard, licensee shall submit advertisement proposal as per the tendered inventory and the proposed advertisement designs shall be approved by DMRC Design department before installations advertisement panels. The proposal must be sent systematically enclosing all below mentioned documents:-
- 9.3.1 The actual site photographs with superimposed proposed structure.
 - 9.3.2 Relevant as-built drawing of existing structure with marked location of proposed structure. The drawing must include both architecture and structure as built drawings.
 - 9.3.3 Soft copy of design model i.e. STAAD etc. (if any) along with design documents of proposed structure.
 - 9.3.4 All the submissions i.e. design & drawings etc submitted by the designer's of licensee/contractor shall be signed by three level of civil/structure engineers and the same shall be proof checked by a competent third party.
 - 9.3.5 Design life and specifications of chemical used for anchoring of bolt (if any) to be drilled in existing structure shall also be submitted to design cell.
 - 9.3.6 Inspection schedule of the proposed structure and connection with structure shall also be submitted.
 - 9.3.7 A stability certificate for proposed structure by the proof checker shall be submitted with the licensee/contractor documents. Geotechnical Investigation report for any proposed structure built on the ground.
- 9.4 The fitment Period: - Will be of 120 days from the handing over of the station.**

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 this 30 days the same will be provided additionally to the Licensee for Fitment.

9.6 The licensee may submit modification / revision of already approved advertisement plan for each station. Such modifications / revision of advertisement plans shall also be considered by DMRC in accordance with above stipulation

Chapter: 10

Factors Governing Selection of Permissible Advertisements / Negative Advertisements:

- 10.0** The Licensee shall take into account the following aspects while selecting advertisements and abide by all the instruction of the authorized DMRC representative on the same:
- a) The licensee is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
 - b) The licensee will not have objectionable and indecent portrays of people, products or any terms.
 - c) The use of DMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
 - d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
 - e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission.
 - f) All advertisement creative has to be approved by DMRC before display in metro premises.
 - g) **Negative List of Advertisements:** The Licensee shall take into account that the following types of advertisements are strictly prohibited:
 - 1.1. Nudity.
 - 1.2. Racial Advertisements or advertisements propagating caste, community or ethnic differences.
 - 1.3. Advertisement of drugs, alcohol, cigarette, or tobacco items.
 - 1.4. Advertisements propagating exploitation of women or child.
 - 1.5. Advertisement having sexual overtone.
 - 1.6. Advertisement depicting cruelty to animals.
 - 1.7. Advertisement depicting any nation or institution in poor light.
 - 1.8. Advertisement banned by the Advertising Council of India or by law.
 - 1.9. Advertising glorifying violence.
 - 1.10. Advertisements of destructive devices and explosives depicting items, weapons and related items.
 - 1.11. Lottery tickets, sweepstakes entries and slot machines related advertisements.
 - 1.12. Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".
 - 1.13. Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
 - 1.14. **ATMs:** Installation of ATMs is not the part of Co-branding Contracts. However, if the Co- Branding activities are assigned/ licensed to a Bank of a financial institution holding valid RBI license for operations of ATMs, then such bank or financial institutions may be allowed to install their own ATM in the 10 sqm retail spaces. However, the tenure of such ATMs will be co-terminus with the co-branding Contracts of such bank or financial institutions at the said metro station. In case such bank/financial institution requires space for ATM over & above 10 Sqm retail space as per the tender conditions, then such additional space for ATM may be allotted at a separately negotiated rate.
 - h) No political advertisement shall be displayed/ pasted at the space provided to lease for commercial advertisement during the period of Modal code of conduct. If there is any political advertisement in the provided space the same shall be removed immediately on enforcement of the model code of conduct.

- i) It should be ensured that all political parties and candidates gets equitable opportunities to have access to such advertisement space for election related advertisement during election period and such spaces should not be dominated /monopolized by any particular political parties/candidate. Fair and equal opportunity has to be given to all parties/candidates.

Chapter: 11

Minimum Material Specifications for Advertisement

- 11.1** Licensee shall provide advertisement media / panels / fixtures conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertisement panels shall be provided by Licensee conforming to the following minimum specifications or its equivalent:
- a) Frame work –SS 304
 - b) Backing sheet of G.I.
 - c) Internal cables of Fire Retardant Low Smoke type (FRLS) for Elevated as specified in Electrical Procedure Order.
 - d) TL tubes for back lighting / illumination with electronic ballast.
 - e) Polycarbonate sheet as cover of GE make or equivalent.
 - f) Advertising media to be made from Fire Retardant, Low Smoke, and Zero Halogen material.
 - g) Frame finishes of Aluminum is also permissible.
 - h) In order to have energy conservation, LED or any other energy saving devices confirming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.
- 11.2** The advertising media should be of fire retardant, low smoke and comply with all Indian and international standards.
- 11.3** Detailed material specification at Annexure- 5 of this document.

