



Licensing of Space for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in Tunnels Section and Underground Stations of: Chowk Bazar, Maskati Hospital, Surat Railway Station, Central Warehouse, Labheshwar Chowk and Kapodra of North-South Corridor of Gujarat Metro Rail Phase-I Surat Network.

TENDER NO.: GMRC/S&T/IBS/SURAT/PH-1/2026

Gujarat Metro Rail Corporation (GMRC) Limited

(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as Metro Link Express for Gandhinagar and Ahmedabad (MEGA) Co. Ltd.

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010,

Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407



Gujarat Metro Rail Corporation (GMRC) Limited
(SPV of Govt. of Gujarat and Govt. of India)
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman
Bhavan, Sector 10/A, Gandhinagar: 382010,
Gujarat, India

TENDER NOTIFICATION No.: GMRC/S&T/IBS/SURAT/PH-1/2026

Date: 11-02-2026

E-Tenders are invited from reputed and experienced agencies for the following tender:

Tender Name	Tender Fees
Licensing of Space for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in Tunnels Section and Underground Stations of Chowk Bazar, Maskati Hospital, Surat Railway Station, Central Warehouse, Labheshwar Chowk and Kapodra of North-South Corridor of Gujarat Metro Rail Phase-I Surat Network.	INR 25,000/-

Interested bidders are requested to visit <https://tender.nprocure.com> for eligibility criteria, applying/ downloading the tender document. Last date and time for Bid Submissions is 15:00 Hrs. on **13-03-2026**.

Any alterations in Eligibility Criteria and terms of the Tender Document, or any amendment to the Tender Document, etc, will be uploaded on <https://tender.nprocure.com> and GMRC's Website www.gujaratmetrorail.com without any obligation or press notification or other proclamation.

Director (SER)
GMRC, Gandhinagar

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1. NOTICE INVITING TENDER (NIT)

1.1 GMRC invites Bids from eligible Bidder(s), who may be a registered sole proprietorship firm, a partnership firm or a company incorporated under Companies Act 1956/2013 and having registered office in India, or a combination of above in the form of Joint Venture (JV) or Consortium, for selection of Licensee for Licensing of space for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in tunnel section and underground station(s) Chowk Bazar, Maskati Hospital, Surat Railway Station, Central Warehouse, Labheshwar Chowk and Kapodra of North-South Corridor of Gujarat Metro Rail Phase-I Surat Network as per terms and conditions of this Bid Document.

1.2 GMRC shall receive Bids pursuant to this Bid Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by GMRC. Bidders shall submit Bids in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the GMRC premises at the stations / site and familiarize themselves with the proposed arrangements and all activities necessary in this regard.

1.3 Key Details:

a). GMRC has adopted Two-Packet Bidding Process for selection of a suitable highest Bidder for granting License as per bidding schedule.

b). Schedule of Bidding Process-

(a) Tender No.	GMRC/S&T/IBS/SURAT/PH-1/2026
(b) Name of Work	Licensing of Space for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in Tunnels Section and Underground Stations of: Chowk Bazar, Maskati Hospital, Surat Railway Station, Central Warehouse, Labheshwar Chowk and Kapodra of North-South Corridor of Gujarat Metro Rail Phase-I Surat Network.
(c) License Period	09 Years

(d)Tender documents on sale / download of Tender Documents	From 11-02-2026 to 13-03-2026 (up to 15:00 hrs.) on e-tendering website https://tender.nprocure.com . Tender document can only be obtained online after registration of tenderer on the website https://tender.nprocure.com . For further information in this regard bidders are advised to Contact No. +91 79 23248572, Extension 527
(e)Tender Fees (Non-Refundable)	INR 25,000/- (Twenty Five thousand) only inclusive of GST (Demand Draft /Banker's cheque drawn on a Scheduled Commercial Bank based in India and should be in favour of "Gujarat Metro Rail Corporation (GMRC) Ltd" payable at Gandhinagar/Ahmedabad) (Copy of GST registration no. to be provided along with Tender fee)
(f) Tender Security	INR 6.07 Lakh as Bank-Guarantee/Demand Draft/ Fixed Deposit/ Banker's Cheque Demand Draft /Banker's cheque / FD/ BG drawn on a Scheduled Commercial Bank based in India and should be in favour of "Gujarat Metro Rail Corporation (GMRC) Ltd" payable at Gandhinagar/Ahmedabad Note: Bidders to note that the payment of tender security shall be made from the account of bidder only. However, in case of JV/Consortium, the tender security can be either paid from JV/Consortium account or one of the constituent member of JV/Consortium.
(g)Last date of submission of queries/ Clarification from Tenderers	20-02-2026, up to 17:00 hrs. <ul style="list-style-type: none"> • Queries/clarifications from bidders after due date and time shall not be acknowledged. • The interested applicants for participation in prebid meeting can send their participation details (i.e. Name, Designation, Mobile no., Email ID, Name of firm) through E-mail to snehal.shah@gujaratmetrorail.com. The link will be shared on 21-02-2026 for participation in the prebid meeting. • The bidder shall submit their queries to above mentioned mail id in excel format as given in Annexure-12.
(h)Pre- bid Meeting to be held through Video Conferencing / online	21-02-2026, 11:30 Hrs

(i) Last date and time of submission of E-Tender	13-03-2026, 15:00 Hrs. <ul style="list-style-type: none"> Financial Bid is to be filled up on the online portal https://tender.nprocure.com. as mentioned in financial bid submission Technical Bid is to be submitted physically at the address mentioned below & is also to be uploaded online at https://tender.nprocure.com.
(j) Opening of Technical Bid including Tender Fees & Tender Guarantee	On the last day of submission of Filled-In Technical Bid (as mentioned above) at 15:30 hrs.
(k) Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ phone
(l) Tender Validity	180 days from the last day of submission of tender
(m) Venue of physical submission of Tender fees, Tender guarantee and Technical Bid	I/C General Manager- Contract, Gujarat Metro Rail Corporation (GMRC) Limited (SPV of Govt. of Gujarat and Govt. of India) Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India
(n) GMRC Account Details (Only for issuance / preparation of Bank Guarantee for tender security)	Name: Gujarat Metro Rail Corporation (GMRC) Limited Bank Name: State Bank of India Account No.31750803151 IFSC Code: SBIN00001355 SFMS/SWIFT : SBININBB255

- c). It is mandatory to quote for all the Six stations by a bidder or else offer will be summarily rejected.
- d). The Tender Fees & Tender Security shall be submitted in a sealed envelope clearly marked on top “Tender Fees & Tender Security”. Bidders who fail to submit valid tender security and tender fees of appropriate amount in physical form on or before the prescribed date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. If the Bidder withdraws his bid at any stage, the tender security will be forfeited, and necessary action will be taken by GMRC in accordance with tender provision.
- e). Bidders are expected to carry out extensive survey of GMRC premises and analysis at their own cost, before submitting their respective Bids for award of

the License Agreement. GMRC shall provide necessary permission and assistance for the prospective Bidders in this regard.

- f). Bids received after Last Date & Time of Submission of Bid shall not be accepted under any circumstances.
- g). In case of a Bid by a JV/Consortium of firms, following shall be abide by its members:
 - i. For the purpose of evaluation of the JV/Consortium, each member's contribution towards the turnover shall be considered in the same ratio of their participation in the JV/Consortium.
 - ii. The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
 - iii. Any change in percentage of stake of JV/Consortium members without prior written approval of GMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling GMRC to encash Security Deposit/Performance Security and or to terminate the License Agreement after 30-day notice.
 - iv. Minimum percentage stake of any member in JV/Consortium during license period (including lock- in period) shall not be less than 15%.
 - v. Partners of the JV/Consortium having less than 26% participation shall be considered as non- substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
 - vi. All members of such entity shall be jointly and severely liable for the performance of License Agreement.
- h). The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.

i). Eligibility Criteria

The Bidder must be registered with Department of Telecommunications, Government of India as authorized Infrastructure provider in IP-1 category.

Copy of valid DoT/IP-1 License is required to be submitted.

In case of JV/Consortium, the above needs to be fulfilled by the lead member.

The bidder should have executed In-Building Solution (IBS) works for providing shared Mobile Coverage Solution for Metro Rail Network/ Airports/Multistoried Buildings or Malls for GSM/CDMA/Wi-Fi/VoLTE operators.

The agency engaged in installation of IBS must have minimum experience of one year in managing In-Building Solutions (IBS) for providing shared Mobile coverage solutions for various types of telecom operators like GSM/CDMA/Wi-Fi/VoLTE in public areas.

The bidder shall be required to submit experience certificate duly issued by the client for the above mentioned work.

Pre-submission signed-off document/ Letter of Intent (LOI) by at least two (2) leading mobile operators with the bidding IP1 on acceptability of Design & Technical solution.

- 1.4 The Bids submitted without Bid Security by the Bidders shall be outrightly rejected. The Bids received after stipulated date and time of submission of RFP shall be rejected outrightly.
- 1.5 The Bidders are advised to keep in touch with GMRC's website www.gujaratmetrorail.com and n-proc. portal <https://tender.nprocure.com> any for updates.
- 1.6 GMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the GMRC for rejection of his proposal.
- 1.7 Bids received after Last Date & Time of Submission of Bid shall not be accepted under any circumstances.
- 1.8 Undertaking for not being banned from Business: As on date of Bid submission:
 - (i) GMRC/MOHUA/Gujarat-Govt. must not have banned business with the Bidder (any member in case of JV/Consortium) or
 - (ii) Any Central/State Government department/ PSU/ Other Government entity or local body must not have banned business with the Bidder (any member in case of JV/Consortium) which is applicable to all ministries

(approved by the Committee of Economic Secretaries, Ministry of Commerce). The tenderer should submit undertaking to this effect as per **Annexure-10** of Bid/RFP Document.

2. DEFINITIONS

- 2.1 “Agreement” means the License Agreement to be executed between GMRC and the Selected Bidder.
- 2.2 “Applicable Laws” means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- 2.3 "Bid" means the documents in their entirety comprised in the Bid, including all clarifications, addenda and revisions issued by GMRC to the Bidders, the Bid submitted by the successful Bidder (Licensee) in response to the Tender Notice in accordance with the provisions thereof. The words "Bid" and "Tender" are used synonymously.
- 2.4 “Bidder” means any eligible party, who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Joint Venture (JV) or Consortium, etc. who is submitting its Bid pursuant to Bid/RFP Document.
- 2.5 “Bid Security” means the refundable amount to be submitted by the Bidder along with RFP documents to GMRC.
- 2.6 “Commencement Date” means the date of commencement of License Agreement as defined in RFP/Bid document.
- 2.7 “License” means the grant of License by GMRC to the Licensee to utilize the Licensed Premises under terms and conditions of this Bid Document.
- 2.8 “Licensee” means the Selected Bidder, who has executed the License Agreement with GMRC pursuant to the conclusion of the bidding process.
- 2.9 “License Fee” means the amount payable by the Licensee to GMRC for Licensed Spaces or Premises as per terms and conditions of the License Agreement along with other payable charges and any kind of Central or State Taxes, local levies, statutory dues, etc. as per prevalent law.

- 2.10 “License Period” means a period of nine (9) years starting from the Commencement Date as specified in Bid Document.
- 2.11 “GMRC” means Gujarat Metro Rail Corporation Limited, SPV of Govt of Gujarat and Govt of India.
- 2.12 “Interest Free Security Deposit / Performance Security” means interest free amount to be deposited by the Licensee with GMRC as per terms and conditions of License Agreement as security against performance of License Agreement.
- 2.13 “Licensed Premises” or “Licensed Space” means the bare space, on “as is where is basis”, solely for the purpose of License as per terms and conditions of this Bid Document.
- 2.14 “Selected Bidder” means the Bidder who has been selected by GMRC, pursuant to the bidding process for award of License.

3. DISCLAIMER

- 3.1 This Bid Document is not an offer but is an invitation by GMRC to the Bidders for participation in the tendering process for selection of Licensee. This Bid Document is provided with information that may be useful to Bidders in making their financial offers (Bids) pursuant to this Bid Document. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by GMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.
- 3.2 Information provided in this Bid Document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Intimation of discrepancies in the Bid Document, if any, may be given, by the Bidders, to the office of the GMRC, immediately, by the Bidders. If GMRC receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the Bid document.
- 3.3 This Bid Document may not be appropriate for all persons, and it is not possible for GMRC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in the Bid Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.

- 3.4 GMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this Bid Document. GMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise arising in any way for participation in this Bid Stage.
- 3.5 The issue of this Bid Document does not imply that GMRC is bound to select a Bidder or to appoint the Preferred Bidder or Licensee, as the case may be, for the grant of License and GMRC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid. The Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this RFP/Bid Document shall be considered only if it is submitted in writing.

4. OBJECTIVE AND SCOPE

4.1 Objectives of Bid Document:

- a). Licensing of space for In-Building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in following tunnel section and underground station(s): Chowk Bazar, Maskati Hospital, Surat Railway Station, Central Warehouse, Labheshwar Chowk and Kapodra of North-South Corridor of Gujarat Metro Rail Phase-I Surat Network as per terms and conditions of this Bid Document.
- b). To provide seamless/uninterrupted mobile coverage (2G/3G/4G/5G) in selected tunnel and underground station/section of GMRC.
- c). To augment non-operational revenue of GMRC through Licensing of Space.

4.2 Scope:

- a). The Selected Bidder(s), shall be licensed with spaces, for Placement and Operation of Telecommunication Equipment for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in tunnel section(s) and underground station(s): Chowk Bazar, Maskati Hospital, Surat Railway Station, Central Warehouse, Labheshwar Chowk and Kapodra of North-South Corridor of Gujarat Metro Rail Phase-I Surat Network as per terms and conditions of this Bid Document, hereinafter referred to as “**Permitted Activity**”, subject to the terms and conditions specified in the Bid Document/Draft License Agreement and the guidelines stipulated herein in relation to the Permitted Activity.
- b). The intention is to provide mobile services of various operators for commuters’ facilitation. No other services which are beyond the scope of this tender like Wi-Fi etc. shall be permitted.
- c). The IBS as a concept shall be offered by a single infra provider/entity whereby with a single common infrastructure all existing and upcoming mobile operators can serve their customers in an easy and efficient manner. The said entity shall offer shared In-Building Solutions for various types of telecom operators such as GSM/CDMA/VoLTE Technologies.
- d). The Selected Bidder shall be required to set up and manage the common shared IBS at the Licensed Premises. The Selected Bidder shall in turn provide the services of IBS to various telecom operators and other agencies that require the same in tunnel and underground station of the section by

charging them appropriate licensee fee. The Selected Bidder in turn shall pay monthly License Fee and other charges along with applicable taxes, quarterly in advance, to GMRC.

- e). The Licensee has the option to appoint maximum three (3) telecom operators to carry out the Permitted Activity within the Licensed Premises. The Licensee shall ensure that any agreement or understanding executed between the Licensee and other telecom operators shall strictly adhere to compliances of License Agreement executed between GMRC and Licensee.
- f). The IBS provided by Selected Bidder shall:
 - i. Include all cellular standards such as GSM, CDMA, W-CDMA, and LTE/VOLTE. etc.
 - ii. The IBS coverage shall be provided through distributed antenna system, and it shall be left to the Selected Bidder to decide on the technology solution fitted best to meet the coverage criteria keeping in view of the building profile and ground realities for mobile operators considering the commercial outflow to be paid by the mobile operators.
 - iii. The License Fee of Space quoted by Bidder, as per RFP, shall be for 2G/3G/4G/5G and future up-gradation during the tenure of License Agreement. However, infrastructure and repeaters/equipment to be installed by the bidder shall be 5G ready, in a way that for up-gradation to 5G, no additional cable laying and no additional attenuators, couplers etc. which require work in Tunnel or Stations public area shall be permitted. Bidder is required to confirm this through an undertaking at the time of bid submission. Not meeting this condition by the contractor shall be treated as material breach of contract condition and shall be treated accordingly.
 - iv. No repeater equipment shall generally be installed in tunnels. Nevertheless, if it is unavoidable then repeaters can be allowed adhering to the schedule of dimensions. Power for the same has to be extended by the Licensee from licensed room. Any co-axial cable, power cable etc. has to meet the FRLSZH (Fire Retardant Low Smoke Zero Halogen) criteria for underground environment and has to be provided by the licensee along with associated equipment for receiving signals of mobile service providers. In this regard, certificates and test reports of the manufacturer are to be submitted to GMRC. Further, Licensee can use 2 locations at concourse and 1 each at platform to use active components. The installation has to be inside the false ceiling and aesthetics is to be

maintained. Location of such installation is to be approved by GMRC. Use of these active equipment is limited to the scope of this Agreement, and they cannot be used for any other purpose such as Wi- Fi, etc.

- g) Maximum three operators shall be allowed as per this Bid Document to carry out the Permitted Activity. The Licensee shall obtain prior permission from GMRC to include/exclude any service provider in the IBS. Inclusion of additional telecom operator, above limit of 3 (three), shall increase the License Fee by 20% for each new telecom operator. The Licensee shall endeavor to have tie-ups with all mobile service providers of Suratzone for the authority to receive their signals and propagate them. However, tie-up with at least two (2) mobile service providers shall be mandatory at the time of bid submission. Documentary proof like MOU, Contract-Agreement, Letter of Intent etc. shall be submitted along with bid document. Non-provisioning of mobile signals, as above, shall be treated as Material Breach of Contract/Event of Default on the part of Licensee. Licensee shall attain minimum Three (3) Mobile Service Providers within Twelve (12) Months of commencement of Revenue Operating Date (ROD) or commencement of License fee, whichever is later, otherwise a penalty of Rs. 5,000 per month per station shall be levied. If the Licensee fails to attain minimum three mobile service providers even after 24 months of Revenue Operating Date (ROD) or commencement of License fee, whichever is later, then the penalty shall be increased to Rs. 10,000 per month per station throughout the contract period or propagation of signals in the licensed premises by third mobile operator, whichever is earlier.

Further, the agreement between Licensee and the operators shall cease in case of termination of License Agreement entered between Licensee and GMRC. In case licensee fails to comply to the provision of tie ups with three (3) mobile operators as described above, GMRC reserves the right to ask individual/group of mobile operators to propagate their signals in licensed premises over the same infrastructure provided by the Licensee.

- h) Some of the stations of the licensed sections may be under management of GMRC Project Wing as these stations are under construction. The access to such section/station and the rooms shall be provided to Licensee at least thirty (30) days before Revenue Operation Date (“**ROD**”) of these stations. GMRC shall issue a Possession Letter for taking over the possession of location within ten days of the issuance of Letter of Possession. The ROD provided is tentative as it depends on sanction of section by CMRS. The final ROD shall be decided only after clearance by CMRS.

- i) Licensee has to install all necessary cables (of FRLSZH type only), LCX & OFC in tunnel, cables and fixing of antenna in station and associated equipment for amplification of the signals in all areas of the underground stations and the approach ramp of the tunnel at its own cost, so as to provide seamless connectivity to the commuters travelling in the tunnels and underground station(s) of the Section. Cable trays and cable hangers for this purpose will be provided by GMRC against payment of one-time capital cost and monthly fee. In case of separate cabling for CDMA and GSM network, the charges for the clamps shall be applicable for 2 cables. Licensee shall at their own cost and risk prepare/install cable tray and clamps etc. after obtaining GMRC approval where such provision is not available. No claim or compensation on this account shall be entertained. General specification of the cables shall be as per Annexure-9.5. In addition 4 (four) random samples from each type of cables are required to be tested for conformance of the specifications related to fire and smoke in Govt. lab and cost of such testing to be borne by the Licensee. Oversheath of the LCX cable shall be an extruded layer of anti-corrosion, reduced flame propagation, low smoke zero halogen compound complying with the fire performance requirement as per Annexure-9.5. Factory Acceptance Test (FAT)/ Accredited Lab Test report of the cables to be submitted to GMRC for review of the above parameters
- j) The Licensee is permitted to take fibre from out-side station to GSM/CDMA room at their own cost and meeting the requirement of cable specifications for Underground Section. The fibre cable is to be used solely for carrying traffic for mobile coverage of GMRC. No other data of whatever type shall be permitted on this fibre cable.
- k) The Licensed Space shall be utilized only by the Licensee or his associates/permitted operators as per Terms and Conditions of RFP/Bid Document (Draft License Agreement at Annexure-9). In this regard, the Licensee shall obtain prior written permission for operators to operate at a particular site from GMRC. If at any stage during License Period, it is found that the total operators at any location are more than permissible limit, license fee shall be charged at double the rate of license fee applicable for single operator at that location on pro-rata basis from the date of handing over of the location and all utility services shall remain disconnected till the extra operators vacate the Licensed Premises.

