



MUMBAI METRO RAIL CORPORATION LTD
(JV of Govt. of India and Govt. of Maharashtra)

EOI FOR
LICENSING OF SPACES NEAR METRO STATIONS FOR SETTING UP
ELECTRIC VEHICLE CHARGING STATIONS

Policy No. MMRC/NFBR/EV-Charging-Policy
September 2024
(effective till 31-March-2025)

Mumbai Metro Rail Corporation Limited (MMRC)
Hallmark Business Plaza, 8^o Floor, Sant Dnyaneshwar Nagar, Bandra East, Mumbai 400051
www.mmrc.com

Disclaimer

All information provided as a part of this Policy to the prospective Bidding Entities by Mumbai Metro Rail Corporation Limited (MMRCL) is subject to the terms and conditions as laid down in this document. The objective of this RFP is to provide information to the interested entities about the commercial opportunity and to facilitate their application for the same. MMRCL makes no representation or gives any warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP Document. Each Bidding Entity is advised to conduct its own assessment of the opportunity and obtain independent advice from appropriate sources as deemed necessary. MMRCL may, at their absolute discretion, and without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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1. Definitions

Term	Definition
Authority / Licensor	Mumbai Metro Rail Corporation Ltd (MMRCL)
Mumbai Metro Line 3	33.5 km Metro Line from Cuffe Parade to Aarey in Mumbai
Commissioning of Metro	Date from which commercial operations of station is commenced
Policy	Licensing of Spaces Near Metro Stations For Setting Up Electric Vehicle Charging Stations
Applicant	Entity submitting Application for grant of License in accordance with this Policy
Appointed Applicant	Applicant whose Application has been approved by the Authority
Proposal	Submissions by the Applicant towards this Policy
License	Rights to install Electric Vehicle charging infrastructure at designated spaces near Metro Line 3 stations
Licensee	Appointed Applicant to whom License is granted post signing of the License Agreement
License Agreement	Contract between Licensee and Client wherein Client grants rights to License of Spaces Near Metro Stations For Setting Up Electric Vehicle Charging Stations
License Period	Period for which the License is granted
Lock-in Period	Period for which the Licensee cannot terminate the License
License Fee	Consideration for grant of License to be paid for the of Spaces Near Metro Stations For Setting Up Electric Vehicle Charging Stations
Escalation	% increase in License Fee / other charges applied per annum

Term	Definition
Performance Security	Interest-Free Bank Guarantee or Demand Draft or Bankers Cheque furnished by the Licensee as security deposit against non-performance of Licensee's obligations
Net Worth	Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation
Gross Revenue	Total revenue earned by a business in a financial year
Commencement Date	Date of commencement of License Agreement as defined in the Policy document

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2. Letter of Invitation

Policy No: MMRC/NFBR/EV-Charging-Policy

Sub: Letter of Invitation (LOI) for Applications from interested entities for Licensing of Spaces Near Metro Stations For Setting Up Electric Vehicle Charging Stations

Dear Sir / Madam,

Mumbai Metro Rail Corporation Limited (MMRCL), is the nodal agency responsible for the implementation of Mumbai Metro Line 3 (ML3) project. It has been constituted as a JV of the Govt. of India (GoI) and the Government of Maharashtra (GoM) on 50:50 sharing basis.

The purpose of this Policy is to appoint a Licensee for Licensing of Spaces near Metro Line 3 stations for Licensing of Spaces Near Metro Stations For Setting Up Electric Vehicle Charging Stations. The eligibility criteria, commercial terms and other provisions have been detailed out under various sections of this Policy document. MMRCL shall evaluate all Applications received and grant the License to the eligible Applicant (s) as per the outcome of the evaluation of the Application by MMRCL as detailed in this Policy.

The Policy document shall be available for free download at the MMRCL website. Further updates may be made to this Policy by MMRCL from time to time, which shall be updated on the MMRCL website.