Chapter: 12

Electrical Specifications and Procedure for Release of Electric Power Supply

12.0 Electrical Specifications

- 12.1** Electricity supply will be provided as per terms and conditions indicated in Annex - 2. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the advertisement panels /spaces allotted under this agreement. Licensee shall use energy efficient equipment. Advertiser shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.
- 12.2** Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company /Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company /Agency. DERC policy and Electricity Act (as amended from time to time) shall be applicable.
- 12.3** Advertising Equipment: All fittings/ erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters, electrical MDI/TOD, etc. are to be installed as per DMRC's specifications.
- 12.4** DMRC may provide electricity at the point nearest to the required location on payment of required charges as specified in Annexure-2. The Licensee may also undertake electrical works for extension of power from nominated source under DMRC supervision and complying all co dal provisions & DMRC specifications. The Licensee shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" (Annexure-2) as amended from time to time.
- 12.5** The licensee shall invariably make provisions for TOD energy meter as per the latest DERC guidelines.
- 12.6** Licensee shall pay a refundable Interest free electrical security deposit of Rs.4500/- per kVA for sanction of electrical load as per the requirement. The same may be submitted in form of BG/DD/e-pay.
- 12.7** A Non-refundable one time electrical supervision charges of Rs. 10,000/- per energy meter + GST (Taxes as applicable) would also be paid in DD/PO/e-pay mode by the licensee to DMRC.

Chapter: 13

Maintenance of Advertisement Spaces

13.0 Maintenance of Co- branding & Advertising Spaces

- 13.1** Licensee shall keep and maintain the advertisement media/panel in neat, clean condition and in safe & sound manner during all the time of License tenure. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by advertisement media due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- 13.2** Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or DMRC employees or loss to DMRC property, it shall constitute Material Breach of Contract and considered Licensees Event of Default that shall entitle DMRC to terminate the License Agreement with 30 days written notice.
- 13.3** Access to metro stations for the purpose of placement of advertisements shall be regulated by the office of the General Manager/Property Business and the Licensee is required to take necessary permissions in this regard from the office of General Manager / Property Business as per extant policy of DMRC. It is clarified that the permission to the Licensee shall not be unduly denied.
- 13.4** Joint inspection of station may be conducted by DMRC officials and Licensee, at mutually convenient time. Discrepancy noticed or instructions issued by DMRC shall be rectified / complied by the Licensee within a period of 7 days, failing which DMRC reserves the right to impose fine up to Rs.5,000/- per instance of irregularity per week. Deliberate or willful non-compliance of DMRC written instructions for a period of 30 days shall constitute Material breach and Licensee Event of Default, which shall entitle DMRC to en-cash security deposit in part or full and/or terminate the License Agreement after giving 30 days' notice to the Licensee.
- 13.5** Such termination of the License Agreement and forfeiture of the interest free performance guarantee by DMRC shall be without prejudice to any other damages, rights or remedies applicable and available to it under law in its favor.
- 13.6** Further, DMRC can impose the fine on Licensee up to Rs.10,000/- per offence per instance on the following offenses:

a)	Any staff of Licensee found in drunken condition / indulging in bad conduct.
b)	Any staff of the Licensee found creating nuisance on duty.
c)	Improper maintenance & defacement of the Metro Property.
d)	Dishonor of drafts and Cheques given by Licensee in favor of DMRC. Cheque will be accepted only in emergent condition & approval of DMRC of not below the official rank of HOD.
e)	Misbehavior with staff and commuters of DMRC.
f)	Not following safety and security norms as may be indicated by

Draft License Agreement for Co-Branding of the selected Metro Station (DLA DMRC/PB/38)

	authorized representative of DMRC.
g)	Vacant advertisement panels without having mounted display/filler messages/blank flex at the station, at any time (after completion of fitment period).
h)	Improper maintenance of the FOB or display of unauthorized advertisement beyond the applicable scope of Co-Branding constructed by the licensee.

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

Chapter: 14

Force Majeure

14.0 Force Majeure

14.1 Force Majeure

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 Licensee.
- d) Acts of terrorism.
- e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- f) Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc., and instructions from other statutory/civic bodies for compliances.

- 14.2** 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 one week (7 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.

Chapter: 15

Licensee Events of Default and Termination of License

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

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

- 15.1.1 If the Licensee is found guilty of persistently breaching negative list of advertising and "Factors Governing Advertising Selection as stipulated in this Agreement.
- 15.1.2 If at any time during the subsistence of the License Agreement, there is non-conformity to the License Agreement or any time during the License Agreement, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates the Agreement.
- 15.1.3 If the Licensee fails to pay License Fee or other amounts due to DMRC.
- 15.1.4 If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.
- 15.1.5 If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/ commuters or loss to DMRC property.
- 15.1.6 If Licensee is in violation of any of the other Clauses of this Agreement and after three written notice from DMRC fails to cure the Default to the satisfaction of DMRC.

15.2 If any of the above Material Breach and Licensee Events of Default happens, then

- 15.2.1 DMRC, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement with a 30 day termination notice. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and sub-clauses of this Agreement.
- 15.2.2 DMRC shall issue a note to the licensee to cure the defaults, failing which the proceedings shall be initiated as per schedule/notice period defined in the bid document.
- 15.2.3 In all other cases of Licensee's Event of Default where specific notice period is not provided, DMRC shall issue a Notice to Licensee to cure the Default within 30 days. If the Licensee fails to cure the Default within 30 days, DMRC after giving a final 30 days' notice shall be entitled to terminate the License Agreement, in such case the Interest free security deposit shall be forfeited to DMRC as per the provisions of this contract/license agreement.