- l) The sites shall exclusively belong to the GMRC, without creating any right, title or interest of whatsoever nature in the said Licensed Premises in favour of the Licensee.
- m) Licensee shall ensure regular interaction and provide all necessary logistic support to the mobile operators so that they can provide un-interrupted mobile coverage in all underground areas.
- n) The Licensee shall ensure compliance with permissible radiation limits for mobile towers/antennas as laid down by Municipal Corporation / State Government / Department of Telecommunications, etc. from time to time. The service provider/integrator should confirm to smooth voice communication in the vicinity of towers. A joint checking of the coverage with representative of the licensee, Property development cell, S&T and operations shall be conducted half-yearly and in case of any shortfall, a token penalty of Rs. 5,000/- will be levied on the Licensee.
- o) The Selected Bidder shall be responsible for obtaining necessary permissions from Department of Telecommunications (DoT) and comply with all the guidelines issued by DoT from time to time and applicable law for undertaking the Permitted Activity in the Licensed Premises. Any law/instruction issued by Local Authority, in this regard, shall also be adhered to.
- p) The Selected Bidder shall first utilize the telecommunication infrastructure of GMRC on commercial terms wherever technically feasible before considering alternate facilities.
- q) To power up repeater inside tunnel, Licensee has to make up his own arrangements from licensed rooms.
- r) Licensee shall interface with Civil/Electrical/Signal & Telecom etc during execution of work. Licensee shall also attend progress review meeting held at site offices on regular basis.
- s) After completion of work As-built drawings shall be submitted to GMRC.

4.3 Licensee shall be responsible for the following activities:

- a) The Licensee shall ensure that passengers using metro train services will get uninterrupted mobile coverage without any interruption in underground section as described in Scope of this document. It requires that the Radio system shall have an overall availability of better than 99.95%. The signal level should be such that the uplink and down link audio quality level under such conditions should be good. The minimum signal level which is sufficient for successful radio calls must be available in all coverage areas including inside the moving (50 kmph) train compartment. It shall be

available in 95% of total area and in worst case not more than 50 meter of continuous stretch in stations and in tunnel/train should be without coverage. The signal levels mentioned herewith are the worst case Down Link signal levels after taking into account all losses such as propagation losses, feeder losses, body loss, fading, train penetration losses, multiple floor / wall penetration losses, climatic losses, etc.

- b) The Licensee shall be licensed with space for Placement and Operation of Telecommunication Equipment for Providing Mobile (Cellular) Network (2G/3G/4G/5G). For the purpose of placement of equipment, the Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. GMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety & security concerns. If the whole plan or a part of plan is not approved by GMRC, Licensee is required to submit revised plan for approval. All further modification/ revision in plan(s) are required to be approved by GMRC.
- c) Designing of all units / structures to complement station architecture/design for installation of telecommunication equipment.
- d) Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the Licensed Premises only. Licensee shall prepare the plan for approval from GMRC.
- e) Appoint competent nodal officer to interact with nodal GMRC representative to bring clarity in understanding of spaces, coordinate and implement decisions taken.
- f) Operate, manage and maintain the entire Licensed Premises.
- g) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, DoT etc. at its own cost.
- h) Comply with all statutory requirements in connection with License Agreement.
- i) Ensure regular and timely payments of all amounts due to GMRC and discharge all obligations as per License Agreement.
- j) Payment of all statutory taxes, local levies, statutory dues, etc (except property tax which shall be borne by GMRC) as and when due shall be on licensee's account.

- k) GST and surcharge thereon, as applicable from time to time, shall be paid by the Licensee.
- l) Licensee shall also adhere to procedure of GMRC regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-9.6 and Material Specification for renovation/refurbish of premises as per Annexure- 9.4.

5. ELIGIBILITY CRITERIA

- 5.1 The Bidder must be registered with Department of Telecommunications, Government of India as authorized Infrastructure provider in IP-1 category.
- Copy of valid DoT/IP-1 Licence is required to be submitted.
- In case of JV/Consortium, the above needs to be fulfilled by the lead member.
- 5.2 The bidder should have executed In-Building Solution (IBS) works for providing shared Mobile Coverage Solution for Metro Rail Network/ Airports/Multistoried Buildings or Malls for GSM/CDMA/Wi-Fi/VoLTE operators.
- 5.3 The agency engaged in installation of IBS must have minimum experience of one year in managing In-Building Solutions (IBS) for providing shared Mobile coverage solutions for various types of telecom operators like GSM/CDMA/Wi-Fi/VoLTE in public areas.
- 5.4 The bidder shall be required to submit experience certificate dully issued by the client for the above mentioned work.
- 5.5 Pre-submission signed-off document/ Letter of Intent (LOI) by at least two (2) leading mobile operators with the bidding IP1 on acceptability of Design & Technical solution.

6. GENERAL TERMS FOR GRANT OF LICENSE

- 6.1 The details of locations/stations and sections, offered through this tender, for solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in tunnels and underground stations detailed at Annexure-1. The selected bidder shall be licensed with space for placement and operation of Telecommunication Equipment for the In-Building Solutions (IBS) for providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in tunnels and underground stations detailed at Annexure-1. The area specified against each location is tentative for the subject bid and may have variation between 10% to 15%. License Fee shall be charged on the basis of per station/month for each station handed over to the Licensee subsequent to issuance of Letter of Acceptance (LOA) and receipt of payments there under.
- 6.2 Additional area at each station may be provided to the Licensee based on availability and feasibility at the sole discretion of GMRC. In case of handing over of additional area at the same location, no fitment period shall be provided. Interest Free Security Deposit/ Performance Security shall also be updated for the additional area within 15 days from the date of handing over. The tenure of such additional area/ location shall be coterminous with the License Agreement. The locations shall be handed over to Selected Bidder as defined in scope of work after receipt of full payment as stipulated in the LOA and as per the possession Letter.
- 6.3 Not Used.
- 6.4 **Tenure of License Agreement:** The License shall be for a period of nine (9) years, subject to lock-in period of 2 (two) years, from the commencement of license fee for the first lot of stations. Tenure of the license period of the locations handed over subsequently shall be co-terminus with above period of main license agreement irrespective of date of actual handing over.
- 6.5 Commencement Date: License Agreement shall commence from date commencement of license fee for first lot of stations.

- 6.6 Fitment Period: Licensee shall be provided with 45 days fitment period. Fitment period shall commence from handing over of concerned station. The Licensee shall complete its fitment in all respects within the specified fitment period. However, the contractor shall be bound to start radiation of signals over the IBS Network before a stipulated to be intimated by GMRC, which shall be a date 45 days prior to revenue operation date (ROD) of GMRC services for passengers. Non radiation of signals in station and tunnel area before the stipulated date shall be treated as material breach of contract as per clauses of this tender.
- 6.7 **Commencement of License Fee:** License Fee shall commence immediately after the expiry of fitment period of the concerned handed over station(s) and section(s) or Revenue Operation Date (ROD) whichever is later.
- 6.8 **License Fee:** The Selected Bidder shall pay to GMRC as per the LOA issued and executed Agreement, quarterly in advance, all payments requested as per details and rates indicated in the table below-

S. No.	Item	Rate
A. Monthly Recurring Charges: Prevailing charges shall be increased @ 5% per annum on compounding basis after completion of every year of License Period		
1.	License Fee for Space (License Fee for space per station in GSM/CDMA room [approx. 10 sqm in area] at each metro station as per Annexure-1) [In case, if handed over space is more than 15% (1.15 times) of 10 sqm, then license Fee will be increased on pro rata basis]	The rate to be filled online as per Annexure – 14. Note: Minimum reserved price for this item shall be Rs.93,767 per station per month.
2	License Fee of additional space for utilities/microwave tower (Will be charged for minimum 1 sqm area)	On pro rata basis as per S.No. 1 above. Rate per sqm/month shall be derived by dividing 'Rate quoted by the licensee per station/month by 10 sqm area at S.No.1
3.	License Fee for Spaces on Cable Tray (Station & Tunnel) and for Indoor Antenna/Repeater	Rs. 18,645/- per station/month + GST

4.	Maintenance charges for Space including Supervision Charges for tunnel entry. (Entry in tunnel will be restricted to availability of power block in the section.)	Rs. 6,902/- per month/station + GST
B	Variable Charges: Third Party Dependent (Torrent Power)	
5	Electrical Installation Charges including substation lease rent.	As per applicable GMRC Electricity Distribution Policy Rate Schedule (Attached as Annexure 9.6)
6	Air-Conditioning Charges (Considering 1 number of FCU working and 1 FCU standby.)	{[Total TR installed in GSM/CDMA room X 0.75 (Working TR) X 1.494] KVA X 24 hrs X (Number of Days in particular month) X (Unit charges as per concerned DISCOM)}
7	Air-Conditioning Maintenance Charges i.e. Operation and Maintenance charges for high end installations at stations (monthly basis)	20% of Air-Conditioning Charges (as calculated in S.No. 6 above)
8	Energy consumption charges (Energy consumption as per installed Energy Meter)	Rate of electricity for temporary or permanent electrical connection shall be charged from licensee at whom concerned DISCOM would be charging had they obtained electric connection from them.
C	One Time Lump-Sum Charges: Non-Refundable	
9	One-time fixed charges for installation of FCU with all associated item	Rs 1,31,896 - per TR + GST
10	Clamp of LCX cable in Tunnels	Rs 546 /- per running meter excluding taxes & duties + GST
D	Deposits:	
11	Refundable Electrical Consumption Deposit (Interest Free)	Rs.5,000/-per KVA per station

12	Interest Free Security Deposit/ Performance Security	Equivalent to 12 months License Fee (License Fee shall be the sum of Items at Sr No 01 to 04 under the head "A: Monthly Recurring Charges" of this table) applicable for final year of License agreement for Licensed premises.
E	Dark Fiber Between Stations	As per GMRC Rates applicable from time to time

Note : Items other than A (1) above are proposed to be kept fixed for the contract Bid is invited against item A(1), where the mentioned amount in above table is minimum reserve price. Bidder is required to quote his price against A(1) in the financial bid. Work shall be awarded to the Bidder quoting highest (H1) quote of total all 6 stations.

- 6.9 Along with the above license fee and other charges, the license shall also pay GST as applicable (presently 18%) from time to time. Any further increase in statutory taxes or new tax structure will also be applicable.
- 6.10 The License Fee of Space, License Fee of Additional Space for utilities/microwave tower, License Fee for Spaces on Cable Trays & for Indoor Antennas/Repeater and Maintenance Charges for Space including Supervision Charges for tunnel entry shall be increased by 5% per annum on a compounding basis after completion of every year of License Period.
- 6.11 License Fee and other dues shall be payable quarterly in advance to GMRC, by the last working day of previous running quarter. The re-conciliation of License Fee and other dues shall be carried out annually. Based on re- conciliation, the adjustment of License Fee payable to GMRC shall be carried out along with payment of License Fee of next quarter. The payment of dues should preferably be made/credited by RTGS/NEFT/ECS mode to GMRC after obtaining prior approval of GMRC and complying with the laid down procedure. The details for GMRC's account for e-payment shall be provided separately. Licensee may submit the dues in the form of Demand Draft/ Cheque in favour of "Gujarat Metro Rail Corporation (GMRC) Limited" payable at Gandhi Nagar/Ahmedabad (Gujarat).
- 6.12 **Air-Conditioning Charges:** The Air-Conditioning at the Licensed Premises inside

the rooms (GSM/CDMA) shall be provided by GMRC at the cost of Licensee. The capital cost and other monthly charges for providing Air- Conditioning shall be payable by Licensee to GMRC.

- 6.13 **Interest Free Security Deposit/Performance Security:** Selected Bidder shall pay and submit to GMRC Interest Free Security Deposit / Performance Security equivalent to 12 (twelve) Months License Fee applicable for final year of license agreement for Licensed Premises as per Annexure-9.1 of DLA. Interest Free Security Deposit/ Performance Security shall be acceptable in following forms and as per following timelines:

The selected bidder shall deposit minimum of 25% of the Interest Free Security Deposit/Performance Security in the form of DD/PO only within 30 days of issue of LOA.

Remaining 75% of Interest Free Security Deposit/Performance Security can be submitted in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR)/DD/PO at least 07 days before commencement of license fee.

- a) The Interest Free Security Deposit/ Performance Security submitted in the form of Demand/Bank Draft/PO shall be issued from a Scheduled Commercial Bank based in India in favour of "**Gujarat Metro Rail Corporation (GMRC) Limited**" payable at Gandhi Nagar/Ahmedabad (Gujarat).
- b) Irrevocable Bank Guarantee shall be in the prescribed format (Annexure-9.2) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to GMRC, from/with branches located at Gandhi Nagar/ Ahmedabad. The Bank Guarantee shall be valid at least for Nine (9) years and Six (6) months and shall be renewed for suitable period as advised by GMRC on rolling basis before expiry of earlier Bank Guarantee, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and encashed by GMRC without any prior intimation to the Licensee.
- c) In case of allotment/handing over of any new/additional location/stations on the same section over and above the locations listed in Annexure-9.1, Interest Free Security Deposit/Performance Security shall be paid/updated at the final year applicable rate of license fee at the rate 12 months license fee for the new additional location allotted and handed over.

- 6.14 In case of joint venture/Consortium, the Interest Free Security Deposit/Performance

Security shall be submitted in the name of the JV/Consortium. However, splitting of the Interest Free Security Deposit/Performance Security (while ensuring the Interest Free Security Deposit/Performance Security is in the name of JV/Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their percentage stake in joint venture/Consortium is acceptable.

- 6.15 **‘As is where is basis’:** The Licensee shall be licensed with the said Licensed Premises, equipment, installations, fittings and fixtures on ‘as is where is basis’ and the Licensee shall not make any additions or alterations in the Licensed Space, installations including electric installations and wiring without the prior permission of GMRC in writing and when permitted by the GMRC the said additions and alterations shall be carried out by the Licensee at own cost and shall not be entitled for any compensation for any additions/alterations carried out by them in the Licensed Premises and the same shall vest in GMRC. The Licensee shall install their own fixtures and equipment in the said Licensed Premises after duly obtaining all necessary approvals from the licensor, permissions and licenses from the Municipal Corporation, DoT and such other Statutory Authorities at its own cost and expense.
- 6.16 Goods and Service Tax (GST) and surcharge thereon, as applicable from time to time, shall be paid by the Licensee. The property tax applicable, if any, on the property of GMRC shall be borne by GMRC. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall have to be remitted along with the License Fee for onward remittance to the Government/Authority. The Licensee shall indemnify GMRC from any claims that may arise from the statutory authorities in connection with this License.
- 6.17 Payment of stamp duty on License Agreement or any other document to be executed in pursuance of this Bid shall be borne by Licensee.
- 6.18 Stages of Activity:

S. No.	Stage of Activity	Time Period
1	Submission of Interest Free Security Deposit (IFSD) / Performance Security (PS/PBG) to GMRC by the Selected Bidder	25% of the IFSD/PS/PBG to be submitted within 30 days of issue of Letter of Acceptance in form of DD/PO only. Balance 75% of IFSD/PS/PBG can be submitted in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR)/DD/PO at least 07 days before Commencement of license fee.
2	Handing over of stations to Selected Bidder	Within 10 days after deposition of due payments by the bidder in accordance with LOA.
3	Duration of License Period	9 years from commencement of license fee for first lot of stations subject to Lock-in period of 2 years
4	Signing of License Agreement	Within 30 days after handing over of locations
5	Commencement of License Fee	License Fee shall commence immediately after the expiry of fitment period for the concerned handed over station(s) and section(s) or Revenue Operation Date (ROD) whichever is later
6	Payment of First Quarterly License Fee/Advance License Fee by Licensee to GMRC	At least 07 days before commencement of license fee as above in SN 5

7. SUBMISSION OF BIDS BY BIDDERS

- 7.1 No Bidder shall submit more than one Bid for this Bid document. Bidders are required to deposit non-refundable Tender Fees (as specified in Notice Inviting Tender) along with their Bid. The Cost of Tender Document shall be acceptable in the form of Demand Draft/ Banker's cheque in favor of "**Gujarat Metro Rail Corporation (GMRC) Limited**" payable at Gandhinagar/Ahmedabad (Gujarat). The Tender Fees shall be submitted by the specified date and time to I/C GM - Contract, Gujarat Metro Rail Corporation (GMRC)Limited, SPV of Govt of Gujarat and Govt of India, Block-01, First Floor, Karmyogi Bhawan, Behind Nirman Bhavan, Sector-10/A, Gandhi Nagar-382010, Gujarat, India.
- 7.2 The Bid Document and Draft License Agreement are to be taken as mutually explanatory, supplementary to each other and, unless otherwise expressly provided elsewhere in this Bid Document, in the event of any conflict between them, the priority shall be in the following order:
- a). License Agreement
 - b). Bid Document.
- i.e., the License Agreement above shall prevail over Bid Document.
- 7.3 The Bid should be furnished in the format at Annexure - 2 to 15 of Bid/RFP Document, clearly providing the details for fulfilling Eligibility Criteria. The Bid Documents shall be signed by the Bidder's Authorised Signatory.
- 7.4 Bid Security:
- a). Bidders are required to submit Bid Security (as specified in Notice Inviting Bid/Tender) along with its Bid. The Bid Security shall be submitted online and in physical form along with completed tender documents as per details in para 1.3 (b) of the tender document. Bidders who fail to submit the valid Bid Security along with their offer shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period of not less than 240 days (180 + 60) from bid due date.

- b). If the Selected Bidder withdraws/ alters his Bid at any stage, his Bid Security shall be forfeited to GMRC.

7.5 **Bid Variable:** The Bidder shall quote the rate of License Fee of Space per station/month for 6 stations as per Annexure-1.

The Bid shall be submitted by the Bidder in two parts comprising of Technical Bid (Physical & Online submission) and Financial Bid (online submission only). The Technical Bid shall include the details for fulfilling Eligibility Criteria as laid down in this Bid Document and Technical solution with Details of equipment, Antenna and cables etc. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this Bid Document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same due date as mentioned in the Bid Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with its Bid an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors.

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

- a) Bid Security along with details of bid section(s)/schedule(s)/station(s).
- b) Documents as per Eligibility Criterion: Copy of IP-1 authorization certificate issued from DOT, GOI; Documentary evidence authenticating its proof of experience Like experience certificate from the Employer which the bidder has claimed in respect of eligibility criteria.
- c) Documentary evidence authenticating its MOU/LOI/Contract agreement etc. with at least two Mobile Telecom Operators in the area.
- d) Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account, Balance Sheet, Annual Report, etc. of last 3 years,
- e) Annexure-2, Annexure-3, Annexure-10, Annexure-11, Annexure-13 & Annexure-14: On official letter head of company duly signed and stamped on each page by authorized representative as unconditional acceptance of terms and conditions given thereof.
- f) Annexure-4 and Annexure-5.
- g) In case of JV/Consortium, Annexure-6, Annexure-7 and Annexure-8.
- h) Self-attested copies of the PAN Card and Goods & Service Tax Registration Certificate (of lead member in case of JV/Consortium).
- i) Attested copies of Memorandum and Articles of Association in case of

companies or bodies corporate and copy of partnership deed in case of the Partnership Firm.

- j) Copy of complete Request for Proposal (RFP)/Bid Document including Draft License Agreement (Annexure-9) and addenda/corrigenda (if any) duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.

7.7 **Financial Bid:** The Bidder shall quote the Bid Variable as rate of "License Fee of Space per station/month" for Six (6) stations in the **Financial Bid Form / Bill of Quantity (BOQ) form (Annexure – 14)** available in the document. Bidders are advised to read carefully "Evaluation of Bids" section of this Bid/RFP Document before quoting Bid Variable. The License Fee of Space quoted by Bidder, as per RFP, shall be for 2G/3G/4G/5G and future up-gradation during the tenure of License Agreement. However, infrastructure and repeaters/equipment to be installed by the bidder shall be 5G ready, in a way that for up-gradation to 5G, no additional cable laying and no additional attenuators, couplers etc. which require work in Tunnel or Stations public area shall be permitted. Bidder is required to confirm this through an undertaking at the time of bid submission. Not meeting this condition by the contractor shall be treated as material breach of contract condition and shall be treated accordingly.

7.8 The documents including this Bid Document and all attached documents, provided by GMRC shall remain or become the properties of GMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and GMRC shall not return to the Bidders any Bid, document or any information provided along therewith.