For further details, you may contact:
Mr. Swetal Kanwalu, DGM (Town Planning),
Planning Dept, MMRCL, Hallmark Business Plaza, 8th Floor,
Sant Dnyaneshwar Nagar, Bandra East, Mumbai 400051
Email: swetal.kanwalu@mmrcl.com,
Tel: 022-69061355/69

Sincerely,
Sd-
R Ramana
Director (Planning & Real Estate Dev./NFBR)
September 30, 2024 | Mumbai

3. Objective of this Policy

- 3.1 The Authority intends to provide passenger convenience facilities such as EV charging points in the proximity of metro stations.
- 3.2 It is intended to promote the adoption of electric vehicles by integrating EV charging stations at Line - 3 metro stations, offering convenient access to charging infrastructure for commuters and encouraging the shift towards sustainable, eco-friendly transportation solutions
- 3.3 The Authority has identified Licensing of Spaces Near Metro Stations for Setting Up Electric Vehicle Charging Stations as one of the revenue heads for Non-Fare Box Revenue (NFBR) generation.
- 3.4 The purpose of this Policy is to appoint Licensee(s) for Licensing of Spaces near Metro Line 3 stations for Licensing of Spaces Near Metro Stations For Setting Up Electric Vehicle Charging Stations.
- 3.5 Spaces are currently available on License basis across 5 out of 27 stations of Metro Line 3. This Policy will be applicable for future available spaces at other Metro Line 3 as well.
- 3.6 In this reference, the Authority invites Applications from interested firms and other qualified and Applicants for availing space offered for Setting Up Electric Vehicle Charging Stations on License basis.

4. About Mumbai Metro Line 3

4.1 About Mumbai Metro Line 3

- a) Mumbai Metro Rail Corporation Ltd (MMRCL), a JV-SPV (50:50) of Government of India (GoI) and Government of Maharashtra (GoM) is implementing Mumbai Metro Line 3 which is a 33.5 km underground metro corridor with 26 underground stations and 1 at grade station.
- b) Work on the construction of Mumbai Metro Line 3 is in full swing, with overall project progress of greater than 93% as of August-2024.
- c) The metro is scheduled to be commissioned in two phases (actual commissioning phases may be different):
 - a) Phase 1: Aarey to BKC by September 2024 – 99% complete
 - b) Phase 2: BKC to Cuffe Parade by March 2025 – 87% complete
- d) Salient features of the line:
 - a) Train capacity 3,000 passengers (8 cars @ 8 passengers/m²), designed for peak hour peak direction traffic (PHPDT) of 72,000 passengers
 - b) Energy efficient modern rolling stock (25 KV AC traction) with regenerative braking system
 - c) Fully air conditioned
 - d) Platform screen doors for passenger safety and energy efficiency
 - e) Communication Based Train Control (CBTC) signaling system for driverless train operations
 - f) 2-level stations provided with escalators & lifts, designed as barrier free access for persons with disabilities
 - g) Automatic Fare Collection (AFC) system that can lead to integrated ticketing
 - h) Maximum train design speed of 95 kmph; journey speed of ~35 kmph

4.3 Alignment of the Metro Line 3



4.4 Interchanges

- i. Metro Line 3 forms an integral part of the Mumbai Metro Master Plan as it provides unprecedented connectivity to Mumbai's business districts as well as major transport hubs in the city:
 - a) ~ 30 employment clusters; Government and private offices
 - b) ~ 12+ education institutions - schools, colleges & university
 - c) ~ 11 major hospitals
 - d) ~ 10 major transportation hubs
 - e) ~ 25 religious & recreations areas
 - f) ~ 3 million population in influence zone
- ii. The planned interchanges will allow for unparalleled rapid access to all parts of the city.
 - a) Interchanges with operational lines –
 - i. Versova-Ghatkopar Line 1 at Marol Naka
 - ii. Chembur-Jacob Circle Monorail at Jacob Circle
 - b) Interchanges with upcoming lines –
 - i. Andheri West-Mankhurd Line 2B at Bandra Kurla Complex
 - ii. Andheri East-Mumbai Airport Line 7A at CSIA T2
 - iii. Mumbai Airport-Navi Mumbai Airport Line 8 at CSIA T2
- iii. Line 3 also provides rapid connectivity to –
 - a) Major transport hubs and transport stations in the city including the CSMT, Churchgate, Mumbai Central (suburban & long distance) train stations.
 - b) Business Districts of Nariman Point, Lower Parel, Worli, BKC and SEEPZ
 - c) Airport Terminals of T1 (Domestic) and T2 (International)
 - d) Retail Malls like Phoenix High Street Lower Parel, Jio World Drive BKC, etc.
 - e) Educational Institutions like Jai Hind, KC & HR Colleges at Churchgate, St. Xaviers College at CST, Rachana Sansad, Kalina University, etc.
 - f) Tourist & Religious locations like Colaba, Fort, Girgaon, Siddhivinayak Temple, etc.