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

Sr. No.	Conditions	Grace Period & Notice Period	Treatment of IFSD	General Clauses
(1)	(2)	(3)	(7)	(5)
1.	Before expiry of the Lock-In Period	The License Agreement shall deemed to be terminated on the date mentioned in Termination/Surrender Notice, subject to confirmation by DMRC. No Grace Period shall	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

		be provided to Licensee in such a case		Licensee in DMRC;
2.	Immediately after completion of Lock-In Period	For this, the Licensee shall give 180 days prior intimation to DMRC before completion of defined Lock-In period. [In case lock-in period is of 2 years, prior intimation can be given after 1½ years).	Balance Interest Free Security Deposit/ Performance Security shall be refunded after adjusting the outstanding dues, if any	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 period shorter than 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.

15.4 A. On Operational Ground: DMRC reserve the rights to terminate/close the License Agreement on operational ground by giving three (3) month advance notice. The License agreement will stand terminated on expiry of 3 months' notice period and the Interest free security Deposit/performance security shall be refunded after adjusting outstanding dues payable to DMRC. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensee shall remove all the media, fixtures, panels, etc. from DMRC premises within 30 days of issue of such termination letter, failing which these structures, media, fixtures, panels, etc. shall become property of DMRC at '0'/nil value.

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

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

Performance Security available with DMRC. **No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.**

- 15.5** The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

Chapter: 16

DISPUTE RESOLUTION

16.1 Amicable Resolution

16.1.1 No legal action till dispute settlement procedure is exhausted.

Any and all disputes shall be settled in accordance with the provisions of 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 13 shall have been finally exhausted in relation to that dispute or any dispute out of which that dispute shall have arisen with which it may be or may have been connected.

16.1.2 Notice of Dispute

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

16.1.3 Two stages for Dispute Resolution

Dispute shall be settled through two stages:

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

16.1.4 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 to conciliate, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by

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

16.1.5 Conciliation Procedure

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

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

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

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

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

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

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

16.1.6 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

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

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

All other expenses incurred by a party shall be borne by that party.

16.2 Arbitration

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

- a) Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the DMRC, shall be referred to arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by GM/Legal on behalf of MD/DMRC at following address:
Office of GM/Legal
Delhi Metro Rail Corporation
1st Floor, C- Wing, Metro Bhawan
Fire Brigade Lane, Barakhamba Road, New Delhi- 110001
Tel: 011-23418408
- c) The dispute so referred to the arbitration shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.
Further, it is agreed between the parties as under:

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

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

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

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

16.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 16.2.2 above):

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

Arbitrator shall be a Working / Retired Officer (not below E-8 grade in a PSU with which MRC has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or a Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract

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

- 16.2.4 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 16.2.5 Neither party shall be limited in the proceedings before such arbitrators) to the evidence or arguments put before the Nodal Officer for the purpose of obtaining his decision. No decision given by the Nodal Officer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrators) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.
- 16.2.6 It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 o as amended up to date.
- 16.2.7 If the licensee (s) does/do not prefer his/their specific and final claims in writing, within a period of 28 days of receiving the intimation from the DMRC about the final settlement of the contract on termination/surrender/completion of contract, he/they will be deemed to have waived his/their claims) and the DMRC shall be discharged and released of all liabilities under the contract in respect of these claims.
- 16.2.8 Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 16.2.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.
- 16.2.10 The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 16.2.11 A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.
- 16.2.12 A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award
- 16.3 **Interest on Arbitration Award**
Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

16.4 Cost of Conciliation / Arbitration

The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the DMRC from time to time irrespective of the fact whether the Arbitrators) is / are appointed by the Employer or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the DMRC and the licensee. However, the expenses incurred by each party in connection with the preparation, presentation of the case will be borne by itself..

16.5 Jurisdiction of Courts

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

16.6 Suspension of Work on Account of Arbitration

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

SCHEDULE D (Part A)

Fee of the External Arbitrators Dealing with Arbitration Cases

S. No.	Description	Maximum amount payable per External Arbitrator, per case	
1.	Arbitration Fee	Refer section 11(14)- The fourth schedule of "The Arbitration and Conciliation (Amendment) Act, 2015"	
		Sum in Dispute*	Model Fee
		Up to Rs. 5.00 lakh	Rs. 45,000
		Above 5.00 lakh and up to Rs. 20.00 lakh	Rs. 45,000 plus 3.5% of the claim amount over and above Rs. 5.00 lakh
		Above Rs. 20.00 lakh and up to Rs. 1.00 crore	Rs. 97,500 plus 3% of the claim amount over and above Rs. 20.00 lakh
		Above Rs. 1.00 crore and up to Rs. 10.00 crore	Rs. 3,37,500 plus 1% of the claim amount over and above Rs. 1.00 crore
		Above Rs. 10.00 crore and up to Rs. 20.00 crore	Rs. 12,37,500 plus 0.75% of the claim amount over and above Rs. 10.00 crore
		Above 20.00 crore	Rs. 19,87,500 plus 0.5% of the claim amount over and above Rs. 20.00 crore with a ceiling of Rs. 30.00 lakh. * Ceiling limit of Rs. 30.00 lakh is inclusive of Rs. 19,87,500/-
		* Sum in dispute mentioned above shall include any counter claim made by a party also.	