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

- 7.10 **Site visit and verification of information:** Bidders are encouraged to submit their respective Bids after visiting GMRC premises and ascertaining themselves with the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for provision of placement of equipment, access to station / site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- 7.11 **Pre-Bid Conference:** - The date and time for online Pre-Bid conference of the Bidders has been notified in Notice Inviting Bid/Tender. During course of Pre-Bid conference, the participants may seek clarification and put suggestions for considerations. GMRC shall endeavor to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by GMRC. GMRC's point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant.
- 7.12 It shall be deemed that by submitting a Bid, the Bidder has:
- a) Made a complete and careful examination of the bid documents.
 - b) Received all relevant information from GMRC.
 - c) Accepted the risk of inadequacy, error or mistake in the information provided in the bid documents or furnished by or on behalf of GMRC relating to any of the matters referred to in RFP document.
 - d) Satisfied themselves about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the License Agreement in accordance with the bidding documents and performance of all of their obligations thereunder.
 - e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. From GMRC, or a ground for termination of the License Agreement by the Licensee.
 - f) Acknowledged that they do not have a Conflict of Interest; and

g) Agreed to be bound by the undertakings provided by them under and in terms hereof.

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

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

7.15 **Amendment of Bid Document/RFP-**

- a) At any time prior to the Bid Due Date, GMRC may, for any reason, modify the Bid Document by the issuance of Addenda / Corrigenda.
- b) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, GMRC may, in its sole discretion, extend the Bid Due Date.
- c) The Bidders are requested to get in touch with website of GMRC for all updates on the Bid Document such as addendums, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.

7.16 Preparation and Submission of Bids

- a) **Format and Signing of Bid:** The Bidder shall provide all the information sought under this Bid Document as per the format.
- b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The bidder can also sign the document through Class 3 Digital Signature Certificate (DSC).
- c) The Bidder shall have to submit the Tender Fees, Tender Security, Technical

Bid (Physical & Online Submission) and Financial Bid (Online only) as required in the tender document.

- d) The tender fees can be accepted in the form of Demand Draft /Banker's cheque on a Scheduled Commercial Bank based in India and should be in favour of "Gujarat Metro Rail Corporation (GMRC) Ltd" payable at Gandhinagar/Ahmedabad.
- e) The tender security can be accepted in in one of the following forms, "Original' is to be submitted in the office of I/C GM - Contract, GMRC within due date and time of submission as mentioned in clause 1.3.
 - Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in Annexure-11
 - Demand Draft / Pay Order / Bank Draft in favour of "Gujarat Metro Rail Corporation (GMRC) Ltd" payable at Gandhinagar/Ahmedabad from a Scheduled Commercial bank based in India,
 - Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favour of "Gujarat Metro Rail Corporation (GMRC) Ltd"

In case of JV/Consortium the bid security shall be either in the name of JV/Consortium or in the name of any of the constituent substantial member. In case the Bank Guarantee / FDR is submitted in the name of any of the constituent substantial member then, the bidder shall also submit undertaking as per Annexure-11A of ITT. The Tender Security shall remain valid for a period of 60 days beyond the tender validity period (i.e. $180+60=240$ days) from the last date of submission of tender and with a provision that it shall be suitably extended on the request of GMRC. The tender security shall be submitted in a sealed envelope clearly marked on top "Tender Security for GMRC/S&T/IBS/SURAT/PH-1/2026".

Note: The payment of the tender fees/security is acceptable from bidder's account only. However, in case of JV/Consortium, the tender fees/security can be either paid from JV/Consortium account or one of the constituent member of JV/Consortium.

- f) The Bidder has to produce the original documents as and when required by GMRC. The failure of the Bidder to furnish the said original documents will entail summarily rejection of their Bid.
- g) In case of any correction/addition/alteration/omission in the Bid/RFP Document, as made available by GMRC, observed at any stage, the Bid shall be treated as non-responsive and shall be rejected out-rightly.

- h) The bidder shall submit their tender in form of two bids (1) Technical Bid in Physical & Online form and (2) Financial Package through Online. Financial Package is not to be submitted in the physical form and it needs to be submitted online through <https://tender.nprocure.com>.

The bidder to ensure that submission of Technical Bid is to be made online & in Physical form. There shall not be any change to technical bid submitted Online & Physical. In case of any discrepancy in submission of Technical Bid between physical and online form, the Technical Bid submitted online will prevail and will be considered for evaluation.

The tenderer shall submit their Technical Bid in three separate sealed envelopes, marked as Envelope - 1, Envelope - 2 and Envelope - 3 duly labelled viz., Envelope - 1 comprising of “Tender Fees and Tender Security”, Envelope - 2 comprising of original and copy of “Qualification cum Technical Package” along with the scanned copy of Qualification cum Technical Package to be submitted on <https://tender.nprocure.com> portal, and Envelope-3 comprising of “Signed and Stamped Tender Document and Addenda/ Clarifications (if any)” as per format given in the Tender before date and time of submission of tender mentioned in NIT.

These three envelopes will be wrapped in an outer envelope addressed to designated officer, duly super scribing on top the Tender Notice No., Tender No., name of the work, time and date of tender opening. The envelope should also bear the name and address of the Tenderer.

7.17 Late Tenders

- a) Tenders have to be submitted in the office of **I/C - General Manager-Contract**, Gujarat Metro Rail Corporation (GMRC) Limited, SPV of Govt of Gujarat and Govt of India, Block-01, First Floor, Karmyogi Bhawan, Behind Nirman Bhavan, Sector-10/A, Gandhi Nagar-382010, Gujarat, India. It shall be the responsibility of the bidder/tenderer to ensure that his tender reaches the designated office before the deadline for submission.
- b) Tenders received after due date and time of submission shall not be accepted.
- c) GMRC will not be responsible for delay, loss or non-receipt of tender documents sent by post/courier.
- d) GMRC shall not be responsible for tenders delivered to any other place/person in GMRC (like DAK section etc.) other than the designated officer and does not reach the designated officer before the deadline for submission.

- 7.18 Tenders shall not be modified or withdrawn by the bidder after the date of submission. Withdrawal of tender during the interval between date of tender submission and expiration of the Tender Validity Period would result in forfeiture of the EMD.
- 7.19 Notwithstanding anything contained in this Bid document, GMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons, therefore.
- 7.20 **Confidentiality:** Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising GMRC in relation to or matters arising out of or concerning the Bidding Process. GMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. GMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or GMRC or as may be required by law or in connection with any legal process.

8. EVALUATION OF BIDS

8.1 Bid Opening:

Bids shall be opened by the tender opening committee of GMRC on due date and time of tender opening. The Tender Fees and Tender Security will be checked, and details will be read out for the information of the representatives of Bidders.

Technical Bids of those bidders who have not submitted Tender Fees and Tender Security shall not be opened. Tender which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non-complaint and shall be rejected. The technical bids of all the bidders shall be opened in the presence of Bidders or their representatives who choose to attend on date & time as mentioned in Tender document.

If such nominated date for opening of tender is subsequently declared as a public holiday by GMRC, the next official working day shall be deemed as the date of opening of technical bids. The tender of any bidder who has not complied with one or more of the foregoing instructions may not be considered.

The details will be read out for the information of representative of the bidders, present at the time of opening of tender. On opening of tender, it will be checked if they contain Tender Fees, Tender Security, Technical Bid (Physical & Online) & Financial Bids (Online only). Technical Bids of the bidders who have not submitted online financial bids shall not be opened and if opened, will not be evaluated.

GMRC shall prepare a record of opening of the technical & financial bids, which shall include, the name of bidder & whether there is withdrawal, substitution or modification, alternative proposals & presence or absence of a bid security.

The bidder's representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record.

The bidder's name, details of the bid security and such other details as GMRC or his authorized representative, at their discretion, may consider appropriate will be announced at the time of tender opening.

Financial bids of only those bidders will be opened whose submissions are found substantially responsive and technically complaint. The time of opening of financial bids shall be informed separately to only the tenderers who have qualified during

the technical evaluation stages and bidder(s) can be present to witness opening of financial bids.

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

8.3 Selection of Bidder who qualifies the Eligibility Criteria:

- a) The technically eligible Bidder, who quotes the total highest rate of monthly License Fee for the Six (6) stations as per Annexure-1 in the **financial bid form (i.e. Appendix – 15, to be submitted online)**, shall be treated as the highest bidder for that Schedule. The Bid of only technically eligible highest Bidder shall be considered for further evaluation of Bid by GMRC.
- b) After selection, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by GMRC to the Selected Bidder(s) and the Selected Bidder(s) shall, within 07 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in token of acceptance and acknowledgement of LOA. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, GMRC may, unless it consents to extension of time for submission thereof, will take action as per Annexure-11.
- c) Selected Bidder shall be required to submit required 25% of Interest Free Security Deposit/ Performance Security within thirty days (30) of issue of LOA without consideration of any interest and up to 45 days with 3% flat interest on balance unpaid amount remaining after 30 days. If the Selected Bidder fails to submit 25% of Interest Free Security Deposit / Performance Security within 30 days of the issue of LOA, unless extended by GMRC at its sole discretion or deposit the required dues as mentioned in LOA along with interest (if any) maximum within 45 days of issue of LOA, the LOA shall stand cancelled, and amount of Bid Security shall be forfeited by GMRC. The Selected Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account. The selected Bidder is required to submit balance installment (75%) of Interest Free Security Deposit/ Performance Security at least seven (7) days before commencement of license fee. Any request of successful Bidders for seeking any clarification/approval/document from GMRC shall be considered only after submission of requisite Interest Free Security Deposit/Performance Security. In case, the bidder fails to submit required amount of balance Interest Free Security Deposit/Performance Security within due date of balance IFSD as state above,

penal surcharge payable to GMRC shall be @ 3% flat on the balance IFSD till 15 days after due date.

After 15 days of due date of submission of balance IFSD, if Bidder fails to comply with LOA conditions and does not deposit submit balance installment amount (75%) of Interest Free Security Deposit/ Performance Security (IFSD/PS/PBG), the agreement may stand cancelled and 25% IFSD Money submitted may be forfeited. No further request for extension in submitting of Interest Free Security Deposit/ Performance Security shall be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

- d) The Licensed Premises shall be handed over to Selected Bidder within 10 (ten) days of receipt of full payment as per the LOA issued and accepted.
- e) Selected Bidder shall be required to pay advance License Fee for 1st quarter ("Advance License Fee") at least 07 days before commencement of License Fee.
- f) After acknowledgement of the LOA and payment of dues in accordance with LOA, the Selected Bidder shall execute the License Agreement within 30 days of handing over of the spaces. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

9. MISCELLANEOUS

- 9.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhi Nagar/ Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Even in such cases where GMRC asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.
- 9.2 During License Period, all disputes between the Selected Bidder and GMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement (para 21 of Annexure-9) after signing the License Agreement.
- 9.3 GMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
 - b) Consult with any Bidder in order to receive clarification or further information.
 - c) Retain any information and/ or evidence submitted to GMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 9.4 It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Annexure-1: Details of Location

S/n	Section Name	Station Sr. No.	Metro Station	Tunnel Section		Tunnel Length (In Mtrs)	Tentative ROD
				From	To		
1	Chowk Bazar Metro Station to Kapodra Metro Station	1	Chowk Bazar Metro Station	Ramp and Cut & Cover (Including)	Chowk Bazar Metro Station (Including)	378.54 + 200	
		2	Maskati Hospital Metro Station	Chowk Bazar Metro Station (Excluding)	Maskati Hospital Metro Station (Including)	1666.86 + 190	
		3	Surat Railway Metro Station	Maskati Hospital Metro Station (Excluding)	Surat Railway Metro Station (Including)	1061.30 + 190	
		4	Central Warehouse Metro Station	Surat Railway Metro Station (Excluding)	Central Warehouse Metro Station (Including)	388.67 + 190	
		5	Labheshwar Chowk Metro Station	Central Warehouse Metro Station (Excluding)	Labheshwar Chowk Metro Station (Including)	648.12 + 208	
		6	Kapodra Metro Station	Labheshwar Chowk Metro Station (Excluding)	Kapodra Metro Station (Including)	1452.05 + 190	
			Ramp	Kapodra Metro Station (Excluding)	Ramp and Cut & Cover (Including)	396.89	
			6 Nos. of Stations	Total	5992.43m x 2 = 11984.86m (Tunnel Length) + 1168m (Station Box)		

Annexure-2: Letter Comprising the Bid

(On Official letterhead of the Bidder)

No:

Dated:

To,
I/C - GM- Contract,
Gujarat Metro Rail Corporation (GMRC)
Limited, Block-1, First Floor, Karmyogi
Bhavan, Sector-10/A, Gandhi Nagar-
382010, Gujarat, India

Sub: Bid for licensing space in GMRC network for use by Licensee for Placement and Operation of Telecommunication Equipment for Providing Mobile (Cellular) Network (2G/3G/4G/5G) by in Tunnel and Underground Station/Section.

Dear Sir,

With reference to your Bid/RFP Document Number -----, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for *Licensing space in GMRC network for Placement and Operation of Telecommunication Equipment for Providing Shared Mobile (Cellular) Network (2G/3G/4G/5G) in Tunnel and Underground Station/Section at selected Gujarat Metro stations/sections*. The Bid is unconditional and unqualified.

1. I/ We acknowledge that GMRC shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to GMRC any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of GMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum / Corrigendum, if any, issued by GMRC; and
 - (b) I/ We do not have any conflict of interest in accordance with provisions of the RFP document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with GMRC; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the RFP document.
6. I/ We acknowledge and undertake that I/We fulfil the Eligibility Criteria. I/We have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed in RFP document.
7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GMRC in connection with the selection of the

- Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned subject License and the terms and implementation thereof.
8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
9. I/ We have studied all the Bidding Documents carefully and also surveyed the GMRC stations. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by GMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License.
10. I/ We offer Bid Security to GMRC in accordance with the RFP Document. The documents accompanying the Bid, as specified in RFP, have been submitted in a separate envelope.
11. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the license as mentioned in above subject is not awarded to me/us or our Bid is not opened or rejected.
12. The Financial Offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft License Agreement (Annexure-9), addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
13. I/ We agree and undertake to abide by all the terms and conditions of the Bid Document.
14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License Period in accordance with the Agreement.
15. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
16. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith. .
17. I / We declare that the submitted Bid Documents are same as purchased from GMRC Office. I / We have not made any modification / corrections / additions etc. in the Bid Documents. I / We have checked that no page is missing, and all pages are legible and indelible. I / We have properly bound the Bid Documents. In case at any stage, it is found that there is any difference in the submitted Bid Documents from the original Bid Documents purchased from GMRC, GMRC shall have the absolute right to reject my/ our bid or terminate the License Agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

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

Yours

(Signature, name and Designation of
Authorised signatory)

Name and seal of Bidder

Date:

Place:

Annexure-3: Tender Acceptance Letter

(To be given on Company LetterHead)

Date:

To,
I/C GM- Contract,
Gujarat Metro Rail Corporation (GMRC)
Limited, Block-1, First Floor, Karmyogi
Bhavan, Sector-10/A, Gandhi Nagar-
382010, Gujarat, India

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/RFP: _____

Dear Sir,

- 1) I / We have downloaded the tender document(s) for the above mentioned 'Tender/Work' as per your advertisement.
- 2) I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3) The corrigendum(s) or addendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
- 4) I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5) I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 6) I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official
Seal)

Annexure-4: Details of Bidder

1.
 - (a) Name :
 - (b) Country of incorporation :
 - (c) Address of the corporate headquarters :
 - (d) Address of registered office in India :
(in case of foreign Companies)
 - (e) GSTIN No. :
 - (f) PAN No. :
 - (g) Bank Details :
(Account No., IFS Code & MICR No.)
2. Details of individual(s) who shall serve as the point of contact/ communication for GMRC within the Company:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) Fax Number :
 - (g) E-Mail Address :
3. In case of JV/ Consortium:
 - a. The information above (1 & 2) shall be provided for all the members of the JV.
 - b. Information regarding role of each member :

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

Signed (Name of the Authorised Signatory)

For and on behalf of (Name of the Bidder) Designation

Place:

Date:

Annexure-5: Power of Attorney of Bidder

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

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

For

Accepted (signature)

(Name, Title and Address) of the Attorney

Note: -

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

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

Annexure-6: Consortium Agreement/Memorandum of Understanding

[On non-judicial stamp paper of appropriate value to be purchased in the name of the executants]

This Consortium Agreement/Memorandum of Agreement is executed at Gandhi Nagar on this __ day of __, 20__.

BETWEEN

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 2013 and having Corporate Identification Number _____ and its Registered Office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'Lead Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

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

AND

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

Whereas Gujarat Metro Rail Corporation Limited (hereinafter referred to as 'GMRC') has invited Bids for the Licensing of _____ ("Project") in terms of the Bid Documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by GMRC for participating in the bid by the Consortium for which the Bid has been floated by GMRC.

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

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

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the Licensed Premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of _____ in terms of the Bid invited by Gujarat Metro Rail Corporation Ltd., (GMRC).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by GMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid license, in case the Consortium turns out to be the successful Bidder in the bid being invited by GMRC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the bid for _____ the said Bid process for executing the Project.

4. That the Consortium have agreed to nominate _____ as the Lead Member who shall be authorized to represent the Consortium for all intents and purposes for dealing with the GMRC or its representatives and for submitting the Bid as well as doing all other acts and things necessary for submission of Bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose which shall be legally binding on all the members of the Consortium who shall be jointly and severally responsible for the performance and obligations in relation to the bid submitted to GMRC and execution of the Project.
5. The Consortium further authorizes the Lead Member to represent the Consortium for all correspondence and communications with the GMRC and any notice or communication served upon the Lead Member shall be deemed to be notice or communication to the Consortium.
6. That the share-holding of the members of the Consortium for this specified purpose shall be as follows:
 - (i) The Lead Member shall have _____ per cent (%) of share-holding with reference to the Consortium for the specified Project.
 - (ii) The Participant Member shall have _____ (%) of share-holding with reference to the Consortium for the specified Project. That in case to meet the requirements of Bid Documents or any other stipulations of GMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said Project.
8. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified Project.
9. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation execution of the Project if awarded to the Consortium in the Memorandum & Articles of Association of the Consortium to be got incorporated by the members of the Consortium to meet the requirements and stipulations of GMRC.

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

1. (_____)	2. (_____)	3. (_____)
Authorized Signatory	Authorized Signatory	Authorized Signatory
(_____)	(_____)	(_____)
For (Name of company)	For (Name of company)	For (Name of company)

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

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

Annexure-7: Affidavit

(Duly notarised)

(To be given separately by each consortium member of the Bidder on Stamp Paper of appropriate value)

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

- 1.0. I say that I am the authorised signatory of(insert name of company/consortium member)
 (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of
 Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the
 bidder/consortium member.
- 2.0. I say that I have submitted information with respect to our eligibility for Gujarat Metro Rail Corporation 's
 (hereinafter referred to as "GMRC") Request For Proposal ('RFP') for licensing of
 _____ and I further state that all the said
 information submitted by us is accurate, true and correct and is based on our records available with us.
- 3.0. I say that, we hereby also authorise and request any bank, authority, person or firm to furnish any information,
 which may be requested by GMRC to verify our credentials/information provided by us under this Bid and
 as may be deemed necessary by GMRC.
- 4.0. I say that if any point of time including the License Period, in case GMRC requests any further/additional
 information regarding our financial and/or technical capabilities, or any other relevant information, we shall
 promptly and immediately make available such information accurately and correctly to the satisfaction of
 GMRC.
- 5.0. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us
 in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and
 risks for such disqualification shall be entirely borne by us.
- 6.0. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly
 complied with.

DEPONENT

VERIFICATION:-

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

Verified at, on thisDay of.....,20 ..

DEPONENT

Annexure-8: Undertaking for Responsibility

(On appropriate value stamp paper duly notarized)

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

.....:-

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

(Authorised / CEO of all _____ consortium members to sign on undertaking with witness

signatures)

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

Witness 1.

2.

Annexure-9: DRAFT LICENSE AGREEMENT

(License Agreement No.....)