5. Electrical Vehicle Charging Point Inventory

- 5.1 The number of locations available in proximity of Line 3 is given below.
- 5.2 Interested Parties are required to go through the EV Charging point inventory identified in the table below and Annexure 8 as well as undertake site surveys to assess the accessibility, feasibility of setting up EV charging infrastructure and the financial potential of the sites.

Station Name	No. of EV Charging spots*	Size of EV Charging Space*
Cuffe Parade	TBD	
Siddhivinayak	TBD	
BKC Metro	TBD	
SEEPZ	TBD	
Aarey JVLR	TBD	
Grand Total		

Note: Spaces are currently available on License basis across 5 out of 27 stations of Metro Line 3. This Policy will be applicable for future available spaces at other Metro Line 3 as well.

*Estimated

6. Scope of the License

6.1 Licensee shall be responsible for the following activities:

- i. Utilise the licensed space only for installation and operation of Electrical Vehicle Charging Points (EVCP)
- ii. Submit the detailed design/ layout of each EVCP applied for including placement of equipment, electrical connection, structural design along with other relevant details, which the Authority shall evaluate with respect to structural stability, operational feasibility, safety & security and aesthetics
- iii. Submit revised plan for approval if the Authority raises any objections to the submitted plan, and seek approvals from Authority for all further modifications/ revisions in plan
- iv. Designing of all units / structures to complement metro rail architecture
- v. Procurement, fabrication, installation and erection of equipment at its own cost within the Licensed spaces only. The equipment installed shall follow the specifications of EV charging as formulated by GoI (<https://e-amrit.niti.gov.in/standards-and-specifications>).
- vi. Obtain all approvals, permits, NOC etc. from all relevant authorities including different tiers of government, statutory, local, civic authorities, at its own cost as per the applicable laws for operation of business
- vii. Appoint an authorised representative to interact with the Authority representative for matters related to this License
- viii. Operate, manage and maintain the licensed spaces and equipment
- ix. Comply with all statutory requirements in connection with License Agreement
- x. Procure required permissions, connections, approvals and make installation and operation payments to DISCOMs.
- xi. Ensure regular and timely payments of all amounts due to Authority and discharge all obligations as per License Agreement
- xii. Payment of all applicable statutory taxes, local levies, stamp duty, etc. as and when due and the onus of payment of these taxes shall be on the Licensee
- xiii. No third-party advertisements are allowed on the spaces under reference
- xiv. Other activities including but not limited to using the space for parking are not permitted within the Licensed spaces. Vehicles should enter the EV charging premises for charging purposes only. Parking beyond the time stipulated by the authority is strictly prohibited.

- xv. The EV charging space should not create hinderance to the thoroughfare and shall not affect the traffic in the nearby area.
- xvi. The allocated space shall be used strictly for EV charging business only and shall not be used for any other purpose.
- xvii. The EV charging space shall adhere to the road safety norms and guidelines given by Regional Transport Office (RTO), BMC, Ministry of Road Transport or any other relevant authority.
- xviii. Electrical safety of the EV charging premise is paramount and the Licensee shall be solely responsible for the electrical safety of the premise. The Licensee shall adhere to the electrical safety guidelines given by MMRCL and other relevant authorities and shall obtain all the required NOCs. The Licensee shall indemnify the Authority from any accidents caused on the premise.
- xix. The EV charging station shall comply with Bureau of Indian Standards (BIS).
- xx. The Licensee shall provide full and complete access to the dashboard to the Authority where the Authority has access to charging data.
- xxi. The Authority allows the Licensee to use the space for battery swapping purpose. If the Licensee intends to use the space for battery swapping, they shall inform the Authority, and the Authority shall set a tariff for the same. In such a case all the terms of this RFP shall be applicable to the battery swapping business as well.