Draft License Agreement for Co-Branding of the selected Metro Station (DLA DMRC/PB/38)

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

Note:-

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

SCHEDULE D (Part B)

Fee of the External Conciliator dealing with Conciliation Cases

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

SCHEDULE D (Part C)

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

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

Draft License Agreement for Co-Branding of the selected Metro Station (DLA DMRC/PB/38)

		S. No.	Amount in Dispute (in INR)	Ceiling Limit (In INR)
		1.	Up to 1 Crore	Rs. 25,000/-
		2.	1 to 10 crore	Rs. 50,000/-
		3.	Above 10 crore	Rs. 75,000/-
		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	Rs. 5,000/- per Conciliator per case including counter claim		
3.	Secretarial Assistance & Incidental Charges (telephone, faix, postage, messenger, etc.)	Rs. 10,000/- per case		
4.	Charges for publishing settlement agreement	Rs. 10,000/- per case		

Chapter: 17

Miscellaneous

17.0 Miscellaneous

17.1 Insurance and Waiver of Liability

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

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

17.3 The Licensee shall comply with the laws of land including Delhi Pollution Control Board guidelines regarding advertisement/display. DMRC will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.

17.4 No political advertisement shall be displayed/pasted at the space provided for the commercial advertisement during the period of Model Co de of Conduct. If there is any political advertisement in the provided space, the same shall be removed immediately on enforcement of the Model Code of Conduct.

17.5 The Licensee will not ask for any claim or seek any compensation from DMRC if advertisement at any advertisement spaces inside any station is not permitted due to court order/local laws/civil authorities.

17.6 The Licensee hereby indemnifies DMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

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

17.8 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies DMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Property Business Wing of DMRC in accordance with DMRC's policies regulations prevalent at that time.

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

- a) That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise:
 - b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by DMRC in favor of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and
 - c) That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- 17.10 The relationship between DMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between DMRC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises.
- 17.11 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of DMRC and the Licensee shall be solely responsible for compliance with all labor laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labor Welfare Act in respect of its personnel. The Licensee shall indemnify DMRC from any claims that may arise in connection with above.
- 17.12 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 30 days of handing over of the station, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of media installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to DMRC with respect to all his personnel deployed. Further, within 45 days of issue of LOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to DMRC. All the Licensee's personnel shall be required to possess ID card while working in DMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
- 17.13 Advertisement spaces & retail space on Delhi Metro station are hereby provided to Licensee on "as is where is basis". Licensee may utilize existing prefabricated panels, if any, for the purpose of advertisement after due refurbishment. However, if Licensee does not intend to utilize such existing prefabricated panels for advertisements, such prefabricated panels shall be disposed-off by Licensee at its own cost out of DMRC premises. DMRC shall not have any claim with regard to such disposal.
- 17.14 The Co-Branding activities are granted to the Licensee at Selected Metro Stations on exclusivity basis. DMRC shall not engage in future any third party for commercial advertisement inside these Selected Metro Stations during the currency of License period. However, DMRC reserves the right to put generic signages on the retail outlets and in property development areas inside/outside stations. Only one signage of size up to 15 sqft and width upto 1 ½ feet for displaying generic name of the inventory for its own branding.
- 17.15 That the Licensee shall appoint a Manager/Supervisor whose scope of services with respect to this license agreement shall also include following:

- a) Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
 - b) Ensure that fire detection and suppression measures were installed inside his premises are kept in good working condition at all times. The Licensee will at any case keep firefighting equipment as per DMRC requirements as indicated by the Fire officer / Authorized representative of DMRC inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipment. The Licensee will be solely responsible for any loss of life or property due to nonfunctional of fire safety facilities in emergencies. The fire officer / authorized personnel, of the licensor will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorized personnel of the licensor will be borne solely by the licensee.
 - c) Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.
- 17.16 In case of non-payment of License fees and other dues or any other reasons whatsoever, the Licensee voluntarily agrees to and permits the licensor "DMRC" to disconnect all utility services including electric supply to the licensed premises and also seal the licensed premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.
- 17.17 That the Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and DMRC shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
- 17.18 The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the licensor. The Licensee also voluntarily agrees to collect the invoices from the office of the Authorized representative of the licensor (DMRC) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.
- 17.19 In case of restricted availability of power supply / breakdown, the station power requirements would get first priority and this may result in restriction / rostering of power supply to the Licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of DMRC or such causes where the supply of DMRC is affected by a cause or causes over which DMRC has no control, DMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- 17.20 The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers of the licensor.
- 17.21 Notices
- a) That any notice to be served upon DMRC shall be sufficiently served and given if delivered to **"General Manager/Property Business, 3rd Floor, A Wing, Metro Bhawan, Fire Bridge Lane, Barakhamba Road, New Delhi-110 001"**
 - b) That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/Speed Post/Courier at the Address given on the First

page of the License Agreement or delivered in person to the authorized representative of Licensee.

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

Annexure-1(A)

(on Letter head of Bank)

Date: DD/MM/YYYY

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

Dear Sir/Madam,

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

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

The FDR has been issued on the request of M/s (Name of the contractor)
.....under the contract No-.....

This FDR will be redeemed without involving the contractor M/s (Name of the
contractor)..... on demand of M/s Delhi Metro Rail Corporation Limited on same
day.

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

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

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

Signature.....

Name.....

Designation.....

Stamp of Bank.....

Email-ID of Bank Branch.....

Phone No. of Bank official.....