THIS AGREEMENT entered into at Gandhi Nagar/ Ahmedabad on this the _____ day of _____ 20 ,

BETWEEN

Gujarat Metro Rail Corporation Limited (GMRC) incorporated under the companies act, 1956 having its registered office at Block-1, First Floor, Karmyogi Bhavan, Sector-10/A, Gandhi Nagar-382010, Gujarat, India, (hereinafter referred to as the '**Licensor**' or "**GMRC**" which expression shall unless repugnant to the context mean and include it's successors and assigns) of the **First Party**

AND

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

WHEREAS

- a) GMRC is engaged in the business of constructing, operating & maintaining Mass Rapid Transport Network in Gandhi Nagar/Ahmedabad. GMRC, with a view to augment its non-operating revenue, had invited Bids (E- Tender) from the eligible parties for Placement and Operation of Telecommunication Equipment for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) ("**Permitted Activity**") in the premises, tunnel and underground Station(s) i.e. Chowk Bazar, Maskati Hospital, Surat Railway Station, Central Warehouse, Labheshwar Chowk and Kapodra of North-South Corridor of Gujarat Metro Rail Phase-I Surat Network (hereinafter referred to as "**Licensed Premises**")
- b) Pursuant to evaluation of the bids received, GMRC has accepted the bid of M/s _____ for Schedule _____ and has issued M/s _____ a Letter of Acceptance bearing No. _____ dated _____ ('**LOA**'), requiring *inter alia*, the execution of this License Agreement.
- c) The Licensee shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligations to enter into the License Agreement, pursuant to the LOA for undertaking the License.
- d) Based on Terms and Conditions of RFP/Bid Document and after due inspection and verification of the building and Licensed Premises and understanding all the Terms and Conditions of this Agreement and other documents relating to the competency and all other relevant records, the Licensee is satisfied in all respects with regards to the right and authority of the Licensor to enter into this Agreement.
- e) Accordingly, GMRC has agreed to provide to the Licensee the Licensed Premises for undertaking the above-mentioned Project and, on /as per the terms and conditions contained in this License Agreement.
- f) The Licensee has represented that they have obtained requisite permissions and authority as per applicable law to undertake the above Project at the Licensed Premises. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the Licensed Premises by placement and operation of telecom equipment for IBS for providing shared Mobile Coverage as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by GMRC with regard to operational feasibility, aesthetics, and safety & security concerns.
- g) GMRC has accordingly agreed to provide the Licensed Premises on license basis to the Licensee for carrying out the above-mentioned Project on the terms and conditions contained in this Agreement. Each individually shall be known as a "**Party**" hereto, and collectively the "**Parties**".

**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 and be read and construed as part of this agreement, namely:
- I. Letter of Acceptance issued vide No. dated.....
 - II. Bid Document, its Addendums & Corrigendum.
 - III. Any other document forming part of the Bidding Process.
- B. The Licensee hereby covenants as follows: -
- I. Licensee hereby assumes responsibility for placement and operation of Telecommunication equipment for In Building Solution (IBS) for providing shared mobile coverage (2G/3G/4G/5G)-permitted activity at GMRC stations as detailed at Annexure-9.1. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the IBS-Telecommunication equipment inside stations as specified in this Agreement at their own cost. All the locations and designs/plans proposed by the Licensee are subject to approval by GMRC with regard to operational feasibility, aesthetics and safety & security concerns.
 - II. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from GMRC in this regard.
 - III. The Licensee confirms having examined the potential locations at Selected Metro Stations in detail and fully understands and comprehends the technical requirements of the spaces for placement and operation of the telecom equipment for IBS for providing shared mobile coverage. The Licensee also confirms full satisfaction as to the business viability of licensing the premises at 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 whatsoever 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 GMRC under this License Agreement.
 - IV. Licensee shall also adhere to-
 - a) Procedure of GMRC regarding release of electric supply and specification of materials to be used for electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure- 9.6.
 - b) Fire retardant Material for renovation/ refurbish of premises as per Specification at Annexure-9.4
 - V. That GMRC and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

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(.....)
FOR AND ON BEHALF OF
GUJARAT METRO RAIL CORPORATION LTD.

Authorized Signatory.
FOR AND ON BEHALF OF LICENSEE
M/s.....

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

GMRC

LICENSEE

1. Definitions-

- 1.1. **"Agreement"** means this License Agreement executed between GMRC and Selected Bidder and includes the LOA, Bid Document, any amendments, annexures and any other document forming part of the Bidding Process hereto made in accordance with the provisions hereof.
- 1.2. **"Applicable Laws"** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time and applicable to this License Agreement. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- 1.3. **"Applicable Permits"** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws, in connection with the Permitted Activity and the Licensed Premises during the subsistence of this Agreement.
- 1.4. **"Bid"** means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by GMRC to the Bidders, the Bid submitted by the successful Bidder (Licensee) in response to the Tender Notice in accordance with the provisions thereof. The words "Bid" and "Tender" are used synonymously.
- 1.5. **"Bid Security"** means the refundable amount to be submitted by the Bidder along with RFP documents to GMRC
- 1.6. **"Commencement Date"** means the date of handing over of first lot of stations or date of deemed handing over whichever is earlier of stations for installation of Telecommunication Equipment.
- 1.7. **"Damages"** shall mean any claim of GMRC against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which GMRC shall be entitled to claim and adjust the Performance Security.
- 1.8. **"GMRC"** means Gujarat Metro Rail Corporation (GMRC)Limited.
- 1.9. **"Fit-out Period" or "Fitment Period"** means the period starting from the date of handing over of the Licensed Premises for carrying out fit out activities in order to operationalize the Licensed Spaces.
- 1.10. **"Interest Free Security Deposit/Performance Security"** means interest free amount/BG to be deposited by the Licensee with GMRC as per terms and conditions of License Agreement as a guarantee against the performance of the License Agreement.
- 1.11. **"License"** means the grant of License by GMRC to the Licensee to utilize the Licensed Premises under terms and conditions of this Bid Document.
- 1.12. **"Licensee"** means the Selected Bidder, who has executed the License Agreement with GMRC pursuant to the conclusion of the bidding process.
- 1.13. **"License Fee"** means the amount payable by the Licensee to GMRC against licensing of space as per terms and conditions of the License Agreement along with other payable charges and any kind of Central or State Taxes, local levies, statutory dues, etc. as per prevalent law.
- 1.14. **"License Period"** means a period of Nine (9) years starting from the commencement date as specified in Bid Document.

2. Objective and Scope:

2.1 Objectives of Bid Document:

- a). Licensing of space for In-Building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in following tunnel section and underground station(s): Chowk Bazar, Maskati Hospital, Surat Railway Station, Central Warehouse, Labheshwar Chowk and Kapodra of North-South Corridor of Gujarat Metro Rail Phase-I Surat Network as per terms and conditions of this Bid Document.
- b). To provide seamless/uninterrupted mobile coverage (2G/3G/4G/5G) in selected tunnel and underground station/section of GMRC.
- c). To augment non-operational revenue of GMRC through Licensing of Space.

2.2 Scope:

- a). The Selected Bidder(s), shall be licensed with spaces, for Placement and Operation of Telecommunication Equipment for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in tunnel section(s) and underground station(s): Chowk Bazar, Maskati Hospital, Surat Railway Station, Central Warehouse, Labheshwar Chowk and Kapodra of North-South Corridor of Gujarat Metro Rail Phase-I Surat Network as per terms and conditions of this Bid Document, hereinafter referred to as “**Permitted Activity**”, subject to the terms and conditions specified in the Bid Document/Draft License Agreement and the guidelines stipulated herein in relation to the Permitted Activity
- b). The intention is to provide mobile services of various operators for commuters’ facilitation. No other services which are beyond the scope of this tender like Wi-Fi etc. shall be permitted.
- c). The IBS as a concept shall be offered by a single infrastructure provider whereby with a single common infrastructure all existing and upcoming mobile operators can serve their customers in an easy and efficient manner. The said entity shall offer shared In-Building Solutions for various types of telecom operators such as GSM/CDMA/VoLTE Technologies.
- d). The Selected Bidder shall be required to set up and manage the common shared IBS at the Licensed Premises. The Selected Bidder shall in turn provide the services of IBS to various telecom operators and other agencies that require the same in tunnel and underground station of the section by charging them appropriate licensee fee. The Selected Bidder in turn shall pay monthly License Fee and other charges along with applicable taxes, quarterly in advance, to GMRC.
- e). The Licensee has the option to appoint maximum three (3) telecom operators to carry out the Permitted Activity within the Licensed Premises. The Licensee shall ensure that any agreement or understanding executed between the Licensee and other telecom operators shall strictly adhere to compliances of License Agreement executed between GMRC and Licensee.
- f). The IBS provided by Selected Bidder shall:
 - i. Include all cellular standards such as GSM, CDMA, W-CDMA, and LTE/VOLTE. etc.
 - ii. The IBS coverage shall be provided through distributed antenna system and it shall be left to the Selected Bidder to decide on the technology solution fitted best to meet the coverage criteria keeping in view of the building profile and ground realities for mobile operators considering the commercial outflow to be paid by the mobile operators.
 - iii. The License Fee of Space quoted by Bidder, as per RFP, shall be for 2G/3G/4G/5G and future up-gradation during the tenure of License Agreement. However, infrastructure and repeaters/equipment to be installed by the bidder shall be 5G ready, in a way that for up-

gradation to 5G, no additional cable laying and no additional attenuators, couplers etc. which require work in Tunnel or Stations public area shall be permitted. Bidder is required to confirm this through an undertaking at the time of bid submission. Not meeting this condition by the contractor shall be treated as material breach of contract condition and shall be treated accordingly.

- iv. No repeater equipment shall generally be installed in tunnels. Nevertheless, if it is unavoidable then repeaters can be allowed adhering to the schedule of dimensions. Power for the same has to be extended by the Licensee from licensed room. Any co-axial cable, power cable etc. has to meet the FRLSZH (Fire Retardant Low Smoke Zero Halogen) criteria for underground environment and has to be provided by the licensee along with associated equipment for receiving signals of mobile service providers. In this regard, certificates and test reports of the manufacturer are to be submitted to GMRC. Further, Licensee can use 2 locations at concourse and 1 at each platform to use active components. The installation has to be inside the false ceiling and aesthetics is to be maintained. Location of such installation is to be approved by GMRC. Use of this active equipment is limited to the scope of this Agreement and they cannot be used for any other purpose such as Wi-Fi, etc.

- g) Maximum three operators shall be allowed as per this Bid Document to carry out the Permitted Activity. The Licensee shall obtain prior permission from GMRC to include/exclude any service provider in the IBS. Inclusion of additional telecom operator, above limit of 3 (three), shall increase the License Fee by 20% for each new telecom operator. The Licensee shall endeavour to have tie-ups with all mobile service providers of Surat zone for the authority to receive their signals and propagate them. However, tie-up with at least two (2) mobile service providers shall be mandatory. However, tie-up with at least two (2) mobile service providers shall be mandatory at the time of bid submission. Documentary proof like MOU, Contract-Agreement etc. shall be submitted along with bid document. Non-provisioning of mobile signals, as above, shall be treated as Material Breach of Contract/Event of Default on the part of Licensee. Licensee shall attain minimum Three (3) Mobile Service Providers within Twelve (12) Months of commencement of Revenue Operating Date (ROD) or commencement of License fee, whichever is later, otherwise a penalty of Rs. 5,000 per month per station shall be levied. If the Licensee fails to attain minimum three mobile service providers even after 24 months of Revenue Operating Date (ROD) or commencement of License fee, whichever is later, then the penalty shall be increased to Rs. 10,000 per month per station throughout the contract period or propagation of signals in the licensed premises by third mobile operator, whichever is earlier.

Further, the agreement between Licensee and the operators shall cease in case of termination of License Agreement entered between Licensee and GMRC. In case licensee fails to comply to the provision of tie ups with three (3) mobile operators as described above, GMRC reserves the right to ask individual/group of mobile operators to propagate their signals in licensed premises over the same infrastructure provided by the Licensee.

- h) Some of the stations of the licensed sections may be under management of GMRC Project Wing as these stations are under construction. The access to such section/station and the rooms shall be provided to Licensee at least thirty (30) days before Revenue Operation Date ("ROD") of these stations. GMRC shall issue a Possession Letter for taking over the possession of location within ten days of the issuance of Letter of Possession. The ROD provided is tentative as it depends on sanction of section by CMRS. The final ROD shall be decided only after clearance by CMRS.
- i) Licensee has to install all necessary cables (of FRLSZH type only), LCX & OFC in tunnel, cables and fixing of antenna in station and associated equipment for amplification of the signals in all areas of the underground stations and the approach ramp of the tunnel at its own cost, so as to provide seamless connectivity to the commuters travelling in the tunnels and underground

station(s) of the Section. Cable trays and cable hangers for this purpose will be provided by GMRC against payment of one time capital cost and monthly fee. In case of separate cabling for CDMA and GSM network, the charges for the clamps shall be applicable for 2 cables. Licensee shall at their own cost and risk prepare/install cable tray and clamps etc. after obtaining GMRC approval where such provision is not available. No claim or compensation on this account shall be entertained. General specification of the cables shall be as per Annexure-9.5. In addition 4 (four) random samples from each type of cables are required to be tested for conformance of the specifications related to fire and smoke in Govt. lab and cost of such testing to be borne by the Licensee. Oversheath of the LCX cable shall be an extruded layer of anti-corrosion, reduced flame propagation, low smoke zero halogen compound complying with the fire performance requirement as per Annexure-9.5 Factory Acceptance Test (FAT) report of the cables to be submitted to GMRC for review of the above parameters.

- j). The Licensee is permitted to take fibre from out-side station to GSM/CDMA room at their own cost and meeting the requirement of cable specifications for Underground Section. The fibre cable is to be used solely for carrying traffic for mobile coverage of GMRC. No other data of whatever type shall be permitted on this fibre cable.
- k). The Licensed Space shall be utilised only by the Licensee or his associates/permitted operators as per Terms and Conditions of RFP/Bid Document (Draft License Agreement at Annexure- 9). In this regard, the Licensee shall obtain prior written permission for operators to operate at a particular site from GMRC. If at any stage during License Period, it is found that the total operator at any location is more than permissible limit, license fee shall be charged at double the rate of license fee applicable for single operator at that location on pro-rata basis from the date of handing over of the location and all utility services shall remain disconnected till the extra operators vacate the Licensed Premises.
- l). The sites shall exclusively belong to the GMRC, without creating any right, title or interest of whatsoever nature in the said Licensed Premises in favour of the Licensee.
- m). Licensee shall ensure regular interaction and provide all necessary logistic support to the mobile operators so that they can provide un-interrupted mobile coverage in all underground areas.
- n). The Licensee shall ensure compliance with permissible radiation limits for mobile towers/antennas as laid down by Municipal Corporation / State Government / Department of Telecommunications, etc. from time to time. The service provider/integrator should confirm to smooth voice communication in the vicinity of towers. A joint checking of the coverage with representative of the licensee, PD, S&T and operations shall be conducted half-yearly and in case of any shortfall, a token penalty of Rs. 5,000/- will be levied on the Licensee.
- o). The Selected Bidder shall be responsible for obtaining necessary permissions from Department of Telecommunications (DoT) and comply with all the guidelines issued by DoT from time to time and applicable law for undertaking the Permitted Activity in the Licensed Premises. Any law/instruction issued by Local Authority, in this regard, shall also be adhered to.
- p). The Selected Bidder shall first utilize the telecommunication infrastructure of GMRC on commercial terms wherever technically feasible before considering alternate facilities.
- q). To power up repeater inside tunnel, Licensee has to make up his own arrangements from licensed rooms.
- r). Licensee shall interface with Civil/Electrical/Signal & Telecom etc during execution of work. Licensee shall also attend progress review meeting held at site offices on regular basis.
- s). After completion of work as built drawings shall be submitted to GMRC.

2.3 Licensee shall be responsible for the following activities:

- a) The Licensee shall ensure that passengers using metro train services will get uninterrupted mobile coverage without any interruption in underground section as described in Scope of this document. It requires that the Radio system shall have an overall availability of better than 99.95%. The signal level should be such that the uplink and down link audio quality level under such conditions should be good. The minimum signal level which is sufficient for successful radio calls must be available in all coverage areas including inside the moving (50 kmph) train compartment. It shall be available in 95% of total area and in worst case not more than 50 meter of continuous stretch in stations and in tunnel/train should be without coverage. The signal levels mentioned herewith are the worst case Down Link signal levels after taking into account all losses such as propagation losses, feeder losses, body loss, fading, train penetration losses, multiple floor / wall penetration losses, climatic losses, etc.
- b) The Licensee shall be licensed with space for Placement and Operation of Telecommunication Equipment for Providing Mobile (Cellular) Network (2G/3G/4G/5G). For the purpose of placement of equipment, the Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. GMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety & security concerns. If the whole plan or a part of plan is not approved by GMRC, Licensee is required to submit revised plan for approval. All further modification/ revision in plan(s) are required to be approved by GMRC.
- c) Designing of all units / structures to complement station architecture/design for installation of telecommunication equipment.
- d) Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the Licensed Premises only. Licensee shall prepare the plan for approval from GMRC.
- e) Appoint competent nodal officer to interact with nodal GMRC representative to bring clarity in understanding of spaces, coordinate and implement decisions taken.
- f) Operate, manage and maintain the entire Licensed Premises.
- g) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, DoT etc. at its own cost.
- h) Comply with all statutory requirements in connection with License Agreement.
- i) Ensure regular and timely payments of all amounts due to GMRC and discharge all obligations as per License Agreement.
- j) Payment of all statutory taxes, local levies, statutory dues, etc (except property tax which shall be borne by GMRC) as and when dues shall be on licensee account.
- k) GST and surcharge thereon, as applicable from time to time, shall be paid by the Licensee.
- l) Licensee shall also adhere to procedure of GMRC regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-9.6 and Material Specification for renovation/ refurbish of premises as per Annexure- 9.4

3. Disclaimer

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

4. Licensed Premises:

- 4.1. GMRC hereby agrees to provide a part of its premises on license basis to the Licensee solely for Placement and Operation of Telecommunication Equipment for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in following tunnel section(s) and underground station(s): Chowk Bazar, Maskati Hospital, Surat Railway Station, Central Warehouse, Labheshwar Chowk and Kapodra of North-South Corridor of Gujarat Metro Rail Phase-I Surat Network.
- 4.2. The Licensed Premises will be provided in enclosed room (GSM/CDMA room) of 10 Sqm approx. at each station.

5. Tenure of License Agreement:

- 5.1. The License shall be for a period of Nine (9) years, subject to lock-in period of 2 (two) years, from the commencement of license fee for first lot of stations. Tenure of the license period of the locations handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.
- 5.2. **Commencement Date:** License Agreement shall commence from date of commencement of license fee for first lot of stations.
- 5.3. **Fitment Period:** Licensee shall be provided with 45 days fitment period. Fitment period shall commence from handing over of concerned station. The Licensee shall complete its fitment in all respects within the specified fitment period. However, the contractor shall be bound to start radiation of signals over the IBS Network before a stipulated date to be intimated by GMRC, which shall be a date 45 days prior to revenue operation date (ROD) of GMRC services for passengers. Non radiation of signals in station and tunnel area before the stipulated date shall be treated as material breach of contract as per clauses of this tender.

6. License Fee:

- 6.1. The Licensee shall pay to GMRC for Six (6) stations as per LOA and Agreement, quarterly in advance, all payments requested as per details and rates indicated in the table below-

S. No.	Item	Rate
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A. Monthly Recurring Charges: Prevailing charges shall be increased @ 5% per annum on compounding basis after completion of every year of License Period		
1.	License Fee for Space (License Fee for space per station in GSM/CDMA room [approx. 10 sqm in area] at each metro station as per Annexure-1) [In case, if handed over space is more than 15% (1.15 times) of 10 sqm, then license Fee will be increased on pro rata basis]	Rs. _____ per station / month (Accepted rates of Selected Bidder) + GST Note: Minimum reserved price for this item shall be Rs. 93,767 per station per month.
2	License Fee of additional space for utilities/microwave tower (Will be charged for minimum 1 sqm area)	On pro rata basis as per S/N 1 above. Rate per sqm/month shall be derived by dividing 'Rate quoted by the licensee per station/month by 10 sqm area at S/N 1
3.	License Fee for Spaces on Cable Tray (Station & Tunnel) and for Indoor Antenna/Repeater	Rs. 18,645/- per station/month + GST
4.	Maintenance charges for Space including Supervision Charges for tunnel entry. (Entry in tunnel will be restricted to availability of power block in the section.)	Rs. 6,902/- per month/station + GST
B	Variable Charges: Third Party Dependent (Torrent Power)	
5	Electrical Installation Charges including substation lease rent.	As per applicable Torrent Power/DGVCL Rate Schedule
6	Air-Conditioning Charges (Considering 1 number of FCU working and 1 FCU standby.)	{[Total TR installed in GSM/CDMA room X 0.75 (Working TR) X 1.494] KVA X 24 hrs X (Number of Days in particular month) X (Unit charges as per concerned DISCOM)}
7	Air-Conditioning Maintenance Charges i.e. Operation and Maintenance charges for high end installations at stations (monthly basis)	20% of Air-Conditioning Charges (as calculated in S.No. 6 above)
8	Energy consumption charges (Energy consumption as per installed Energy Meter)	Rate of electricity for temporary or permanent electrical connection shall be charged from licensee at whom concerned DISCOM would be charging had they obtained electric connection from them.
C	One Time Lump-Sum Charges: Non-Refundable	
9	One-time fixed charges for installation of FCU with all associated item	Rs 1,31,896 /- per TR + GST
10	Clamp of LCX cable in Tunnels	Rs 546 per running meter excluding taxes & duties + GST
D	Deposits:	
11	Refundable Electrical Consumption Deposit (Interest Free)	Rs.5,000/-per KVA per station
12	Interest Free Security Deposit/ Performance Security	Equivalent to 12 months License Fee (License Fee shall be the sum of Items at Sr No 01 to 04 under the head "A: Monthly Recurring Charges" of this table) applicable for final year of License agreement for Licensed premises.