7. Eligibility Criteria

- 7.1 Applicant should be a company incorporated under the Companies Act 1956 / 2013 or any other legal entity as per Indian law.
- 7.2 Applicant should have minimum experience in installing, operating and managing EV Charging infrastructure business as specified in this document.
- 7.3 Applicant should have minimum Average Annual Turnover and Net Worth as specified in this document.
- 7.4 Consortium or Joint Ventures (JV) participation has been detailed in this document.
- 7.5 Financial eligibility of the Applicant, or its immediate / ultimate parent entity, holding a controlling majority stake in the Applicant, shall be considered.
- 7.6 In all such cases where the Applicant submits the financials of its holding entity, the Applicant shall submit such parent's audited financial statements and the shareholding details of the Applicant along with the undertaking from the Parent Entity.
- 7.7 Applicant or any of its immediate / ultimate parent entity should not have been debarred from participating in tenders with any of the following authorities:
 - i. MMRCL or any other Metro / Railway Organization in India
 - ii. Any Planning Authority in Maharashtra including MMRDA, MCGM, etc.
 - iii. Any Central or State Ministry or Department in India
 - iv. The Applicant shall make this declaration in its Application Letter as per the prescribed format
 - v. In case at a subsequent date, the successful Applicant is found to be debarred, Authority shall have full rights to terminate the License or disqualify for this License as applicable. In such cases, Performance Security furnished by the Applicant / Licensee shall be forfeited.

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Eligibility	Description	Documentary Proof Acceptable
<p>Technical Eligibility Criteria</p>	<ul style="list-style-type: none"> • Experience of at least one project involving installation and operation of EV Charging (minimum 4 charging units) 	<ul style="list-style-type: none"> • For companies incorporated in India, Certificate of Incorporation/ Registration under Companies Act 1956 / 2013 or Partnership Firm registered under the LLP Act • Self-certified copy of contract for installation done at transportation site. Ongoing projects shall be considered for eligibility. • Company presentation with an overview of the organization and its businesses • All documents to be self certified by the authorized signatory

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Eligibility	Description	Documentary Proof Acceptable
Financial Eligibility Criteria	<ul style="list-style-type: none"> Minimum average annual turnover of Rs 5 Crore in the preceding three financial years AND Positive net worth as of 31-Mar-2024 	<ul style="list-style-type: none"> Audited financial statements for preceding three financial years FY23-24, FY22-23 & FY21-22 For the purposes of this Policy – “Turnover” shall mean Gross Revenue from telecommunication businesses of the Applicant “Net Worth” shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation Applicant shall produce Statutory Auditor / reputed Chartered Accountant certificate for the above in the prescribed format
Consortium or Joint Ventures	<ul style="list-style-type: none"> Not permitted 	

8. Key Commercial Terms

Key Terms	Description
Contract Type	License Agreement between Licensor (MMRCL) and Licensee (Appointed Party)
License Period	5 (five) years extendible by another 3 (three) years
Lock-In Period	1 (one) Years
Notice Period	6 (six) months notice for termination after Lock-In Period; for e.g. if License Period starts on 1-Oct-2024 and Lock-in Period ends on 31-Oct-2025, then the earliest Notice may be served on 1-May-2025
Extension Period	At the time of Expiry of License, the Authority shall have the discretion to extend the period by another 3 years at the License Terms decided by the Authority at that time, provided that the Licensee has met its obligations throughout the License Period to the satisfaction of the Authority
Handover of Site by Authority	Within 7 (seven) days of execution of the License Agreement
Commencement Date of License	License Period shall start from the end of the fitment period
Sub-Licensing	Not Permitted
Fitment period	1 month from handover of the site
Right of First Refusal	Based on its discretion, the Authority may allow the Licensee to have the Right of First Refusal (RoFR) in subsequent tenders to match the highest bid if the Licensee's bid is within 10% of the winning bid, and the License shall be as per the updated terms and conditions of the new License Agreement