Annexure-1(B)

Format of Bank Guarantee

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

BANK GUARANTEE NO. _____ dated _____

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

In favour of

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

WHEREAS: -

1. DMRC, with a view to augment its earnings through non-operating revenue, has licensed Co-branding/advertisement activities at _____ Metro Station to M/s. _____ (hereinafter called "Licensee").
2. DMRC has agreed to provide to the Licensee, Co-branding spaces on "as is where is basis" in accordance to LOA No. _____ dated _____.
3. Therein after referred to as Co-Branding/ advertisement activities, on payment of License Fee to DMRC on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of _____ years from the date of commencement of License period, unless otherwise terminated/surrendered earlier or extended further.
5. The offer submitted by M/s _____ having their registered office at _____ has been accepted by DMRC vide LOA No. _____ dated _____.
6. As per the terms of the above mentioned LOA, the Licensee has been selected for Co-Branding/advertisement activities at _____ Metro Station of Delhi Metro for the duration of the License.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to DMRC.
8. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) as a part of Interest free security deposit which is equivalent to the Annual license fee for _____ Metro Station, as

security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC.

10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs. _____ (Rupees _____ only).

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

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs. _____ (Rupees _____ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount.
For the purpose of this clause, any letter making demand on the Bank by DMRC dispatched by Registered Post with Ack. Due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.
2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The scheduled commercial Bank issuing the above Bank Guarantee confirms that it is on the SFMS (structured financial messaging system) platform, and it will invariably send a separate advice of the BG to the designated bank of DMRC, through SFMS.
3. Any such demand made on the Guarantor by DMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.
4. This Guarantee shall be irrevocable, valid and remain in full force until (Period of expiry) or till the end of 6(Six) month after completion of the License Period, or for such extended period as may be desired by DMRC, and as conveyed by DMRC to Bank.
5. In such case of renewal, the Guarantor shall renew the Bank Guarantee, sixty days prior to the expiry of validity of the Bank Guarantee and the process for extension of the Guarantee would be repeated till period of License Agreement is exhausted.
Failure to extend the validity of Bank Guarantee at least sixty days prior to the expiry date of Bank Guarantee would lead to encashment of this Bank Guarantee as per the concept of extend or pay.
6. For last year of License period, the Licensee shall submit the Bank Guarantee valid for remaining License period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en cashed by DMRC without any prior notice to the Licensee,
7. This Guarantee shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.

8. This Guarantee is unconditional and irrevocable during the currency of BG till such time DMRC discharges this Guarantee by issuing a letter to the Guarantor in this behalf.
9. The Guarantor undertakes to pay the amount mentioned herein as Principal debtor and not a surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
10. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.
11. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
12. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the Bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee's liabilities.
13. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
14. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
15. The Bank also agree that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Delhi.
16. Partial and Multiple drawings/withdrawals are permitted under this bank Guarantee.
17. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.
18. This guarantee shall come into effect forthwith and shall remain in force upto _____ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC's prior consent in writing.
19. Notwithstanding anything contained hereinabove:
 - a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only).
 - b) This Guarantee shall remain in force up to _____.
 - c) Unless the demand/claim under this guarantee is served upon us in writing on or before _____ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

Signed, Sealed and Delivered

for and on behalf of the Bank

by the above named _____

In the presence of:

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____

Rules and Guidelines for Release of Electric Power

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of DMRC at station; availing power supply from outside agencies in DMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available DMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, licensees may however, provide UPS / Inverter at their cost if they so desire. Installation of DG set is not permitted.
3. Underground metro stations are already air-conditioned and hence separate AC is not required. In underground stations, installation of window / split AC generally are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis subject to availability of spare capacity with DMRC and DMRC reserve the right for releasing spare chilled water capacity to the licensee. BTU meter will be provided by licensee for charging the electricity of delivering tonnage to licensee by applying suitable conversion formula; The work regarding the air-conditioning which includes tapping the water from the DMRC chilled water pipe line, AHUs, FCUs and other necessary installation for air-conditioning shall be done by Licensee. Generally the operating timing of chiller at underground metro station is from 0800 Hrs to 2130 Hrs. However, for elevated stations licensee may provide AC at his own cost conforming to detailed specifications attached at **Annexure-D**.
4. DMRC will attempt to provide electricity at the point nearest to location after getting application as per Annexure-A; licensee is required to undertake electrical work for extension of power from nominated source and as per cable layout plan released by Electrical O&M at the time of load sanction under DMRC supervision and complying all codal provisions listed DMRC specifications as per **Annexure B**, & upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
5. DMRC provides power supply up to leased premises on chargeable basis. Subject to completion of following work by the Licensee.
 - Supply and laying of cable including end termination of suitable size (rating suitable for allowable electric load) FRLS for RC section and LSZH cable for UG section (from source to nearest point) as per standard specifications.
 - Supply and fixing of meter box, energy meter with all necessary electrical safety equipment.
 - Licensee shall extend power supply from this Meter box at his own cost and work will be done by electrical contractor having a valid Electrical contractor certificate issued by Govt. of Delhi and NCR and shall provide installation last report as per **Annexure-B**. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises, **Annexure-C**. Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at **Annexure-E**. The work executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications / stipulations of contract.
6. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, energy meter, can be taken back by licensee without damaging any of the connected DMRC accessories i.e. cable trays, and false ceiling etc.
7. Power supply for fitment of leased area: If licensee desires they may seek an electrical connection for carrying out fitment of leased area only for limited period. Electrical O&M at its own cost shall provide a connection of 2KW each for every 100 sq mtr. of leased area in the lease premises at the total cost of