E	Dark Fiber Between Stations	As per GMRC Rates applicable from time to time
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- 6.2 Commencement of License Fee:** License Fee shall commence immediately after the expiry of fitment period of the concerned handed over station(s) and section(s) or Revenue Operation Date (ROD) whichever is later.
- 6.3** The License Fee of Space, License Fee of Additional Space for utilities/microwave tower, License Fee for Spaces on Cable Trays & for Indoor Antennas/Repeater and Maintenance Charges for Space including Supervision Charges for tunnel entry shall be increased by 5% per annum on a compounding basis after completion of every 1 (one) year of License Period.
- 7. Payment Terms:**
- 7.1. The License Fee and other dues shall be payable quarterly in advance to GMRC, by the last working day of previous running quarter. However, the first quarterly License Fee shall be payable at least 07 days before commencement of license fee.
- 7.2. The Licensee voluntarily and unequivocally agrees to make all payments to GMRC as may be due before the due date, without waiting for any formal advice from GMRC.
- 7.3. The reconciliation of License Fee and other dues shall be carried out annually. Based on reconciliation, the adjustment of License Fee payable to GMRC shall be carried out along with payment of next quarter's License Fee.
- 7.4. The payment of dues should preferably be made/credited by RTGS/NEFT/ECS mode to GMRC after obtaining prior approval of GMRC and complying with the laid down procedure. The details for GMRC's account for e-payment shall be provided separately. Licensee may submit the dues in the form of Demand Draft/ Cheque in favour of "Gujarat Metro Rail Corporation (GMRC) Limited" payable at Gandhi Nagar/Ahmedabad (Gujarat)
- 7.5. Non-payment of License Fee and other dues.
- a) Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle GMRC to terminate the License Agreement as per provisions stipulated in this 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 compounding on monthly rolling basis until the License Fee and other dues are finally paid. Such interest shall be charged on outstanding dues for the actual days (s) of delay in payment of dues.
 - b) Licensee shall periodically advise the details of payments made to GMRC. In the case of non-submission of such details, initially Third-party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of GMRC), then others dues / liabilities like electricity, OMC etc, and lastly License Fee shall be accounted for.
 - c) In case payment is not made by due date, a 15 day Cure Notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, GMRC shall be entitled to terminate the License with 30 day Termination Notice and shall be free to forfeit Interest Free Security Deposit/Performance Security after adjustment of all dues what so ever and take such other action available to it under this Agreement and as per Law. The utilities being provided to the Licensee may be disconnected after 15 days of the Termination Notice if the Licensee fails to deposit the outstanding dues.
 - i. Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days

of issue of Licensee's Event of Default Notice, along with a written request in the matter. The utility services including electric supply to the Licensed Premises shall be discontinued on the 16th day of issuance of 30 days Termination Notice.

- ii. The Licensee shall vacate the Licensed Premises within 30 days of termination of this Agreement. A certificate from concerned Station Manager or its authorized representative in proof of Licensee having vacated the Licensed Premises will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Managers or its authorized representative shall not be entertained.
- iii. Interest Free Security Deposit/Performance Security shall be forfeited on termination of contract due to Licensee's Event of Default after adjustment of all the dues whatsoever. Balance outstanding dues, if remaining after adjustment of outstanding dues from Interest Free Security Deposit / Performance Security, shall be recovered from the Licensee.

7.6. In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage, the dues remain outstanding for the period of more than 60 days, this Agreement shall stand automatically terminated without giving any notice to the Licensee and Interest Free Security Deposit/Performance Security/ shall stand forfeited to GMRC.

7.7. In case of non-vacation of Licensed Premises within stipulated period after termination on account of non-payment of License Fee and other dues, the Licensee voluntarily agrees to permit the Licenser to disconnect all utility services including electric supply to the Licensed Premises and to seal the Licensed Premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licenser.

8. Interest Free Security Deposit / Performance Security: **Selected Bidder shall pay and submit to GMRC Interest Free Security Deposit / Performance Security equivalent to 12 (twelve) Months License Fee applicable for final year of license agreement for Licensed Premises as per Annexure- 9.1 of DLA** within 30 days of issue of LOA. Interest Free Security Deposit/ Performance Security shall be acceptable in following forms:

The selected bidder shall deposit minimum of 25% of the Interest Free Security Deposit/Performance Security in the form of DD/PO only within 30 days of the issue of LOA. Balance 75% of Interest Free Security Deposit/Performance Security can be submitted in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR)/DD/PO at least seven (7) days before commencement of license fee.

Selected Bidder shall be required to submit required 25% of Interest Free Security Deposit/ Performance Security within thirty days (30) of issue of LOA without consideration of any interest and up to 45 days with 3% flat interest on balance unpaid amount remaining after 30 days. If the Selected Bidder fails to submit 25% of Interest Free Security Deposit / Performance Security within 30 days of the issue of LOA, unless extended by GMRC at its sole discretion or deposit the required dues as mentioned in LOA along with interest (if any) maximum within 45 days of issue of LOA, the LOA shall stand cancelled, and amount of Bid Security shall be forfeited by GMRC. The Selected Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.

The selected Bidder is required to submit balance installment (75%) of Interest Free Security Deposit/ Performance Security at least seven (7) days before commencement of license fee. Any request of successful Bidders for seeking any clarification/approval/document from GMRC shall

be considered only after submission of requisite Interest Free Security Deposit/Performance Security. In case, the bidder fails to submit required amount of balance Interest Free Security Deposit/Performance Security within due date of balance IFSD as state above, penal surcharge payable to GMRC shall be @ 3% flat on the balance IFSD till 15 days after due date.

After 15 days of due date of submission of balance IFSD, if Bidder fails to comply with LOA conditions and does not deposit submit balance installment amount (75%) of Interest Free Security Deposit/ Performance Security (IFSD/PS/PBG), the agreement may stand cancelled and 25% IFSD Money submitted may be forfeited. No further request for extension in submitting of Interest Free Security Deposit/ Performance Security shall be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

- a). The Interest Free Security Deposit/ Performance Security submitted in the form of Demand/Bank Draft/PO shall be issued from a Scheduled Commercial Bank based in India in favour of "Gujarat Metro Rail Corporation (GMRC) Limited" payable at Gandhi Nagar/Ahmedabad (Gujarat).
 - b). Irrevocable Bank Guarantee shall be in the prescribed format (Annexure-9.2) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to GMRC, from/with branches located at Gandhi Nagar/ Ahmedabad. The Bank Guarantee shall be valid at least for nine (9) years & six months and shall be renewed for suitable period as advised by GMRC on rolling basis before expiry of earlier Bank Guarantee, till the final settlement of all accounts failing which the

Bank Guarantee of the Licensee shall be invoked and encashed by GMRC without any prior intimation to the Licensee.
 - c). In case of allotment/handing over of any new/additional location/stations on the same section over and above the locations listed in Annexure-9.1, Interest Free Security Deposit/Performance Security shall be paid/updated at the final year applicable rate of license fee at the rate 12 months license fee for the new additional location allotted and handed over.
- 8.1. In case of Joint Venture/Consortium, the Interest Free Security Deposit/Performance Security shall be submitted in the name of the JV/Consortium. However, splitting of the Interest Free Security Deposit/Performance Security (while ensuring the Interest Free Security Deposit/Performance Security is in the name of JV/Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their percentage stake in joint venture/Consortium is permissible.
 - 8.2. GMRC reserves the right for deduction of dues from Licensee's Interest Free Security Deposit / Performance Security for: -
 - a) Any amount imposed as a fine by GMRC for irregularities committed by the Licensee.
 - b) Any amount which GMRC 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 GMRC which remain due after completion of relevant actions as per agreement.
 - 8.3. Once the amount as above is debited, the Licensee shall replenish the Interest Free Security Deposit / Performance Security to the extent the amount is debited within 15 days period, failing

which, it shall be treated as Licensee's Event of Default.

9. Taxes and Other Statutory Dues-

- 9.1. Goods & Service Tax (GST) and surcharge thereon, as applicable from time to time, shall be paid by the Licensee along with License fee and other dues. The present rate of GST 18% which is subject to revision from time to time.
- 9.2. The property tax on the property of GMRC, if applicable shall be borne by GMRC.
- 9.3. All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fee for onward remittance to the Government. The Licensee shall indemnify GMRC from any claims that may arise from the statutory authorities in connection with this License.
- 9.4. Payment of stamp duty on agreement, if any, to be executed in pursuance of this agreement shall be borne by Licensee.
- 9.5. The Licensee shall get its all assets insured for the said Licensed Premises and shall bear all the charges for such property insurance. The Licensee shall also get insured third party damages for the said licensed premises throughout the License Period.

10. Stages of activity

S. No.	Stage of Activity	Time Period
1	Submission of Interest Free Security Deposit (IFSD) / Performance Security (PS/PBG) to GMRC by the Selected Bidder	25% of the IFSD/PS/PBG to be submitted within 30 days of issue of Letter of Acceptance in form of DD/PO only. Balance 75% of IFSD/PS/PBG can be submitted in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR)/DD/PO at least 07 days before commencement of license fee.
2	Handing over of stations to Selected Bidder	Within 10 days after deposition of due payments by the bidder in accordance with LOA.
3	Duration of License Period	9 years from commencement of license fee for first lot of stations subject to Lock-in period of 2 years
4	Signing of License Agreement	Within 30 days after handing over of locations
5	Commencement of License Fee	License Fee shall commence immediately after the expiry of fitment period for the concerned handed over station(s) and section(s) or Revenue Operation Date (ROD) whichever is later
6	Payment of First Quarterly License Fee/Advance License Fee by Licensee to LMRCGMRC	At least 07 days before commencement of license fee as above in SN 5

11. Regulations for Preparation and Utilisation of Licensed Premises:

- 11.1. **'As is where is basis':** The Licensee shall be provided with license for the said Licensed Premises, equipment, installations, fittings and fixtures on 'as is where is basis' and the Licensee shall not make any additions or alterations in the Licensed Space, installations including electric installations and wiring without the prior permission of GMRC in writing and when permitted by the GMRC the said additions and alterations shall be carried out by the Licensee at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the Licensed Premises and the same shall vest in GMRC. The Licensee shall install its own fixtures

- and equipment in the said Licensed Premises after duly obtaining all necessary approvals from the Licensor, permissions and licenses from the Municipal Corporation, DOT and such other Statutory Authorities at its own cost and expense.
- 11.2. The agency engaged in installation of IBS must have experience of one year in managing In-Building Solutions (IBS) for providing shared Mobile coverage solutions for various types of telecom operators like GSM/CDMA/Wi-Fi/VoLTE in public areas.
- 11.3. The Licensee shall submit Layout plan of space showing placement of equipment/tower/mast for approval of GMRC before installation of equipment at the Licensed Space.
- 11.4. **Approval of Plan:** All the sites proposed by the Licensee in the plan shall be subject to approval by GMRC with regard to
- a) Structural stability,
 - b) operational feasibility,
 - c) aesthetics,
 - d) Safety & security concerns.
- 11.5. If the plan does not conform to the requirement of this Agreement, GMRC may reject the plans / proposals, duly specifying the reason(s) thereof. In such case, Licensee shall resubmit its plan/ proposal after incorporating necessary modification for approval.
- 11.6. Alterations and Renovations: -
- a) The Licensee will be allowed to carry out any alterations or renovations within the said Licensed Premises but without altering or damaging the main/shell structure of the said premises. The Licensee shall need to take prior written approval from GMRC through a written notice prior to commencement of any alteration works and if necessary GMRC reserves the right to ask for and review the renovation plan/drawings before providing consent.
 - b) The Licensee shall be responsible for the costs of removing debris from the Licensed Premises and will be responsible for all damage to the common areas of the complex like flooring, lift cars etc. during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by GMRC including any extra security costs, which are caused by, or in connection with, the works will also be to the Licensee's account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by GMRC.
- 11.7. If any approval is required to be taken from any local authority for installation of such telecommunication equipment, the same is the sole responsibility of the Licensee. Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and GMRC shall not be liable or responsible for any of the act or omissions committed on the part of the Licensee.
- 11.8. In case of any damage to GMRC property during installation, for actual costs whatsoever for restoration to its original position will be recovered from the Licensee and same will not be challenged in any manner whatsoever. GMRC discretion in this regard shall be final.
- 11.9. The Licensee shall at their own risk and cost prepare the cable trays and clamps etc. where such provision is not available. No claim or compensation on this account will be entertained by the licensor.

- 11.10. Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. Any physical damage or injury to the commuters or passengers due to lapses on the part of the Licensee shall be the sole responsibility of the Licensee only and GMRC will have no legal obligations or liability towards the injured. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or GMRC employees or loss to GMRC property, it shall constitute Material Breach of Contract and considered Licensee's Event of Default that shall entitle GMRC to terminate this Agreement with 30 days written notice.
- 11.11. Access to stations for the purpose of placement and installation of equipment and its maintenance shall be regulated by the designated office of the GMRC and the Licensee is required to take necessary permissions in this regard from the office as per extant policy of GMRC. It is clarified that the permission to the Licensee shall not be unduly denied.
- 11.12. Licensee shall ensure that equipment installed does not interfere with the sensitive electronic equipment installed inside the station and tunnel by GMRC including TETRA based train radio system. Initial tests for any interference to be done before start of operation. If any interference is noticed, then the Licensee shall take all necessary steps at his own risk and cost to remove such interference. Failure to do so within a period of 2 (two) working days authorizes the Licensor to take all necessary steps to prevent this interference at the risk and cost of the Licensee. In addition, a penalty of Rs. 5,000/- for each occasion of interference may be imposed by the Licensor. Test reports and any other supportive documentation as may be required/ requested by GMRC, will have to be supplied immediately. A clearance certificate has to be obtained from the signal and telecom department of GMRC to this effect.
- 11.13. **Solid Waste or waste:** - A separate area may be earmarked within the Licensed Premises for the purpose of storage, which has proper system for extrication pollutants and waste materials. The Licensee shall have to make arrangements for disposal of solid waste, which will be got removed from the Licensed Premises on a daily basis to ensure perfect cleanliness. The Licensee shall have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste will need to be expelled into a common dump or waste area provided /indicated by GMRC. If solid waste is found disposed-off on GMRC land or Licensed Premises a penalty/fine of Rs.5,000/- will be imposed by GMRC for each occasion.
- 11.14. No advertisement/branding in any format shall be allowed. If at any point of time, Licensee is found to be advertising at any location in any format, a penalty of Rs. 25,000/- per location per instance shall be imposed on Licensee. However, Licensee can put a signage of size 1.5 ft X 3 ft at any location in its Licensed Space only showing generic name of the Licensee. The signage may be illuminated or non-illuminated at the Licensee's option. The Licensee shall need to obtain a prior written approval from GMRC before putting up any form of signage. GMRC reserves the right of refuse or to suggest an alternation to the same. The signage shape and location etc. shall be subject to architectural controls that may be issued by GMRC.
- 11.15. The Licensee shall submit details along with contact details of their authorized representative(s) which shall be available at the Metro Station(s), at a short notice, for inspection of spaces including measurement of area, failing which inspection done by GMRC official(s) shall be final and binding to the Licensee.
- 11.16. Licensee shall at their own expense and cost employ/engage suitable personnel for providing efficient services in respect of storage and operation of the said products and services in the said Licensed Premises.
- 11.17. Licensee shall appoint a Manager/ Supervisor whose scope of services shall be as follows;

- a) Supervise the operations in the said Licensed Premises.
 - b) They shall be responsible for cleanliness and hygiene in the said Licensed Premises and to ensure that the services are conducted in a clean, proper and efficient manner.
 - c) Employ and engage as their own employees, trained, skilled and qualified staff and endeavour to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
 - d) Ensure that fire detection and suppression measures were installed inside the Licensed Premises and kept in good working condition. The Fire Office/authorized personnel of the Licensor shall have unfettered access to the said Licensed Premises, for inspection/checking of fire detection and suppression measures etc. The instructions issued by the Licensor's fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the fire officer/authorized personnel of the Licensor shall be borne solely by the Licensee.
 - e) Licensee should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The Licensee should also ensure that all notified statutory provisions and standards are observed in this regard.
- 11.18. GMRC's covenants and represents that it has good and marketable title to the said Licensed Premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's use of the Licensed Premises, or the rights granted to the Licensee hereunder:
- a) GMRC covenants and represents that it has full and complete authority to enter into this License Agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in this Agreement, the Licensee shall peacefully and quietly enjoy the Licensed Premises without hindrance or disturbance by GMRC or by any other person claiming by, through or under GMRC.
 - b) That on the Licensee paying the License Fee hereby reserved and observing and performing the several covenants and stipulations on its part and the conditions herein contained shall peacefully hold and enjoy the Licensed Premises throughout the License Period without any interruptions by the GMRC or by any person or persons claiming through under or in trust for him.
 - c) That the overall control and supervision of the Licensed Premises shall remain vested with GMRC who shall have the right to inspect the whole or part of the Licensed Premises

as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of this Agreement. GMRC also reserves the right to enter the Licensed Premises to repair and replace the fixtures provided by GMRC. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by GMRC shall be done by License.
- 11.19. The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the Licensed Premises for security/fire checks by security/fire officers of the Licensor and also agrees to comply with all directives as may be given from time to time by the security/fire officers of the Licensor. Non-compliance may be treated as Licensee's Event of Default.
- 11.20. Licensee shall install equipment and its fixtures conforming to international standards of high

quality as per guidelines of DoT, TERM, TRAI, etc.

12. Maintenance and Repair of Licensed Premises

- 12.1. Licensee shall keep and maintain the Licensed Premises in neat, clean condition and in safe & sound manner during all the time of License Period as required by the GMRC O&M administration/ municipal authorities. Any defective, weak or corroded structure be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by equipment or installations due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation. Ensure that fire detection and suppression measures installed inside the Licensed Premises are kept in good working condition. EMF radiation to be within permissible limits and minimum distance to be maintained from public areas as specified by latest DOT guidelines. In this regard, service provider is to submit self-certification that EMF radiation from antenna are in compliance of base station installations as per the limits prescribed by DOT.
- 12.2. Licensee shall bear the cost of minor day-to-day repairs and maintenance. All major repairs, attributable to GMRC due to inherent constructional defects in GMRC structure, shall be the responsibility of GMRC. If the major repairs or maintenance required to be carried out by GMRC are not carried out within reasonable time, the Licensee will have the right to get the needful done and deduct the cost thereof from the amount payable to GMRC.
- 12.3. The Licensee shall carry out all checks and maintenance or repair works with adequate advance notice in such a planned manner that there is minimal disruption of the operations of the Station.
- 12.4. Licensee shall be at liberty on the termination of this License to remove or take away such fixtures, fittings and electric appliances installed by it upon leaving the Licensed Premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.
- 12.5. The said Licensed Premises, which have been handed over to the Licensee under this Agreement, shall be kept in good condition and maintained properly by the Licensee at their own cost. If the property is not handed over in good condition as required under this Agreement, GMRC reserves the right to seek exemplary damages and indemnification.
- 12.6. Further, GMRC can impose the fine on Licensee up to Rs. 5,000/- per offence per instance on the following offenses:
- a) Any staff of Licensee found in drunken condition / indulging in bad conduct.
 - b) Any staff of the Licensee found creating nuisance on duty
 - c) Improper maintenance & defacement of the Metro Property.
 - d) Dishonour of drafts and Cheques given by Licensee in favour of GMRC.
 - e) Misbehaviour with staff and commuters of GMRC.
 - f) Not following safety and security norms as may be indicated by authorized representative of GMRC.
- 12.7. The amount of penalty shall become double the specified amount after nine (9) years from the date of commencement of License Agreement.
- 12.8. The option to impose fine, penalty, etc. under this License Agreement shall be exercised by GMRC official not below the rank of Dy. HOD.