Key Terms	Description
Space Available	<ul style="list-style-type: none"> • Authority shall provide equivalent car/bus space at each stations as per the table in Annexure 8 • The entire installation shall fit within this space • Road/ traffic conditions and regulations of civic/ statutory authorities with regard to such installations must be taken care of by the Licensee • Applicant shall submit detailed design and installation plan for approval by the Authority
Costs involved	<ul style="list-style-type: none"> • The Licensee shall be required to incur following costs during the License Term: <ul style="list-style-type: none"> • License Fee and Performance Security • Construction and operation of the EV Charging Points • Installation of meters, utility charges on actuals • Applicable taxes including GST and stamp duty • Statutory levies as applicable • Insurance Premium for equipment, if any

Key Terms	Description
Electricity & Utilities	<ul style="list-style-type: none"> • Separate meter shall be procured and installed by the Licensee based on the recommendation by the Authority • Utility charges for electricity to be billed on actuals on a monthly basis payable within the prescribed due date • The rate charged to the Licensee would be at a rate which the electricity distribution company would levy on such a customer • Authority shall accommodate provision for earthing required by the Licensee at no additional cost
License Fee & Application Details	<ul style="list-style-type: none"> • License Fee shall be as per the Tariff published below – <ul style="list-style-type: none"> • Licensee Fee as per Schedule of Rates mentioned in this document. • The tariff is exclusive of applicable taxes • License Fee shall be escalated by 6% every year • Inventory of all EV Charging Points is given in Annexure 8 • Licensee has to submit can submit Application for all units at a station

Key Terms	Description
Payment Terms	<ul style="list-style-type: none"> • License Fee payable quarterly in advance • Invoice shall be raised by 5th of the month prior to each quarter and payable by 20th of the same month • In case of non-receipt of any invoice, Licensee shall collect the same from the office of the Authority • Licensee shall make payment of License Fee by demand draft, banker's cheque or online banking modes in favour of Mumbai Metro Rail Corporation Limited, payable at Mumbai
Performance Security	<ul style="list-style-type: none"> • Interest Free Performance Security (PS) to be furnished by the Licensee • Up to Lock-In Period, PS shall be for an amount equal to 12 months License Fee adjusted for escalation (with validity of 1 year in case of a Bank Guarantee) • Post expiry of Lock-In Period, PS shall be for an amount equal to 6 months License Fee adjusted for escalation (with validity of 1 year in case of a Bank Guarantee) • PS shall be furnished in the form of a Demand Draft or Bankers Cheque or Bank Guarantee (BG) • The Licensee shall, 2 weeks prior to the expiry of the Performance Security, extend it by another 12 months and augment the BG / furnish additional Demand Draft equal to 6 months License Fee of the subsequent year (adjusted for escalation) till the end of License Period • The Authority has the right to invoke the Performance Security in case of Event of Default or other such situations as described under various sections in this Policy

Key Terms	Description
Procedure for Grant of License	<ul style="list-style-type: none"> • Applicant shall submit its Application along with the prescribed Annexures as specified in this Policy document. • Authority will examine the Application submitted by the Applicant and shall have the sole discretion in granting the License. • The Authority reserves the right to reject any / all Applications and / or annul this Policy at any time for whatsoever reason. • Authority shall process the Application and issue its approval or otherwise. • The Appointed Party is required to furnish the Performance Security and execute the License Agreement within 30 days of receiving such approval.