Rs.2,500/- per seven days. This arrangement shall have provision of load limitation of 2KW only and the consumption shall be monitored and in the likely case of excess consumption, separate demand shall be raised and extra demand shall be calculated Rs.1250/- per KW for per week. Licensee may request for this connection to Electrical O&M through concerned controlling department

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

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

Annexure-A**Format of Application for Power Supply****Name and Address of Licensee:-**

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

Procedure

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

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

Table: 1 -- Rating of Electric Items

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

Table: 2 Fire Safety measures

FIRE SAFETY INSPECTION CHECK-SHEET [For Kiosk / Shops area up to 250 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: Sign : _____ Sign : _____ Name : _____ Name : _____ Emp ID : _____ Emp ID : _____ Department : Fire Wing Department : PD / PB		Licensee Details: Sign : _____ Name : _____ Emp ID : _____ Licensee : _____	

List of Approved Makes

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

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

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

SPECIFICATION OF AIR CONDITIONER

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

General Technical Requirements:-

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

- iv) Drain pipe (15mm dia flexible PVC pipe).
- v) Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect 'both the units with each other.

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

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, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the Bidder. The meter shall sealed by DMRC, either within the premises of the Bidder or at a common meter room/board. Bidder shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety (if installed within his premises).
 - 13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Bidder.
 - 13.3 Only FRLS/FRLSZH (as applicable) cable of required size shall be used for tapping off supply from DMRC fixed supply to Licensee premises in rigid GI Conduit pipe.
 - 13.4 Licensee shall also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/caping. The Licensee shall use FRLS/FRLSZH copper/aluminum wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per DMRC's approval).
 - 13.5 DMRC shall provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10kW, Electrical load requirement exceeding 10 KW shall be given on 3-phase, 415V, 50Hz subject to availability.
 - 13.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. DMRC shall not be providing any standby power supply from station DG set or UPS.
 - 13.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee shall only be the permitted to use standby UPS/Inverter system shall also be taken as a part of total connected load.
 - 13.8 The Total Demand Load& Total Connected load shall be treated as same. Licensee shall have to pay applicable demand charges as per the Total Connected Load Only.
 - 13.9 Licensee shall use Energy efficient lighting& shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
 - 13.10 Licensee shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Licensee's cost shall carry the entire work. DMRC's representative may inspect and supervise the work.
 - 13.11 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the DMRC's Distribution Board or to any other place as directed by the DMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder shall be submitted by the Licensee. Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
 - 13.12 Licensee shall not be allowed to provide Room Heating appliance of any kind.
 - 13.13 The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on

three phase system if required by the Licensee shall be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.

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

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

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

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

Date:

Place:

Signature of Bidder

(Full name)

Signed and delivered in the presence of:

Witness 1

Signature_____

Full Name_____

Complete Address _____

Phone No._____

Witness 2

Signature_____

Full Name_____

Complete Address_____

Phone No._____

List of Documents to be submitted along with Declaration

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

DECLARATION

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

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

OR

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

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

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

The Bidder hereby agrees and undertakes:

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

fault in the electrical work, outlets or apparatus within the premises of the Bidder, all the loss shall be borne by the Bidder.

9. To pay DMRC all costs and expenses that DMRC may incur by reason of a fresh service connection being given to the Bidder.
10. To indemnify DMRC against all proceedings, claims, demands, costs, damages and expenses that DMRC may incur by reason of a fresh service connection given to the bidder.
11. To be bound by DMRC's conditions of supply, and all applicable acts and rules.
12. That DMRC shall not be responsible for any interruption/diminution of supply.
13. Others
 - 13.1 From the DMRC DB to main MCB / MCB of shops only XLPE insulated armored copper conductor FRLS/ LSZH (as applicable) cables shall be used. Licensee shall have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the Bidder. The meter shall be installed and sealed by DMRC, either within the premises of the Bidder or at a common meter room/board (Common meter room is locked & key, access is not permitted to licensee). Bidder shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
 - 13.2 DMRC shall provide supply, if available, at one fixed point as per DMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Bidder. Approval shall be taken from DMRC O&M wing. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damage, compensating or any other consideration what so ever on account of time and cost associated in making provision of electricity.
 - 13.3 That the use of any PVC material is not permitted in the underground stations.
 - 13.4 Licensee shall also do wiring within his shop/stall/KIOSK by using GI conduit. The Licensee shall use 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 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 5 KVA on single phase and thereafter on three phase system if required by the Licensee shall be supplied subject to availability at an additional cost and conditions to be stipulated by DMRC.
- 13.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection shall be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, DMRC reserves the right to revoke the license and forfeit the interest free security deposit after adjustment of all dues what so ever.
- 13.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, suitable action shall be taken as per respective State Electricity Act.
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

Signature_____

Full Name_____

Complete Address _____

Phone No._____

Witness 2

Signature_____

Full Name_____

Complete Address _____

Phone No._____

List of Documents to be submitted along with Declaration

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

Annexure-3A

Undertaking regarding payments through RTGS/NEFT/ECS mode in PB contracts.