13. GMRC's Infrastructure/ Facilities -**13.1. Electrical Specifications and Procedure for Release of Electric Power Supply- Electrical Specifications**

- a) Electricity supply will be provided as per terms and conditions indicated in Annexure – 9.6. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of equipment in the Licensed Space under this Agreement. Licensee shall use energy efficient equipment. Licensee shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.
- b) Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company /Agency would levy on such a customer, had the Licensee obtained supply directly from Electricity Company / Distribution Company /Agency. DERC policy and Electricity Act (as amended from time to time) shall be applicable.
- c) All fittings/ erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters, electrical MDI/TOD energy meter, etc. are to be installed as per GMRC's specifications.
- d) GMRC may provide electricity at the point nearest to the required location on payment of required charges as specified in Annexure-9.6. The Licensee may also undertake electrical works for extension of power from nominated source under GMRC supervision and complying all codal provisions & GMRC specifications. The Licensee shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" (Annexure-9.6) as amended from time to time.
- e) In case of restricted availability of power supply/breakdown, the station power requirements would get first priority and this may result in restriction/restoring of power supply to the Licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of GMRC or such causes where the supply of GMRC is affected by a cause or causes over which GMRC has no control, GMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.

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

13.3. Telephone: GMRC may give permission for installation of cables for telephone/ telecommunication equipment subject to technical feasibility at the cost of licensee.

13.4. Parking: The parking facilities provided as part of the Station parking may be used and all charges, fees and rules will apply as applicable to the general public and the commuters. This could be available on first come first serve basis.

13.5. Encroachment: The Licensee shall strictly not encroach upon common areas / circulating areas or any other space and restrict its operation to Licensed Space. If any encroachment has been found at any location, the License Fee of such encroached area shall be charged at double the rate of License Fee applicable on that date from the date of previous inspection in which the space was found as per approved plan or date of handing over, whichever is later and shall be charged till a vacation certificate of that encroached area from the concerned Station Manager or its authorized representative is submitted to GMRC or the encroached space is got approved and regularised from the GMRC, whichever is later.

13.6. Re-Connection Charges: The Licensee voluntarily agrees to make all payments as may be

demanding by the Licensor towards reconnection of utilities including electricity supply which may have been disconnected by the Licensor for whatsoever reasons. The Licensee undertakes not to seek any claim, compensation, consideration or damages due to such disconnection and reconnection.

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

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

14. **Force Majeure-**

14.1. Neither GMRC nor Licensee shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following events resulting in material adverse effect, shall constitute force majeure events ("**Force Majeure Events**"):

- a) Earthquake, Flood, Inundation, Landslide.
- b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c) Fire caused by reasons not attributable to the Licensee.
- d) Acts of terrorism.
- e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- f) Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc., and The License Fee for the portion affected due to Force Majeure shall be exempted for the affected period on pro-rata basis if the period of Force Majeure persists for more than 7 days.

14.2. Such Force Majeure occurrence shall be notified by the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure occurrence ("the Affected Party") to the other party within 7 (seven) days of such occurrence and shall notify the other party the following in reasonable detail:

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

and obligations of the Parties under this Agreement.

- 14.3. If such Force Majeure continues for a period of 3 (three) months, the Affected Party may be entitled to, though not being obliged, to terminate this Agreement by giving a notice of 7(seven) days to the other party and interest free Security Deposits/Performance Security shall be refunded by GMRC to the Licensee after adjusting outstanding dues, if any.
- 15. Material Breach of Contract / Events of Default:** Following shall be considered Material Breach of the Contract by Licensee (“**Licensee’s Events of Default**” or “**Material Breach of Contract**”):
- 15.1. If the Licensee makes any of the following changes in Ownership:
- i. Any change in percentage stake of JV/Consortium by the members without prior written permission of GMRC.
 - ii. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
 - iii. Dilution of stake of any consortium member in JV/ Consortium below 15% during the License Period.
- 15.2. The Licensee shall maintain the validity of certificates required in Technical Requirements of Bid Document during the License Period, failing which it shall be treated as a Material Breach of Contract.
- 15.3. If at any time during the subsistence of the License Agreement, there is non-conformity to the License Agreement or to norms of regulatory authorities, or any time during the License Agreement, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates this Agreement.
- 15.4. If the Licensee fails to pay License Fee or other amounts payable by Licensee within stipulated period.
- 15.5. If the Licensee is in persistent non-compliance of the written instructions of a GMRC officials.
- 15.6. If the Licensee or any of their representatives cause an incident or accident that results in injury or death to GMRC employees/ commuters or loss to GMRC property.
- 15.7. If Licensee is in violation of any clause of this Agreement and after due written notice from GMRC fails to cure the Default to the satisfaction of GMRC.
- 15.8. The failure by Licensee to observe or perform any of the covenants, conditions or provisions of the Agreement, where such failure shall continue for a period of 15 (Fifteen) working days, after receipt of written notice thereof by GMRC to the Licensee, provided however, that if the nature of the Licensee’s default is such that it cannot be cured solely by payment of money and that more than 15 (Fifteen) working days may be reasonably required for such cure, then the Licensee shall not be deemed to be in default if the Licensee shall commence such cure within such 15 (Fifteen) working days period and shall thereafter diligently process such cure to completion.
- 15.9. a) The filing by or against the Licensee of a petition to have the Licensee adjudged bankrupt or a petition of re- organization or arrangement under any law relating to bankruptcy;
- a) The appointment of a trustee or receiver to take possession of substantially all of Licensee’s assets;
 - b) The attachment, execution or other judicial seizure of all of Licensee’s assets.
- 16. Surrender/ Termination of License Agreement by Licensee:**

- 16.1. If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of 2 years, the License Agreement shall be deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by GMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of GMRC after adjustment of outstanding dues, if any, payable to GMRC. No grace period for vacation of premises shall be provided to licensee in such a case. GMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in GMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else GMRC will seize their property treating as Zero/Nil value. GMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- 16.2. The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior intimation to GMRC which can be given before completion of defined lock-in period of 2 years. In this instant case the prior notice can be given after 1^{1/2} (One and half) years but option to exit is available only after 2 years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. GMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in GMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else GMRC will seize their property at Zero/nil value. GMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- 16.3. If the Licensee is desirous of terminating the license after expiry of lock-in period of 2 years without serving any intimation period or shorter intimation period than 180 days, the agreement shall be deemed to be terminated on completion of such improper /short intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. GMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in GMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else GMRC will seize their property at Zero/Nil value. GMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
17. **Natural Completion of License Agreement:** In case of successful completion of the full term of 9 (nine) years of the License period, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues. If, balance outstanding dues are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their media or else GMRC will seize their property at Zero/Nil Value. GMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in GMRC. GMRC shall be free to dispose-off the seized goods in any manner as deemed fit & Licensee shall have no claim for compensation, damages etc. on his account.
18. **Termination of License Agreement by GMRC:**
- 18.1. Provided that in the event of Licensee's Event of Default, GMRC shall give to the Licensee 15 day

time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the GMRC within the cure period, the event shall not be considered as a Licensee Event of Default.

- 18.2. If the Licensee failing to cure the default within 30 days it shall constitute Material Breach of Contract under this Agreement. It shall entitle GMRC to disconnect all utilities provided to the Licensee and to terminate License Agreement along with forfeiture of Interest Free Security Deposit after adjustment of dues payable by the Licensee to GMRC. No representation of licensee shall be entertained after the expiry of cure period.
- 18.3. **Termination on Operational Ground:** GMRC reserves the right to terminate or withdraw a portion of the License Agreement by giving three months advance notice on operational ground. The License agreement shall stand terminated after expiry of three months' notice and the Interest Free Security Deposit/ Performance Security shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.
- 18.4. **Termination due to Force Majeure conditions:** The License Agreement may be terminated for Force Majeure Reasons as specified in License Agreement.
19. **Upon termination of this License Agreement for any reason whatsoever:**
 - 19.1. On termination/ completion of License Agreement:
 - a) All third-party agreements, entered by the Licensee, shall stand terminated with immediate effect;
 - b) In case of termination of agreement on account of Licensee's Events of Default, the balance Interest Free Security Deposit/ Performance Guarantee shall be forfeited in favour of GMRC after adjustment of outstanding dues, if any, payable to GMRC. GMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in GMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their media or else GMRC will seize their property at Zero/Nil value. The infrastructure provided by the Licensee shall be removed by the Licensee itself from the premises in case if GMRC desires so. In case, if the Licensee does not remove its infrastructure as desired by GMRC from its premises, same shall be removed by GMRC at the cost of the Licensee and GMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
 - c) All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere, and
 - d) The Licensee shall vacate the premises within 30 days after date of issue of termination notice.
 - 19.2. Vacation of Demised Premises:
 - a) The equipment installed by Licensee inside the tunnels and any other installations at Licensed Premises or at any other part of station, that has become integral part of GMRC structure or removal of such installation may harm GMRC basic structure shall become property of GMRC and shall not be allowed for removal.
 - b) On termination/completion/surrender of the license agreement, the Licensee shall handover the vacant possession of premises to the Station-in-charge or his authorized representative within 30 days Grace Period (for which no license fee shall be charged) from the date of termination of License Agreement, after removal of media, fixtures, panels, etc.

installed by the Licensee at their own cost, without causing damage to GMRC structures. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, GMRC reserves the right to deduct/ recover damage charges.

- c) If, the Licensee fails to vacate the licensed space/premises within the grace period, penalty of twice the prevalent monthly Licensee Fee shall be chargeable for occupation for this 30-day period. And after lapse of this 30 days Grace Period, GMRC shall take over the goods/ property treating at NIL value, even if it is under lock & key; and GMRC shall be free to dispose-off the property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Guarantee available with GMRC. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.

19.3. After vacating the premises, the Licensee shall submit a vacation certificate from the Station in-charge or its authorized representative as a proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate from the Station in-charge or its authorized representative, shall not be accepted.

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

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

19.6. On termination of Agreement, GMRC shall have rights to re-market or to seal/ lock the Licensed Space.

20. Represents and Warrants:

- a) The Licensee represents and warrants to GMRC that-
- b) It is duly organized, validly existing and in good standing under the laws of India;
- c) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- d) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- e) It has the financial standing and capacity to undertake the commercial utilization of Licensed Commercial spaces;
- f) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- g) The execution, delivery and performance of this Agreement shall not conflict with, result in

the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;

- h) There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- i) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
- j) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- k) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to GMRC or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- l) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that GMRC shall not be liable for the same in any manner whatsoever to the Licensee.
- m) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of GMRC. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.
- n) Obligation to notify change: In the event that any of the representations or warranties made/ given by the Licensee ceases to be true or stands changed, it shall promptly notify GMRC of the same.

21. Dispute Resolution

21.1. Arbitration:

All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by GMRC / Director concerned on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is upto Rs. 50 Lakhs and to a panel of three Arbitrators, if total value of claims is more than Rs. 50 Lakhs. GMRC may provide a panel of three Arbitrators for the claims upto Rs.50 Lakhs and a panel of five Arbitrators for claims of more than Rs. 50 Lakhs. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. GMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.

- a) The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Gandhi Nagar/ Ahmedabad. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.
 - b) **Rules governing Arbitration Proceedings:** The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to GMRC as per the License Agreement.
- 21.2. **Jurisdiction of Courts:** The Court at Gandhinagar/ Ahmedabad shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

22. Miscellaneous

- 22.1. **Insurance and Waiver of Liability-** The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in GMRC 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 GMRC, 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 GMRC harmless against any liability, losses, damages, claims, expenses suffered by GMRC because of such default by the Licensee.
- 22.2. The Licensee shall comply with all the provisions of Labour Laws & regulations in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify GMRC Administration for any loss and damages suffered due to violation of its provision.
- 22.3. The Licensee shall comply with the laws of land including Gujarat State Pollution Control Board guidelines regarding advertisement/display. GMRC 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.
- 22.4. The Licensee will not ask for any claim or seek any compensation from GMRC if any installation of equipment at licensed premises at any station is not permitted due to court order/local laws/civil authorities.

The Licensee hereby indemnify GMRC against any loss, damage or liabilities (including attorney's fees) arising as a result of any act of omission or commission on its part or on part of its personnel or/and in respect of non-observance of any statutory requirements or/and non-observance of any condition which relates to this Agreement.

- 22.5. The Licensee hereby agrees that GMRC shall have no responsibility as regards Licensee's employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of GMRC. Licensee hereby indemnifies GMRC against the claims made by Licensee's employees against GMRC. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said Licensed Premises. Licensee hereby indemnifies GMRC against any liability arising in connection with the employment of its personnel in the said Licensed Premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to designated office of GMRC in accordance with GMRC's policies regulations prevalent at that time.
- 22.6. That no tenancy/sub-tenancy is being created by GMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and

between the parties hereto that: -

- a) That the Licensee shall not have or claim any interest in the said Licensed 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 GMRC in favour of Licensee in or in respect of the said Licensed 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 Licensed Premises, are only those set out in this Agreement.

- 22.7. The relationship between GMRC 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 GMRC 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 Licensed Premises.
- 22.8. 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 GMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify GMRC from any claims that may arise in connection with above.
- 22.9. **Employees conduct:** The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 45 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of equipment installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to GMRC 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 GMRC. All the Licensee's personnel shall be required to possess ID card while working in GMRC'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.
- 22.10. **Misuse:** - The Licensee shall use the granted space under the Agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said Licensed Premises for any other purposes the License shall be deemed to have been misused and GMRC (Licensor) shall immediately terminate the Agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the Licensee only. The Licensee shall indemnify and keep indemnified GMRC for any losses on this account.
- 22.11. **Compliance with the Law:** - The Licensed Premises and the fixtures and the appurtenances thereto (except those installed by GMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Licensed Premises. The Licensee at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Licensee shall comply with all

applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Gujarat Fire department. The Licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from GMRC as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi-judicial body / authority. The same shall be the responsibility of Licensee.

- 22.12. **Transfer:** - The Licensee, during the tenure of this Agreement shall not transfer, assign or part with the Licensed Premises or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the Licensor, nor shall they be entitled to allow any person to occupy the Licensed Premises or to use any part thereof save with the prior permission in writing of the Licensor except otherwise provided in this Agreement.

23. Notices

- 23.1. That any notice to be served upon GMRC shall be sufficiently served and given if delivered to designated Engineer-of –Charge for the work.
- 23.2. That any notice which may be required to be served upon the Licensee, shall be deemed to be served and given to the Licensee if delivered by Registered /Speed Post/Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensor.
- 23.3. That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the Chief Engineer/Property Business or by his duly authorized representative.
- 23.4. Only written instructions/ notices of any party shall be entertained by the other party.

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

GMRC

LICENSEE

Annexure-9.1: Details of Location

Space for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in Tunnels Section and underground station(s): Chowk Bazar, Maskati Hospital, Surat Railway Station, Central Warehouse, Labheshwar Chowk and Kapodra of North-South Corridor of Gujarat Metro Rail Phase-I Surat Network including GSM/CDMA room at each of the Six (6) Metro Station of size approx. 10 sqm each

Annexure-9.2: Form of Performance Security (Guarantee) by Bank

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To,

The Managing Director

[Attn: I/C - General Manager (Contract)]

Gujarat Metro Rail Corporation (GMRC) Ltd.

(SPV of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010, Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

WHEREAS _____ (Name and address of the Consultant) (hereinafter called "the Consultant")

has undertaken, in pursuance of LOA No.: _____ for "**Licensing of Space for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in Tunnels Section and Underground Stations of: Chowk Bazar, Maskati Hospital, Surat Railway Station, Central Warehouse, Labheshwar Chowk and Kapodra of North-South Corridor of Gujarat Metro Rail Phase-I Surat Network.**" (hereinafter called "the Contract")

AND WHEREAS it has been stipulated by the Employer in the said Contract that the Consultant shall furnish the Employer with a Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule for the sum specified herein as security its due and faithful performance of its obligations in accordance with the Contract.

AND WHEREAS we _____ [Insert name and address of Bank] having registered office at _____ and having the branch at _____ (herein after referred to as the "Bank"), which expression shall unless repugnant to the context of the meaning thereof, include its successors, administrators, executors and assigns do hereby agree to give the Consultant such a Bank Guarantee.

NOW THEREFORE

1. We hereby affirm that we are the Guarantor and responsible to the Employer, on behalf of the Consultant up to a total of INR _____/- (Indian Rupees _____ Only), such sum being payable in the types and proportion of currencies in which the Contract Price is payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay at Gandhinagar / Ahmadabad Branch to the Employer, upon its first written demand and without cavil or argument any sum or sums within the limits of INR _____/- (Indian Rupees _____) as aforesaid without the Employer needing to prove or to show grounds or reasons for its demand for the sum specified therein.
2. The Employer shall have full rights whatsoever to encash this Bank Guarantee at any time during the validity of the guarantee and the Consultant shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer and any disputes / claim whatsoever in this regard shall only be settled by means of arbitration as provided for in the Contract and the Employer's decision as to what amount is due to the Employer from the Bank against the guarantee and as to Consultant has committed breach of contract or not, shall be final and binding on the guarantor-Bank and the Consultant shall have no right to interfere with the same

and the Bank shall have full rights in terms of the guarantee to make immediate payments against the Bank Guarantee to the Employer without the consent of the Consultant and without referring the matter to the Consultant.

3. The Bank further agrees that the Employer shall be the sole judge as to whether the Consultant is in default in due and faithful performance of its obligations during the Contract Period under the Contract and its decision that the Consultant is in default shall be final, and binding on the Bank, notwithstanding any differences between the Employer and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Consultant for any reason whatsoever.
4. In order to give effect to this Guarantee, the Employer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by way their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
5. It shall not be necessary, and the Bank hereby waives any necessity, for the Employer to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.
6. The Employer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Consultant contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Consultant and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligations under these presents by any exercise by the Employer of the liberty with reference to matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to the sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligations under this Guarantee and the Bank hereby waives all of its rights under any such law.
7. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Consultant under the Contract.
8. Courts at Ahmedabad/Gandhinagar, Gujarat, India shall have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.
9. The Performance Security should be valid up to 06 months after "the date of completion of work". The employer will issue the certificate of completion of work. Further, if the date of commissioning / completion is extended, for whatsoever reason, the Bank Guarantee for Performance shall be suitably extended at the Tenderer's cost in order to meet the validity period as and when required. The pendency of any dispute or arbitration or other proceedings shall not affect this Guarantee in any manner.
10. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

11. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR _____ (Indian Rupees ***** only). The Bank shall be liable to pay at either Gandhinagar or Ahmedabad Branch (mention complete Branch Address of Bank in Gandhinagar / Ahmedabad where guarantee will be payable) the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [(indicate date)]

The guarantee is issued by Mr./Ms. _____ who is/are authorised by the Bank.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____

Annexure-9.3: Non-Disclosure Agreement

This Non-Disclosure agreement is made on this _____ day of 20

BETWEEN

Gujarat Metro Rail Corporation (GMRC) Limited, a SPV of Government of India and Government of the Gujarat, having its registered office at Block-1, First Floor, Karmyogi Bhavan, Behind Nirman Bhavan Sector-10/A, Gandhi Nagar-382010, Gujarat, India (hereinafter referred to as "GMRC" or "Disclosing Party") which expression shall unless repugnant to the context mean and include its successors, administrators and assigns,

AND

M/s _____, incorporated under the companies act, 1956 having its registered office at _____ and corporate office at _____ which expression shall unless repugnant to the context mean and include its successors, administrators and assigns (hereinafter referred to as "Receiving Party").

- A. Whereas The GMRC invited open tender for Licensing of Space for _____ (name of work), wherein M/s _____ has been found as the successful bidder. Accordingly, GMRC has issued Letter of Acceptance in favour of M/s _____ vide GMRC letter No. _____ dated _____.
- B. Whereas in connections with such discussions, the GMRC and the M/s _____ have considered that for this purpose there will be exchange of various information of a technical, commercial or financial nature and other information of a strictly confidential nature with the implementing agency M/s _____ for the purpose of Design, Develop, Build, Install, Maintain and Operate for _____ (name of work) and need to protect such confidential information from unauthorized use and disclosure.
- C. GMRC and M/s _____ have considered and agreed to make an arrangement which will involve disclosing information in confidence by GMRC (Disclosing Party) to the M/s _____ or "Receiving Party" relating to _____ (name of work).
- The Confidential information proposed to be disclosed shall concern to GMRC (Disclosing party)
 - Parties wish to record the terms and conditions upon which such confidential information will be disclosed by the disclosing party to the receiving party.