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9. Schedule of Rates

The station wise categorization is as per the table below:

SN	Station	Area allocated for EV charging (sqft)
1	Cuffe Parade	
2	Siddhivinayak	
3	BKC Metro	
4	SEEPZ	
5	Aarey JVLR	

- The tariff (also referred to as License Fee) of Rs. 6,000 per month per car bay will be charged for car spaces and Rs. 7,500 per month per bay will be charged for bus spaces. The mentioned tariff is exclusive of GST and other taxes.
- The License Fee shall be escalated 6% annually.
- The fixed tariff mentioned above shall be applicable for first 6 months of the License period. After 6 months the License Fee charged per station shall be higher of the fixed tariff mentioned (adjusted to escalation) or revenue share of Rs 2.5 per Unit (Kwh) of utilization.
- In a scenario where there are more than one eligible applicant for the same space, the Authority shall award the space to the applicant with higher turnover.

10. Application Procedure

- 10.1 The Applicant shall make a request on its letter head in the Application format specified in the Annexure via physical letter or email.
- 10.2 The Applications will be registered on first-come, first-serve basis and Confirmation of the registration will be sent via email by MMRCL.
- 10.3 The Applicant shall bear all costs associated with the preparation and submission of its Application and subsequent correspondences, and the Authority shall not be liable for those costs, regardless of the conduct or outcome of the evaluation process.
- 10.4 License Fee plus applicable taxes shall be paid / submitted by the Applicant in the form of Demand Draft / Banker's Cheque / Online banking modes drawn on any scheduled commercial bank in favour of Mumbai Metro Rail Corporation Limited payable at Mumbai within 30 working days of receiving Approval from MMRCL and prior to signing of the License Agreement, failing which the Applicant may lose its priority.
- 10.5 The information published in the Policy document will form the basis for evaluation of the Application of the Interested Parties. The Interested Parties shall abide by the instructions given in this Policy document. The Application shall comprise all the documents and forms listed in the submission guidelines.
- 10.6 The Application and all the related correspondence and documents shall be written in English language only.
- 10.7 The Applicant shall pay / submit the interest-free refundable security deposit within 30 days of receiving the Approval from MMRCL and prior to signing of the License Agreement.
- 10.8 Application shall be signed by the Authorized Signatory of the Applicant.
- 10.9 The Applicant shall be required to submit the Application along with Application fees of Rs. 1,000/- (Rupees one thousand only) in the form of Bankers Cheque/ Demand Draft drawn in favour of Mumbai Metro Rail Corporation Limited payable at Mumbai.
- 10.10 The Application form along with required documents as specified in the Policy shall be sent to the following address: c/o Mr. Swetal Kanwalu, DGM (Town Planning), Planning Dept, MMRCL, Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar, Bandra East, Mumbai 400051 Email: swetal.kanwalu@mmrcl.com, Tel: 022-69061355/69
- 10.11 Any queries pertaining to the Policy document shall also be sent at the above address.

11. Evaluation of Application

- 11.1 The Authority's evaluation committee shall evaluate the Application along with all the requisite documents.
- 11.2 Conditional Proposals shall be rejected outright by the Authority.
- 11.3 The Authority shall evaluate all Applications received and grant the License to the eligible Applicant on first-cum first-serve basis.
- 11.4 Further, in the event of the Appointed Party withdrawing its Application or not being selected for any reason in the first instance for the License, the Authority without being under any obligation to do so, may at its sole discretion, blacklist the Appointed Party which has withdrawn its Application.
- 11.5 The Authority reserves the right to reject any/all Applications or withdraw the Policy at any stage without assigning any reasons whatsoever. Nothing contained herein shall confer a right upon an Applicant or any obligation upon the Authority.
- 11.6 The Applicant hereby voluntarily and unequivocally agrees that the Authority shall not be under any obligation or be liable for any acceptance, rejection or annulment of any/all Applications and the Applicant shall not seek any claims, damages, compensation or any other consideration whatsoever on this account, from the Authority.
- 11.7 Penal Action:
 - i. The Appointed Applicant after grant of License shall perform its obligations under the License Agreement by adhering to the terms and conditions set forth therein, failing which it shall be construed upon as the Licensee has defaulted in honouring contractual obligations and the defaulting Licensee after termination of the License Agreement shall thus be liable for penal action so as to debar the defaulting Licensee from having dealing with the Authority either permanently or for the period as shall be decided by the Authority.
 - ii. The penal action shall be without prejudice to the rights and remedies available to the Authority and also be in addition to the action to be instituted against the defaulting Licensee under other terms and conditions of the License Agreement.