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

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

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

1. RTGS/NEFT/ECS mode of payments shall require prior approval of DMRC for which licensee/ party/company must take consent from the property business cell of DMRC Ltd. in the standard format attached at ANNEXURE-3C.
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-3C. DMRC will give their consent within two working days within the receipt of aforesaid intimation for submission of request as per parts of ANNEXURE-III.
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-compliance 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: ____/____/____
licensee/ company

Name and designation of authorized representative of client /

ANNEXURE-3B**FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS IN PB CONTRACTS**

1. Name and address of client / licensee_____
2. Customer ID_____
3. Lease out No_____
4. Invoice No. and Date_____
5. Period of Invoice_____
6. Head/item wise details of payment to be submitted as described in the invoice

Item	Description/Head details	Period	Amount
N			
o			
.			

Gross amount to be deposit**Less statutory deductions such as TDS, GST etc.****Net amount to be deposit**

7. TDS registration No. of client/licensee_____
8. GST 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 PB clients / licensees are directed to give complete compliance to this and ensure to deposit the details at least seven days before of due date of making payments as mentioned in invoice for approval of DMRC.

To be filled by DMRC Officials

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

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

Dt. ____/____/____

ANNEXURE-3C

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

To,

**Delhi Metro Rail Corporation Ltd.
O/o- General Manager/PB
3rd Floor, Metro Bhawan,
Barakhamba Road,
Delhi – 110001**

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

Ref: 1.) The license agreement between Mr./Mrs./Miss/M/s. _____ (name of the licensee /company / party) and DMRC Ltd. executed on Dt. _____.

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

Sir,

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

Thanking you

**Name and designation
of authorized representative
of client / licensee / company
To be filled by DMRC Officials**

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

Dated: ____/____/____

Signature of MGR/AM-Property Business

Handing Over Note

Date: _____

Handing Over of Co-Branding Station at _____ metro station

As per LOA no. _____ dated _____, the permissible space for _____ at _____ metro station on line-_____ is handed over to M/s _____ on _____ in the presence of PB representative and representative from M/s _____

Further, License fee and other dues shall be charged as per LOA and the License agreement.

DMRC Representative

Representative from Licensee

Annexure-5

Material specifications for refurbishment of Built-up Shop/Spaces

For Elevated/Underground Stations:

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

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

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

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

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

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

Interior Surface Finishes:

a. Underground Stations

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

b. Elevated Stations

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

Annexure-V (A)

Material Specification for renovation/ refurbish of premises

Approved - vendors – list		
SN	Items/Products	Approved Vendors
1	VITRIFIED TILES	Kajaria
		H&R Johnson (India)
		Naveen
		Somany
		Orient
		R K Ceramics
		Restile Ceramics Limited
		Asian Grando India Ltd
		Oasis (Maaarbomax Group)
		Euro Tiles
		Oracle Granito Limited (Marbita Vitrified Tiles
		Nitco
2	CERAMIC TILES/	Kajaria

Draft License Agreement for Co-Branding of the selected Metro Station (DLA DMRC/PB/38)

	PORCELAIN TILES	Bell Ceramaics
		H&R Johnson (India)
		Mitco
		Regency Ceramics Ltd
		Somany
		Orient
		Kanzai Ceramic
		Raja Tiles
		Mridul Enterprises
		Italia
		Euro Tiles
		Hindustan Tiles
3	TERRAZZO TILES	Nitco
		Hindustan Tiles
4	TACTILE	Pelican Ceramic Industries Pvt Limited
		UniStone Products (India) Pvt Ltd
		Nimco Pretab Ltd
5	PVC FLOORS	Armstrong World Industries (India) Pvt Ltd
		Gerfloor India
		Tarken
		VeeKay Polycoats Limited
6	RAISED FLOORS	Hewelson/Kingspan Access Floors
		United Access Floors/United Insulation
		Uniflair
		Unifloor
		Acons
7	WOODEN FLOORS	Armstrong World Industriaies (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

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		Ultra Tiles
		Orasie Granito Limited (Marbito Vitrified Tiles)
11	MOSAIC TILES	Bisazza (Glass Mosaic Tiles)
		Mirdul Enterprises
		Italia
		Kenzai
		Opio
		Eon Ceramics
12	EMULSION PAINTS	ICI Dulux
		Modi Industries
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints
13	SYNTHETIC ENAMELS	ICI Dulux
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints
14	TEXTURE PAINTS	Spectrum
		Unitjile
		Barkelite Hylam (Surface Texture Division) "Heritage" Paints
		Texfin Products (M/s Niko)
		Acro Paints
		Birla
		ICI Dulux
		NCL AL TEK
		Kamdhenu Paints
		Bizzar
		Sherwin Williams Paints
15	POL YURETHANE PAINTS	MRF Paints
		Nerolac
		H C Associates
		Modi Industries Ltd (Paint Section)
16	WALL CARE PUTTY	J.K. White
		Unistone
		Birla (Aditya Birla Group)