NOW THEREFORE IT IS HEREBY AGREED FOR FAIR AND REASONABLE CONSIDERATION, AS FOLLOWS:

- "Disclosing Party" in relation to confidential information means such party as shall be the giver of confidential information to the receiving party such as an employee of the Receiving Party under this Agreement.
- "Receiving Party" in relation to the confidential information means such party as shall be in receipt of such confidential information from the Disclosing Party such as an employee of the Disclosing Party.

3. "Purpose" – Purpose shall mean the use of confidential information received from Disclosing Party by the Receiving Party for _____ (name of work).
4. The Receiving Party undertakes to maintain strictly confidential and not disclose or pass on to any third party(s), by any means whatsoever, the information which will be provided to it by the Disclosing Party or to which the Receiving Party will have access in connection with the performance of this Agreement. For the purpose of this Agreement, "Confidential Information" means all information whatsoever, irrespective of the means, mode or medium of storage, representation or presentation of same together with all modifications, adaptations and derivations thereof, relating to either party, including but not limited to:
 - a. investigative studies, research and development activities, reports and findings, consultations, methodologies, proposals, systems, programs, techniques, strategies, discoveries, processes, innovations, inventions, trade secrets, technical drawings, know-how, formulae, concepts, designs, plans and models, financial and marketing information and knowledge, business plans and information regarding the affairs of a party generally. Source and object code, arrangements and agreements with third parties, whether given orally, in writing or otherwise,
 - b. any derivations of any information or data which embodies, contains or describes the confidential information;
 - c. all orally & documented information transmitted by GMRC to receiving party
 - d. any data or information designated to be confidential or relating to the current or prospective research, activities or business of disclosing party
 - e. and, more generally, all information identified as confidential which will become known to the receiving party
 - f. information regarding the existing or progress of any negotiations or agreement among the parties to the project; all being in the field of or relating to "the project" or disclosed by the parties or either of them, for the purpose contemplated by this Agreement.
5. In consideration of the Disclosing Party making the confidential information available to Receiving Party, the Receiving Party agrees that it will:
 - a. All information and documentation disclosed by GMRC to the receiving party, hereinafter referred to as the confidential information shall be used by the receiving party only for the purpose and take all actions necessary to keep confidential the confidential information supplied by Disclosing Party;
 - b. Not disclose the confidential information supplied by the Disclosing Party to any third party, corporation or other person whatsoever without the written consent of the Disclosing Party;
 - c. Not to copy, disseminate or use such confidential information except as expressly authorized in writing by the Disclosing Party.
 - d. Not delete any confidentiality and/or proprietary notices or legends appearing on the original confidential information as disclosed by or for the Disclosing Party.
6. The Receiving Party expressly agrees to use any confidential information which comes to the knowledge of its employees only as provided in this Agreement and understand that any unauthorized disclosure or misuse of the confidential information may result in substantial and

irreparable damage to the Disclosing Party. The Receiving Party will take all necessary precautions and that the Receiving Party further covenants with the GMRC/Disclosing Party:

That the information provided by the Disclosing Party is only for the purpose as envisaged in the Agreement and that the Receiving Party shall not use any or all of the confidential information in any other manner.

- a. That it shall not reproduce or disclose any confidential information to third party(s) in relation to the purpose and acknowledges that the patents, design, drawings and information relating to the purpose are proprietary and confidential and owned by GMRC, the Disclosing Party.
 - b. That it shall use the highest degree of care to prevent unauthorized disclosure of design, drawings and information supplied by the GMRC. The Receiving Party shall treat the Disclosing Party's confidential information with the same procedures and precautions as it would use to protect their own information that it does not wish to be disclosed, from unauthorized disclosures or other misuse.
 - c. To return promptly to the Disclosing Party or destroy any copies of such confidential information in written, graphic or other tangible form upon termination or upon request from disclosing party as the case maybe.
 - d. That it shall not sell, market, consign or deliver directly or indirectly, products using confidential information, technology, drawings or specifications supplied by GMRC except to the GMRC.
7. The parties agree that the obligations of confidentiality shall not apply to that part of the confidential information which:
- a. is in the public domain at the time of disclosure to the Receiving Party or thereafter enters the public domain from a source unconnected with any of the parties to the agreement without breach of the terms of this agreement .
 - b. is already known to the Receiving Party at the time of disclosure or was developed by the Receiving Party independently of the disclosure of confidential information by the Disclosing Party (as the appropriate written documents, register or records shall prove beyond doubt).
8. If the Receiving Party is legally compelled by a court or government agency with jurisdiction to disclose any of the information, such party shall promptly notify the Disclosing Party so that it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement. Otherwise, if the Receiving Party is required to disclose all or part of the confidential information by any court of law, governmental or regulatory authority or authority of competent jurisdiction to whose rules the Receiving Party is subject, it will be entitled to do so, provided in each case that the Receiving party shall immediately consult with Disclosing Party in advance so as to the form, content and timing of the disclosure and shall take all reasonable action to limit such disclosure and shall exercise reasonable effort to obtain reliable assurance that the information will be treated confidentially.
9. The Receiving Party represents that it has a stringent policy and procedures adequate and sufficient to protect its own confidential information from unauthorized disclosure and agrees that the confidential information disclosed by the Disclosing Party, will also be subject to that policy and procedures. The Receiving Party agrees to obligate any and all of its employees or representatives who may have access to any portion of the confidential information, in any form, to protect the

confidential and proprietary nature of the confidential information. The Receiving Party undertakes to pass on the information only to those of its employees required to become acquainted with it and use it. Nevertheless, the Receiving Party may pass on the information to its sub-contractors involved in the aforesaid purpose, after receiving the express consent in writing of the Disclosing Party.

10. Nothing in this Agreement shall be deemed to grant any license, title or interest in respect of any intellectual property rights which does or may subsist, now or in the future, in the confidential information of the Disclosing Party.
11. The Receiving Party acknowledges and agrees that the confidential information of the disclosing party is a valuable asset of the Disclosing Party and that any disclosure or use thereof in violation of the provisions of this Agreement will cause irreparable harm and loss to the Disclosing Party. As such the Receiving Party, acknowledges and agrees that monetary damages alone may not be an adequate remedy for any breach of the provisions of this agreement by the recipient or its employees. In the event the Receiving Party were to breach the terms of this agreement, it agrees that Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this agreement and that no proof of special damages shall be necessary for the enforcement of this agreement.
12. This Agreement and the rights, interests, benefits, duties and obligations hereunder shall not be assigned or transferred in any way by the Receiving Party
13. This agreement shall be construed according to and governed by the laws of India. In the event of any dispute between the parties arising under this agreement, any party may notify the other in writing of the substance of the dispute/complaint and the parties shall use their best efforts to resolve such disputes amicably through discussions before conciliatory authority.
14. If the dispute is not settled within thirty days of notification, unless the parties otherwise agree in writing, such dispute shall be finally settled in accordance with the provisions of the Arbitration and Conciliation Act 1996 prevailing at the relevant time. The venue of the arbitration shall be Gandhi Nagar/ Ahmedabad.
15. It is acknowledged by the parties that the Receiving Party shall hold the Disclosing Party harmless and indemnify for any loss suffered or for the expenses incurred by Disclosing Party arising out of a breach by the Receiving Party or his employees of their obligations under this Confidentiality Agreement.
16. Neither the execution of this Agreement nor the disclosure or receipt of confidential information nor the carrying on of any discussions or negotiations nor the relationship between the parties resulting from this agreement may under no circumstances create commercial agency relations and neither party shall have the right to bind the other on the basis of this Agreement or to enter into any further agreement.
17. This Agreement shall come into force on the date set forth on the first page hereof and shall remain in full force for a period of 9 years from such date, the confidentiality obligations surviving expiry or earlier termination for a period of 9 years as of the date set forth on the first page. However, the same can be renewed on mutually agreed terms and conditions.
18. This Agreement may be terminated by either party by giving thirty day notice to the other party without assigning any reason whatsoever. The obligations of each party will continue and be binding irrespective of whether the discussions between the parties materialized into a specific understanding or failure to conclude the purpose as the case may be.

The Receiving Party further covenants that in the event of this Agreement being terminated for any

reason whatsoever, it shall forthright return to the Disclosing Party all designs, drawings, technical, commercial, financial information/documents supplied to it by the Disclosing Party. The Receiving Party also undertakes to return, at its own expenses, all confidential information transmitted to it by the Disclosing Party on the expiration or termination of this agreement or in any event, upon a written request made by the Disclosing Party. The Receiving Party shall provide the Disclosing Party with a certificate of an appropriate corporate executive attesting that all confidential information has been duly returned to the Disclosing Party.

19. In the event that the parties wish to be more specific about the extent of the confidential information that is to be exchanged, this agreement including any amendment thereto may be modified in writing by means of a written amendment signed by both parties.
20. All notices required to be given pursuant to this agreement shall be made in writing and be personally served or deposited or shall be deemed to have been served if sent by registered post addressed as set forth hereinabove or to such other address as each party shall have specified in writing to the other party.
21. It is expressly agreed that any failure or delay by any party to require the enforcement of any of the articles of this agreement shall not be construed as a waiver by such party of any of its rights nor will it affect in any way the validity of this agreement of any of its provisions or the right to enforce such provisions at any time thereafter.
22. Should any or one or several of the provisions of this agreement be or become invalid, it shall not affect the validity of the other remaining provisions. The parties agree to replace the legally invalid provision, if possible, by an effective provision whose economic effect shall be as similar as possible to the original provision, and the parties agree that the new provision shall be deemed to have been agreed upon from the time the original provision became invalid.
23. This Agreement is complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communication between the parties regarding the subject matter of this Agreement.
24. This Agreement will be construed, interpreted and applied in accordance with the Laws of India and courts of Gandhi Nagar/ Ahmedabad shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement between the parties.

IN WITNESS WHEREOF the Parties hereto have subscribed their names and signed on this Agreement on the day and year first written above.

Signed for and on behalf of
Gujarat Metro Rail Corporation Ltd

Signed for and on behalf of
M/s _____

WITNESS

WITNESS

1.

1.

2.

2.

Annexure-9.4: Material Specification for Renovation/ Refurbish of Premises

1	VITRIFIED TILES	Kajaria
		H&R Johnson (India)
		Naveen
		Somany
		Orient
		R K Ceramics
		Restile Ceramics Limited
		Asian Grando India Ltd
		Oasis (Maaarbomax Group)
		Euro Tiles
		Oracle Granito Limited (Marbito Vitrified Tiles
		Nitco
2	CERAMIC TILES/PORCELAIN TILES	Kajaria
		Bell Ceramaics
		H&R Johnson (India)
		Mitco
		Regency Ceramics Ltd
		Somany
		Orient
		Kanzai Ceramic
		Raja Tiles
		Mridul Enterprises
		Italia
		Euro Tiles
		Hindustan Tiles
3	TERRAZZO TILES	Nitco
		Hindustan Tiles
4	TACTILE	Pelican Ceramic Industries Pvt Limited
		UniStone Products (India) Pvt Ltd
		NimcoPretab Ltd
5	PVC FLOORS	Armstrong World Industries (India) Pvt Ltd
		Gerfloor India
		Tarken
		VeeKayPolycoats Limited
6	RAISED FLOORS	Hewelson/Kingspan Access Floors
		United Access Floors/United Insulation

		Uniflair
		Unifloor
		Acons
7	WOODEN FLOORS	Armstrong World Industries (India) Pvt Ltd
		Action Tesa (Action Buildwell)
		Pergo
8	PU COATED FLOORS	Cipry Polyurethanes
		H C Associates
		Pidilite
		Shalimar Paints
		Sika
9	GRC PAVING TILES	Unistone
		Nimco Prefab
		Hindustan Tiles
10	PAVERS & CHEQUERED	UniStone Products (India) Pvt Ltd
		CCC Builders Merchant Lucknow Pvt Ltd
		Nimco Prefab
		Hindustan Tiles
		Terra Firma (Now Terra Firma GRC & Concrete Industries)
		Nilco
		Hindustan Tiles
		Ultra Tiles
		OrasieGranito Limited (Marbita 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
		Spectrum
14	TEXTURE PAINTS	Unitjile
		BarkeliteHylam (Surface Texture Division) "Heritage" Paints
		Texfin Products (M/s Niko)
		Acro Paints
		Birla
		ICI Dulux
		NCL AL TEK
		Kamdhenu Paints
		Bizzar
		Sherwin Williams Paints
15	POL YURETHANE PAINTS	MRF Paints
		Nerolac
		H C Associates
		Modi Industries Ltd (Paint Section)
16	WALL CARE PUTTY	J.K. White
		Unistone
		Birla (Aditya Birla Group)
		Shalimar Paints
		Gyproc Wall Putty (Saint Gobam
17	GLASS 9Float / Toughened)	Float Glass India Ltd (Asahi float)
		Asahi Float (AIS)
		Modigaurd
		Glaverbel
		Saint Gobam
		Sejat
18	STRUCTURAL GLAZING FABRICATORS	PERMASTEELISA (INDIA) PRIVATE LIMITED
		Alufit (INDIA) Pvt Ltd
		SP Fabricators Pvt Ltd

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

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

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

39	SANITARY WARE	Hardware
		Cera
		Roca
		Pafrryware
		Euro
		Somany
40	SANITARY & BATH FITTINGS	Mayur/Othello
		Jaquar and Company Pvt Ltd
		Kohler
		Kingsion (Plastocraft Sanitary India Pvt Ltd
		Caurel
		Marc
41	FRAMELESS GLASS PARTITION FIXTURES	Dorma
		Hafele
		Dorset
		Dline
		Insta Hardware
		Hardwya
42	SPIDER FITTINGS/PATCH FITTINGS	Ozone
		Kitch
		Dunex
		Dline
43	ANCHOR FASTENERS	Hilti India
		BOSCH FISCHER
		Canon Fasteners
		Axel
		Boun Group
44	STONE GLADDING CLAMPS	Hilti India Pvt Ltd
		BOSCH FISCHER
		Canon Fasteners
		Boun Group
45	DOOR HARDWARE	Dorma
		Hafele
		Dorset
		Dline
		Hardwyn
		Ozone
		Heffich India Pvt Ltd
46	DRAINAGE PIPES	TirupatiPlastomatics
		Duraline
		Rex

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

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

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

Annexure-9.5: Cable Specifications
(Cable Fire & Smoke Requirement)

1. INTRODUCTION

- 1.1. This specification covers the design and construction requirements for low smoke, fire retardant zero halogen/low halogen cables for cabling system for all sub systems of telecommunication systems, except equipment specific cables, for DMRTS System specific specifications of each type of cable are also detailed in this specification.
- 1.2. Cables shall comply with the latest version of the relevant requirements of British Standards, IEC standard, ASTM standards, ITU recommendations or equivalent international standards.
- 1.3. All cables shall have continuous operating life of at least 25 years. All cables used in external or open areas shall be the armoured type and shall be able to with stand rain and ultraviolet rays. As a minimum, all Telephone, Public Address, CCTV, Data and Power cables laid in outdoor ducts/ trenches/trays from the Station (e.g. to Ancillary Buildings) and within the Outdoor Depot area (e.g. one building to another), shall be armoured type. Optical Fibre for all areas shall be armoured type.
- 1.4. The Employer's Representative shall have the right to reject in whole or part of any work or material that does not conform to the terms of this specification or and may order the same to be removed/ replaced or altered at the expense of the manufacturer.
- 1.5. The Contractor shall satisfy the Employer's Representative by producing certificate from a recognized testing laboratory or otherwise that the materials used and the cable itself is of the highest possible standards and complies with all relevant specifications. In case of no relevant test certificates being available tests shall be carried out by Contractor (manufacturer) as those laid down with relevant specification, but this shall not preclude any test desired the Employer's Representative to determine the quality of the cable. In addition, 4 random samples from each type cables are required to be tested for conformance of the specifications related to fire and smoke in Govt. lab and cost of such testing to be borne by the Contractor.

2. Fire and Smoke Performance Requirements

- 2.1. It is essential that hazardous conditions arising from overheating or ignition of cables especially in the underground areas are avoided. The cables for installation in underground/tunnel areas shall be manufactured from fire retardant/ resistant, low smoke, zero halogen materials. (FRLSZH). All insulation shall be moisture and heat resistant, with temperature ratings appropriate to the application conditions and in no case lower than 60 degree C. (except Data)
- 2.2. The contractor shall comply in general with the pertinent requirements of NFPA 130 (Fixed Guideway Transit system 2007 edition issued by the US National Fire Protection Association).

3. Flammability

- 3.1. The bedding and oversheath of the cable shall have a minimum oxygen index of 30 when tested in accordance with ASTM D2863/BS 2782: Part 1: Method 141 /NES 715.
- 3.2. The temperature index of the bedding and oversheath of the cable shall not be less than 250 °C when tested in accordance with ASTM D2863/ BS 2782: Pat 1: Method 143/ NES 715.

4. Fire Resistance: Unless otherwise specified for the fire-resistant requirements, all cables shall

comply with reduced fire and flame propagation requirements of IEC 60332-1 & 60332-3 Cat C for single and bunched cables respectively.

5. **Corrosive and Acid Gas Emission:** The level of hydrochloric acid of the fire-retardant low smoke, zero halogen compound (filler bedding, oversheath, etc.) and the insulation of the cable shall not be greater than 0.5% when tested in accordance with BS 6425/IEC 60754: Part 1. In the case of fire retardant, low smoke, low halogen compound (filler bedding over sheath etc.) and the insulation of the cables, the level of the hydrochloric acid shall not exceed 20%. Corrosion and acid gases are defined as those, which are determined as hydrochloric acid.
6. **Smoke Emission:** The value of the smoke generated shall meet the requirements of transmittance. $\geq 40\%$ as per IEC 1034/BS 6724).

LCX cable: The oversheath of the cable shall be an extruded layer of anti-corrosion, reduced flame propagation, low smoke zero halogen compound complying with the fire performance requirements specified above. Single mica barrier tape under jacketing is required to prevent molten dielectric material from flowing out of the slots and igniting.

Annexure 9.6 : Electricity Tariff Policy Of GMRCL

1. GMRCL has formed a tariff policy for availing electricity connections at GMRCL premises.
2. In view of above, if any contractor/sub-contractor wants to avail temporary/permanent connection from GMRCL as per current tariff policies, following are the main terms and conditions of GMRCL which are listed as under:
 - (I.) Contractor/sub-contractor has to pay security deposit amount of INR 5000/- and application fee amount INR 300/-.
 - (II.) The safety shall be ensured in working premises by contractor/sub-contractor.
 - (III.) The energy meter shall be supplied and installed by contractor/sub-contractor and will be sealed by GMRCL Contractor/sub-contractor shall provide Test report/calibration report in regard to Energy meter installed.
 - (IV.) The charges for electricity consumption are as follow:
 - a. **Fixed charges:** [Applicable Fixed charge for GMRCL RSS charged by TPL (current Fixed charge-335 Rs. per kW) + Applicable Govt. Duty (currently @20%)].
 - b. **Energy charges (For Privates):** [Applicable Energy charge for GMRCL RSS charged by TPL (Current Energy charge per unit - Rs.6.16) + Applicable Govt. Duty (currently @20 %)] x 1.40 (Service charge @40 % to cover O&M expenses, inline with Indian Railways).
 - c. **Energy charges (For Govt. Depts):** [Applicable Energy charge for GMRCL RSS charged by TPL (Current Energy charge per unit- Rs.6.16) + Applicable Govt. Duty (currently @20%)] x 1.325 (Service charge @32.5% to cover O&M expenses, inline with Indian Railways)
 - (V.) The total demand and total connected load shall be treated as same. Energy meter readings shall be taken monthly/as per requirement by GMRC representative.
 - (VI.) In case if any contractor/sub-contractor is found to consume or use electricity without GMRCL's permission or tampers a meter, shall be as per GMRCL's rule and under Section 135(1) of Electricity Act, 2003 as amended by Electricity (amendment) Act, 2007, Theft of Electricity.
3. Other terms and condition shall be as per GMRCL's tariff procedure. Copy of the same along with format of application for connection and list of documents for availing electricity connection are attached herewith in annexures..
4. Hence, it is requested to all the contractors/sub-contractors to follow the above rules and guidelines for availing temporary/permanent electrical connection from GMRC.