12. Other Terms and Conditions

12.1 General Terms

- 12.1.1 Applicant shall be responsible to obtain any / all permissions from all other concerned agencies, wherever required.
- 12.1.2 In case of any loss and / or damage caused to MMRC's property, the applicable amount will be deducted from the Security Deposit or charged additionally in case it exceeds the security amount.
- 12.1.3 MMRC shall not be held responsible for any liabilities, bodily injuries, deaths, losses, lawsuits, claims, demands, fines, damages, costs and expenses (including all costs for investigation and defence, and expenses including legal fees thereof) which are caused by the actions of the Applicant organization and / or by any participant during the normal course of operations or installation.

12.2 Corrupt & Fraudulent Practices

- 12.2.1 The Applicant and their personnel shall observe the highest standard of ethics during the Application process and must not indulge in any corrupt or fraudulent practice defined here under:
 - i. 'Corrupt practice' is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
 - ii. 'Fraudulent practice' is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead a party to obtain financial or other benefit or to avoid an obligation.
 - iii. 'Collusive practices' is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
 - iv. 'Coercive practices' is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

13. Arbitration

- a. If the dispute cannot be settled amicably within sixty (60) days after serving notice of dispute, the Parties may endeavour to settle the dispute by way of an arbitration under the provisions of the Arbitration & Conciliation Act, 1996 including its amendments thereof. Venue of arbitration shall be Mumbai.
- b. The sole arbitrator shall be appointed by MD MMRCL within 30 days from the date of first written intimation of the intent to resolve the dispute by arbitration.
- c. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs. 50 Lakh and to a panel of three Arbitrators, if total value of claims is more than Rs. 50 Lakh. The same shall be appointed as per the provision of the Arbitration and Conciliation Act, 1996, including its amendments thereof.
- d. The seat of arbitration shall be Mumbai and the language of arbitration shall be English.
- e. The decision of the arbitrator shall be final and binding upon the Parties.
- f. Both the parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole arbitrator.
- g. The parties agree that the existence and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.
- h. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to the Authority as per the License Agreement.
- i. If the Licensee / Authority is still not satisfied with the Arbitration award, they may approach the relevant courts of law. Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the License.

Annexure 1: Application Letter

< to be submitted on Applicant's letterhead >

To,

Director (Planning & Real Estate Dev./NFBR),
Mumbai Metro Rail Corporation Limited (MMRCL),
Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar,
Bandra East, Mumbai 400051

Sub: Application towards Policy for Appointment of Licensing of Spaces Near Metro Stations For Setting Up Electric Vehicle Charging Stations

Sir,

Being duly authorized to represent and act for and on behalf of
(the 'Applicant'), the undersigned hereby submits our Proposal Licensing of Spaces Near Metro Stations For Setting Up Electric Vehicle Charging Stations, according to the terms and conditions of this Policy.

We hereby apply for Rights to install and operate EV Charging Points at the following Stations:

Station	No. OF EV Charging Units	Rate per (Rs per month) – (B)	License Fee (Rs per month) – (A x B)
		6,000/- + GST for Car bay or 7500/- + GST for Bus bay	

MMRCL's representatives may contact the following for further information:

Name & Designation:

Phone & Email:

This Application is made with full understanding that MMRCL reserves the right to reject or accept any / all Applications and / or cancel the Policy, for which MMRCL shall not be liable nor under any obligation to inform the Applicant of the same.

We, the undersigned, declare the statements made and the information provided in our Application Letter are complete and accurate. We confirm that we have read, understood and accepted the terms and conditions of this Policy. We undertake that we are not debarred by any of the central or state government bodies as listed in this Policy in terms of participation in any public tender or agreement.