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		Shalimar Paints
		Gyproc Wall Putty (Saint Gobam
17	GLASS 9Float / Toughened)	Float Glass India Ltd (Asahi float)
		Asahi Float (AIS)
		Modigaurd
		Glaverbel
		Saint Gobam
		Sejat
18	STRUCTURAL GLAZING FABRICATORS	PERMASTEELISA (INDIA) PRIVATE LIMITED
		Alufit (INDIA) Pvt Ltd
		SP Fabricators Pvt Ltd
		Alpro India
		Ashoo Decore (India) PvtLtd
		Innovators
		Façade India Testing Inc
19	ALUMINIMUM COMPOSITE PANEL	AlucoBond
		Reynobond Marketedd through Kawneer India Stockists HECTAFINE CONSTECH INDIA PVT LTD)
		ALPOLIC (A Mitsubishi product)
		Alsgtrong
		Alex Panels
		AL STONE INTERNATIONAL
		Aludecor Lamination Pvt Ltd
		Alupan Composite Panels Pvt Ltd
20	GRC PRODUCTS (GARC Screen Panels etc.)	UniStone Products (India) Pvt Ltd
		Hindustan
		TERRA FIRMA GRC & CONCRETE Industries
21	WAX PLASTER	Unitile India Pvt Ltd
		Oikos India Pvt Ltd
		Acro Paints
22	GYPCBOARD 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

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		Toyo Ferrous Crete (P) Ltd
		Sumany Ezy Grout
		MYK Laticrete
		Mapei
		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
27	POLY SULPHIDE SEALANTS	Unistone Super Grout
		Pidilite
		STP Limited
		Sika
		CICO
		BASF
		FOSROC
28	SILICONE SEALANTS	SWC
		GE Bayer Silicones
		Dow Corning
		Sika
29	SILICON WATER REPELLANT SOLUTION	McCoy Soudat
		GE Bayer Silicons
		Metroark
		STP Limited
		MC Bauchemnic
30	POL YURETHANE SEALANTS	Choksey Chemicals
		3M
		SIKA
31	PLYWOOD	McCoy Soudal
		Duroply Sharda Ply Wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		Swastik Plyboard Ltd (Swati Plyboard)
32	BLOCKBOARD	Merino
		Duroply-Sharda Ply wood Industries
		Century Ply
		Kitply

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		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
38	FLUSH DOORS	Kanchan Ply
		Swastik Plyboard Ltd (Swati Plyboard)
		Kutty's
		Diamond Flush Doors/Star Metal Forms P Ltd
		Raa Veeta
		Alpro Panels
36	COMPACT LAMINATION DOORS	Merino
		Greenlam Asia Pacific Pvt Ltd sturdy rest rooms and cubicals
		Green Ply wood
37	PRESSED STEEL DOOR FRAMES	Agew Steel Manufactures Pvt Ltd
		Sen Harvic Windows Private Limited
		Oaynus
38	FIRE DOORS	Signum Fire Protection (I) Pvt Ltd
		Godrej & Royce Manufacturing Company Limited
		Radiant Fire Protection Engineers Pvt Ltd.
		NAVAIR INTERNATIONAL LTD
		Sehgal & Sehgal
		ShaktiMet
39	SANITARYWARE	Hardware
		Cera
		Roca
		Pafrware
		Euro
		Somany
40	SANITARY & BATH FITTINGS	Mayur/Othello
		Jaquar and Company Pvt Ltd

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		Kohler
		Kingsion (Plastocraft Sanitary India Pvt Ltd
		Cauret
		Marc
41	FRAMELESS GLASS PARTITION FIXTURES	Dorma
		Hafele
		Dorset
		Dline
		Insta Hardware
		Hardwya
42	SPIDER FITTINGS/PATCH FITTINGS	Ozone
		Kitch
		Dunex
		Dline
43	ANCHOR FASTENERS	Hilti India
		BOSCH FISCHER
		Canon Fasteners
		Axel
		Boun Group
44	STONE GLADDING CLAMPS	Hilti India Pvt Ltd
		BOSCH FISCHER
		Canon Fasteners
		Boun Group
45	DOOR HARDWARE	Dorma
		Hafele
		Dorset
		Dline
		Hardwyn
		Ozone
		Heffich India Pvt Ltd
46	DRAINAGE PIPES	Tirupati Plastomatics
		Duraline
		Rex
47	DUCTILE IRON PIPES	Electro steel
		Jindal (Hissar)
48	CAST IRON (A) S/S PIPES & FITTINGS (IS:1536) Kesoram	Kesoram
		KDPL
		NECCO
		HEPCO
49	GI & MS PIPES (IS: 1239 PART I & II, IS: 3889)	Jindal (Hissar)
		Surya
		Swastik Plyboard Ltd (Swati Plyboard)
		Prakash
50	GI FITTING MALLEABLE (IS:	Zoloto
		Unik

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	1879 PART 1 TO X)	"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 BITUMINOUS MEMBRANE ROOF WATERPROOFING	Multiplas Standard of Integrated Waterproofing Membrane Limited / SUPER THERMOLAY/POLYFLEX of STP Limited
		"LOTUS-3" of the Structural Waterproofing Co. Limited
		Sika
		Kemco
		Kryton Buildmat
		MBT
		FOSROC
61	INTEGRAL CRYSTALLINE	Kryton Buildmat
		Penetron

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

Annexure-6 A

FORMAT OF PREFIX

ब्रांड नाम

Brand Logo

Brand Name

दिल्ली मेट्रो

स्टेशन नाम



Delhi Metro

station Name

Annexure-6 B

FORMAT OF SUFFIX

दिल्ली मेट्रो

स्टेशन नाम



Delhi Metro

station Name

ब्रांड नाम

Brand Logo

Brand Name