Annexure-9.6A: 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 GMRC at station, availing power supply from outside agencies is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. GMRC will provide Power Supply of Single Phase, 230V, 50Hz for a max. connected load up to 5 KVA. Electrical load requirements exceeding 5 KVA will be given on 3- Phase 415V, 50Hz subject to availability and technical feasibility.
3. 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.
4. Licensee will have to take power supply from GMRC's Distribution Board to the licensed premises at his cost by carrying out G.I. conduit wiring cabling. Licensee shall use FRIS copper cable, which will be taken inside a GI rigid conduit pipe. The GI rigid conduit pipe shall be suitably clamped and earthed as per GMRC's requirement.
5. Licensee will also do internal wiring within his space by using GI conduit or fire resistance PVC casing/caping. The licensee shall use FRLS 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 GMRC's approval).
6. Licensee will have to provide a low voltage switchboard with MCBs & ELCB's of required capacity with meter box, etc. and an electronic meter of required capacity at his cost. The energy meter shall be sealed by GMRC and not to be tampered by Licensee in any circumstances.
7. The total demand load & total connected load shall be treated as same; licensee will have to pay applicable demand charges as per the total connected load only.
8. Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations. The work executed by Licensee shall be inspected by GMRC representative for ensuring compliance of specifications/ stipulations of contract.
9. Licensee shall use Energy efficient lighting & shall provide proper lighting fixtures, lamps. electronic ballast etc.
10. Licensee shall use reputed Brand/ make of electrical wiring and switch gear items. The entire work shall be carried by the Licensed Electrical Contractor/Agency at licensee's cost. GMRC's representative may inspect and supervise the work.
11. The power shall be supplied normally at the rate of 0.5KVA/sq. m. of space licensed out Minimum load to be given shall be 2KVA on which the demand charges as applicable shall be paid by the licensee. Additional power up to 5KVA on single phase and thereafter on three phase system if required by the licensee will be supplied, subject to availability at an additional cost and conditions to be stipulated by GMRC.
12. The Energy consumed shall be charged based on Energy Meter Reading (KVAH/KWH) which shall be taken once in a month on a nominated day by the GMRC's representative. Licensee shall provide

Test Report/Calibration report in regard to Energy meter installed. GMRC may ask licensee to recalibrate the Energy meter whenever considered necessary by GMRC.

13. In case, the licensee is found mis-using electricity or tampering with the energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of GMRC.
14. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, meter, connected software, etc. shall be sole property of GMRC. The Licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
15. Connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect. Format of application for connection and lists of documents required are attached at Annexure-1.
16. Licensee has to pay security deposit amount of INR 5000/- and Application fees amount INR 300/-.
17. TARIFF: Rate of electricity shall be charged from Licensee at rates which GMRC is paying concerned DISCOM.

Annexure –9.6B: Format of Application for Power Supply

SN	Item		Details
1	Name of the Licensee	:	
2	Station Name	:	
3	Reference to allotment letter (Copy to be attached)	:	
4	Load Requirement (KW)	:	
5	Details of submission of Advance Consumption Deposited as per Load	:	
6	Details of Cable installed along with earthing (Make and rating)	:	
7	Details of MCCB/MCB installed (make and rating)	:	
8	Details of ELCB installed (make and rating)	:	
9	Details of Energy meter installed (Make and rating)	:	
10	Please confirm whether lockable DB with earthing has been provided and sealed by GMRC representative	:	
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	:	Attached / Not Attached
12	Attach Electrical Declaration along with annexure on appropriate value Non-judicial Stamp paper	:	Attached / Not Attached
13	Attach Electrical Installation Test report (In stipulated format) signed from electrical contractor holding valid License	:	Attached / Not Attached

Procedure

1. After ensuring completion of all electrical works as per stipulations and completion of all safety requirements i.e. Fire safety, clearance by local fire service etc. Licensee shall apply to concerned PD/PB department in above form.
2. Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.

Annexure-9.6C: Electrical Installation Test Report

SN	Description	Details
1	Name & Address of the Applicant	
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 GMRC & that of any other statutory body. All men and material and temporary earthing have been removed from our end & the installation is fit for energizing.

It will be responsible on behalf of Licensee for non-compliance of any of the above. Copy of my valid electrical Contractor license is attached.

Seal & Signature of the Licensee

Seal & Signature of Electrical
Contractor

(Holding Valid License)

Annexure-9.6 D: Declaration

I _____, son/daughter/wife of _____ resident of _____ (hereinafter referred to as the "Applicant", 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 "Applicant", 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 Applicant is an occupant of the premises No _____ at _____, having taken the premises from GMRC on the terms and conditions agreed to with GMRC which include that GMRC may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement, as requested the GMRC to provide an electricity connection at the above-mentioned premises in the Applicant's name for the purpose mentioned in the application form.

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with GMRC 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 by GMRC in 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 Applicant shall have no Objection for the DISCOMs to carry out Inspections of the Applicant's Meters & Equipment & Any Observation made by such Agencies, Which are acceptable to GMRC. shall be binding on the Applicant for Attention/Compliance.
3. That GMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. That the applicant shall pay the full amount mentioned in the Monthly/Bi-Monthly Consumption Bill as raised by GMRC before the last date mentioned in such Monthly/Bi-Monthly Bill. Licensee shall provide Test Report Calibration Report in regard to Energy Meter installed. GMRC may ask Licensee to recalibrate the Energy Meter whenever considered necessary by GMRC.
5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by GMRC, shall be paid and borne by the Applicant.
6. That the Applicant agrees that GMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt by GMRC as a new connection and GMRC would follow the procedure as in the case of a new connection.
7. That GMRC 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 Applicant'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 Rules, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify GMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of GMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. To pay GMRC all costs and expenses that GMRC may incur by reason of a fresh service connection being given to the Applicant.
10. To indemnify GMRC against all proceedings, claims, demands, costs, damages and expenses that GMRC may incur by reason of a fresh service connection given to the Applicant.
11. That GMRC shall not be responsible for any interruption/diminution of supply.
12. Licensee will have to provide a Low voltage switchboard with MCBs & ELCB's of required capacity with Electronics Static Energy Meters having provision of MDL, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of L&T/Havells or similar make along with test certificate shall be arranged by the applicant The meter shall be installed and sealed by GMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever and shall be responsible for its safety.

GMRC shall provide supply, if available, at one fixed point as per GMRC 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 applicant by carrying out GL conduit wiring cabling Licensee shall use FRLS copper cable, which will be taken inside a GI rigid conduit pipe. The GI rigid conduit pipe shall be suitably clamped and earthed as per GMRC's requirement. Approval to the layouts/ schemes/ details shall be taken from GMRC O&M wing

Licensee will also do wiring within his shop/stall/kiosk by using GI conduit or fire resistance PVC. The Licensee shall use FRIS 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 GMRC's approval).

Only FRLS cable of required size shall be used for tapping off supply from GMRC fixed supply to licensee premises.

GMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10kVA. Electrical load requirement exceeding 5 kVA will be given on 3-phase, 415V, 50Hz subject to availability.

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.

GMRC shall not be providing any standby power supply from station DG set or UPS.

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

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

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.

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

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

The power shall be supplied normally at the rate of 0.5 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 will be supplied subject to availability and technical feasibility at an additional cost and conditions to be stipulated by GMRC.

In case, the Licensee is found mis-using Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of GMRC.

13. that the Applicant shall have no objection at any time to the rights of GMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises
14. That the supply shall be used for the purpose that it has been sanctioned by GMRC and shall not be misused in any way to serve any other purpose.
15. That the supply shall not be extended/sublet to any other premises.
16. That the Applicant'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 Applicant's premises.
17. That GMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
18. That GMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connection(s) that may stand in the Applicant's name.
19. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
20. That GMRC 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 GMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by GMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory

requirements.

21. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold /disconnect supply, as the case may be, and forfeit the advance consumption deposit.
22. The applicant acknowledges and accepts that the relationship of the applicant with GMRC is not that of a consumer and a licensee but that of a commercial arrangement where the applicant has taken on lease/license a premise of GMRC and the Electricity connection is being provided as a part of the above arrangement.

The applicant further agrees that this declaration given by him will be construed as an agreement with the GMRC to the above effect.

Date:

Place:

Signature of Applicant
(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. _____

Annexure – 9.6E: Specifications for Electrical Works

1. Applicant is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of GMRC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Applicant. The Applicant 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 up to 5KVA shall be given. Above this, it shall only be given in three phases. License is required to balance load at his end so that no unbalancing occurs at GMRC end.
3. Cables up to 6 Sq.mm will be of copper conductor and above 6 Sq.mm Aluminum conductors may be used. However in case of underground station, use of Aluminum conductor cable is not allowed. Cables for single phase shall be three cores, with one core as earth. For three phase load, four core cables 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 conductors shall be used.
4. For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS. In case of Underground stations, all wires and cables shall be armoured, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS6724.
5. The meter along with MCB & ELCB box will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB are required in case of three phases. 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. Applicant 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 used by GMRC in the E&M works.
9. In case, the Applicant draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Applicant pays necessary penalty as per DERC norms and removes excess load.
10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and Signage's in signage's panel shall also be FRLSZH in case of UG stations.
12. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

Table: 1 -- Rating of Electric Items

	Power Requirement (KVA)	Rating of MCB (A, 10kA)	Rating of ELCB (A, mA)	Cable Size Copper (Sq.mm.) DB to Applicant premises
ELEVATED STATION	0 - 0.1	0.5	16, 30	1.5
	0.1 - 0.2	1	16, 30	1.5
	0.2 - 0.5	2	16, 30	1.5
	0.5 - 0.7	3	16, 30	1.5
	0.7 - 0.9	4	16, 30	1.5
	0.9 - 1.2	5	16, 30	1.5
	1.2 - 1.4	6	16, 30	1.5
	1.4 - 2.3	10	16, 30	2.5
	2.3 - 3.7	16	16, 30	4
	3.7 - 4.6	20	25, 30	4
	4.6 - 7.4	32	32, 30	6
	7.4 - 9.2	40	40, 30	10
	9.2 - 10.0	50	63, 30	16
UNDER GROUND STATIONS	0 - 0.1	0.5	16, 30	3 Core x 4 Sq.mm (for single phase)
	0.1 - 0.2	1	16, 30	3 Core x 4 Sq. mm (for singlephase)
	0.2 - 0.5	2	16, 30	3 Core x 4 Sq. mm (for single phase)
	0.5 - 0.7	3	16, 30	3 Core x 4 Sq. mm (for singlephase)

List of Approved Makes

SN	Item	Approved Makes
1.	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked
2.	GI Conduit Accessories	Confirming to BIS as per approved samples
3.	Copper Conductor FRLS, PVC insulated wires	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
4.	Copper Conductor FRLSZH , PVC insulated wires	Polycab, Ducab Dubai, Cords Cables, KEI.
5.	FRLS Cables	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
6.	FRLSZH , PVC Cables	Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.
7.	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider)
8.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder
9.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schnieder
10	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati.
11	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton

Annexure- 9.6 F: 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 stars rated. Approved makes 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 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-enamelled 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 paintings are also acceptable in lieu of stove enamelled finish.
6. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.
7. Maximum power consumption of the split air conditioners shall be at capacity rating test conditions.
8. Galvanized sheet shall conform to IS:277/2003.
9. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 mtrs length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
10. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.
11. 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-O as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.
12. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.
13. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed (Three speeds) and setting up of temperature.
14. 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. Drainpipe (15mm die flexible PVC pipe).
 - v. Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect both the units with each other.
15. Installation: Location of ODU is to be finalized after approval from GMRC. 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 drainpipe 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 is also included.

Annexure-9.6 G: 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.

Table - 1

TYPE & SPECIFICATAION: BIS approved stored pressure extinguisher as per IS 15683:2006 and of type 'A', 'BC' or 'ABC' conforming to risk protection as per IS 2190:1992. (Kg and Litres can be converted in same ratio i. e. 5Kg = 9 Litres) 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 Litres 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 -1.

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, Applicant is required to obtain details of recommended suppression and detection system from GMRC in the beginning.

Annexure-10: Undertaking for Non-Banned Business with Government

“As on date of tender submission (i) GMRC/MOHUA/Gujarat-Government have not banned business with us or (ii) Any central/state government department/PSU /other Government entity or local body have not banned business with us which is applicable to all ministries (approved by the committee of economic secretaries Ministry of Commerce)”.

STAMP & SIGNATURE OF
AUTHORISED SIGNATORY

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium
2. The undertaking shall be signed by authorised signatory of the tenderer or constituent member in case of JV/Consortium.

Annexure – 11**FORM OF BANK GUARANTEE FOR TENDER SECURITY**

(To be stamped in accordance with relevant Stamp Act, if any, of the country of issuing bank)

B.G. No.

Dated:.....

- 1 In consideration of you, Gujarat Metrorail Corporation (GMRC) Ltd. a company incorporated under the Companies Act, 2013 and having its registered office at Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India (hereinafter referred to as the "Employer", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of (a company registered under the Companies Act, 2013) and having its registered office at (and acting on behalf of its Consortium, wherever applicable) (hereinafter referred to as the "Tenderer" which expression shall unless it be repugnant to the subject or context thereof include its/ their executors, administrators, successors and assigns), for "Licensing of Space for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in Tunnels Section and Underground Stations of: Chowk Bazar, Maskati Hospital, Surat Railway Station, Central Warehouse, Labheshwar Chowk and Kapodra of North-South Corridor of Gujarat Metro Rail Phase-I Surat Network"[hereinafter referred to as "the Works"] pursuant to the TENDER NO.: **GMRC/S&T/IBS/SURAT/PH-1/2026**, dated _____ issued in respect of the Works and other related documents including without limitation the draft Contract Agreement (hereinafter collectively referred to as "Tender Documents"), we-----
----- (Name of the Bank) having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Tenderer, do, hereby, in terms of Clause C.18 of 'Instructions to Tenderers', irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of INR. ***** (Indian Rupees ***** only) (hereinafter referred to as the "Tender Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.
- 2 Any such written demand made by the Employer stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Tender Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of the Employer is disputed by the Tenderer or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR. ***** (Indian Rupees ***** only).
4. That this Guarantee commences from the date hereof and shall be irrevocable and remain in force till: _____ and it should be payable to either Gandhinagar / Ahmedabad branch office of particular bank.
 - a. The Tenderer, in case its Tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Guarantee from a Scheduled Commercial Indian Bank based in India (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule.
 - b. Sixty days after the date of validity or the extended date of validity of the Tender, as the case maybe
- 5 We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity

period set forth in the said Tender Documents, and the decision of the Employer that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.

- 6 The Tender Security shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Acceptance by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- 10 It shall not be necessary for the Employer to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
- 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 13 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. *** ----- (Indian Rupees ***** ---- only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 60 days after the Tender Validity Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms., its and authorised official. (Signature of the Authorised Signatory) (Official Seal)

Annexure-11A**UNDERTAKING FOR ENCASHMENT / FORFEITURE OF TENDER SECURITY**

We, _____ (Legal Name of JV/Consortium) hereby confirm that Tender Security submitted in the form of FDR/Bank Guarantee (tick whichever is applicable) for the Contract _____ (Contract no.) in the name of _____ (name of the substantial member of JV/ Consortium on whose name Tender Security is submitted) is on behalf of _____ (Legal Name of the JV/Consortium).

We also undertake that in the event of encashment / forfeiture of Tender Security by the Employer in terms of tender provisions, none of the constituent members of _____ (Legal Name of JV/Consortium) will have any objection for the same.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY(IES)

Note :

1. The undertaking is to be submitted in case the tender security (in form of FDR / Bank Guarantee) is submitted in the name of JV/ Consortium Members.
2. JV / Consortium Member on whose name the tender security is submitted shall be substantial member.

Annexure – 12

FORMAT OF PRE-BID QUERIES

[illegible]

Annexure – 13**ELIGIBILITY CRITERIA & WORK EXPERIENCE****Tenderer's legal name****Participation in Tender (Sole bidder or JV/Consortium)****Name of Lead Member..... (In case of JV/Consortium, NA for Sole bidder)**

S. No.	Particulars	Yes / No / Remarks (if any)	Reference Page Nos. on which documentary proof is enclosed
1.	Whether bidder is registered with Department of Telecommunications, Government of India as authorized Infrastructure provider in IP-1 category or not? (Copy of valid DoT/IP-1 Licence is required to be submitted. In case of JV/Consortium, the above needs to be fulfilled by the lead member)		
2.	Whether bidder has executed In-Building Solution (IBS) works for providing shared Mobile Coverage Solution for Metro Rail Network/ Airports/Multistoried Buildings or Malls for GSM/CDMA/Wi-Fi/VoLTE operators or not? (Experience certificate duly issued by client to be submitted)		
3.	Whether agency engaged in installation of IBS has minimum experience of one year in managing In-Building Solutions (IBS) for providing shared Mobile coverage solutions for various types of telecom operators like GSM/CDMA/Wi-Fi/VoLTE in public areas or not. (Experience certificate duly issued by client to be submitted)		
4.	Whether Pre-submission signed-off document/ Letter of Intent (LOI) by at least two (2) leading mobile operators with the bidding IP1 on acceptability of Design & Technical solution submitted or not? (Pre-submission signed-off document/ Letter of Intent (LOI) to be submitted)		
5.	Brief description of the project: (for which work experience certificate is submitted by bidder)		

NOTES:

1. Separate sheet for each work experience along with client's certificate to be submitted.

Annexure – 14**FINANCIAL BID FORM**

(To be submitted online)

1. Name of the Bid/RFP: Licensing of Space for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in Tunnels Section and Underground Stations of: Chowk Bazar, Maskati Hospital, Surat Railway Station, Central Warehouse, Labheshwar Chowk and Kapodra of North-South Corridor of Gujarat Metro Rail Phase-I Surat Network.

2. Tender No.:

3. Initial tenure of License: Nine (9) years

I/we hereby offer the following rate of monthly license fee in Rupees for licensing of space for GSM/CDMA room at stations required for Placement and operation of Telecommunication Equipment for In-Building solutions (IBS) for providing shared Mobile (Cellular) coverage (2G/3G/4G/5G) in Tunnel & Underground section/station, payable to GMRC as specified in Bid/RFP Document.

S. N.	Underground Station Name	Monthly License Fee (in INR) (Exclusive of GST)	
		In Figures	In Words
1	Chowk Bazar		
2	Maskati Hospital		
3	Surat Railway Station		
4	Central Warehouse		
5	Labheshwar Chowk		
6	Kapodra		
7	Total Sum		

Note:

i. Above license fee for GSM/CDMA room is for approx. size of 10 sqm room per station. In case, if actual handed over space is more than 15% (1.15 times) of 10 sqm, then license Fee will be increased on pro rata basis for actual handed over area of the room at respective stations.

- ii. All other charges as per para 6.8 of the bid document will also be applicable and payable over and above the quoted rates for Six stations.*
- iii. It is mandatory to quote for all the six stations by a bidder or else offer will be summarily rejected.*
- iv. If there is any discrepancy between words & figures, the amount in words shall prevail.*
- v. Bidder is required to quote his price in the financial bid as per above table. Work shall be awarded to the Bidder quoting highest (H1) quote of total sum for 6 stations (Sl. no. 7 in above Table).*
- vi. Minimum reserved price shall be **Rs. 93,767/-** per station per month.*

Annexure – 15**Check List for submission of Tender**

Sr. No.	Document to be Submitted	Yes or No
A	Envelope – 1 <ul style="list-style-type: none"> Tender fees in the form of Demand Draft /Banker's cheque – To be submitted physically along with copy of GST registration number in Envelope – 1. Tender Guarantee/EMD in the form of "Bid Security" – To be submitted physically in Envelope–1 on letter head of bidder & also to be uploaded online 	
B	Envelope – 2 <ul style="list-style-type: none"> Envelope-2 comprising of Original and Copy of "Qualification cum Technical Package" (preferably in spiral or book binding) along with index, page numbering, sign & stamp on each page by the POA holder. Also, scanned copy of Technical Package to be submitted online on https://tender.nprocure.com . Financial Package is to be submitted online only. 	
C	Envelope – 3 <ul style="list-style-type: none"> Envelope-3 comprising of "Signed and Stamped Tender Document" and Addenda/ Clarifications (if any), preferably in spiral or book binding. 	