Sincerely,

Name, Designation & Sign of authorized signatory:

Name & Seal of Applicant:

Date & Place:

Enclosures:

SN	Document Checklist	Enclosed with the Application Letter (tick)
1	Application letter	
2	Space & Utility Requirements	
3	Statutory Auditor Certificate	
4	Power of Attorney or Board Resolution in favour of authorised signatory	
5	Indemnity Bond	
7	Company Incorporation Certificate	
8	Company Brochure	
9	Copy of contract of installation done at least one project involving installation and operation of EV Charging (minimum 4 charging units) on public roads / at any government/institutional building or at any transportation related site like metro, airport, monorail etc	
11	Self-attested with seal audited financial statements for preceding three financial years	
12	Self-attested with seal Policy document with full signature on first and last page and initials on all other pages	

Note: < not to be printed on the Application letter >

- i. Audited financial statements shall be submitted by the Applicant for three years FY2023-24, FY2022-23 and FY2021-22
- ii. Audited financial statements and Policy documents are required to be self-attested on the first and last page of the documents either through ink or digital signature, and all other pages have to be initialed by the Authorized Signatory
- iii. The Application Letter along with relevant enclosures shall be sent to the following address: Mr. Swetal Kanwalu, DGM (Town Planning), Planning Dept, MMRCL, Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar, Bandra East, Mumbai 400051 Email: swetal.kanwalu@mmrcl.com, Tel: 022-69061355/69

Annexure 2: Space & Utility Requirements

Specify your requirements below –

Head	Specifications
------	----------------

EV Charging Unit
Size

Electricity

Data Connectivity

Other
requirements

Annexure 3: Statutory Auditor Certificate

< on letter head of Statutory Auditor / reputed Chartered Accountant >

TO WHOMSOEVER IT MAY CONCERN

We, <name of the CA firm>, are statutory auditors of <name of firm>. This is to certify that the Turnover and Networth of <name of firm> is as follows –

Financial Year	Figures in Rs Cr
FY 2023-24 Gross Revenue	
FY 2022-23 Gross Revenue	
FY 2021-22 Gross Revenue	
Average of the above 3 years	
Networth as of 31-Mar-2024	

For,

Chartered Accountants

Membership Number

Authorized Signatory:

Date:

UDIN No.:

Note:

Figures in Rs Cr to be shown with two decimal points

Annexure 4: Power of Attorney

< To be executed on Non-Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.500) and duly notarized >

Know all men by these presents, we, <name of firm and address of the registered office> do hereby constitute, nominate, appoint and authorize Mr. / Ms. <name of person> son / daughter / wife of _____ and presently residing at _____, who is presently employed with us and holding the position of <designation> as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid / Proposal towards Request For Proposal no. MMRCL/NFBR/EV Charging Policy dated ____ 2024 for "Licensing of Spaces Near Metro Stations For Setting Up Electric Vehicle Charging Stations", including but not limited to signing and submission of all applications, Bids / Proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Bid / Proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid / Proposal for the said Tender / Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND whereby we agree to ratify and confirm and do ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS <date> DAY OF <month>, 2024.

Date & Place:

For _____

(Signature, name, designation and address of the person authorized by Board Resolution)

Accepted:

(Signature, name, designation and address of the Attorney)

Notes:

- 1) The Applicant shall submit a Power of Attorney or Company Board Resolution in favour of the authorized signatory which should specify that the signatory is authorized to submit Applications or execute contracts on behalf of the Applicant.
- 2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 and duly notarised by a notary public.
- 3) Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- 4) For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure 5: Indemnity Bond

< to be submitted on non-judicial stamp paper of Rs 100 duly notarized >

This Indemnity is made and executed at on this [*] day of [*] 2024 by M/s [name of firm] represented by [name of representative], its [designation], having its administrative office at [*] hereinafter referred to as the INDEMNIFIER – LICENSEE;

IN FAVOUR OF Mumbai Metro Rail Corporation Ltd (MMRCL) hereinafter called INDEMNIFIED – LICENSOR;

Towards its Licensing of Spaces Near Metro Stations for Setting Up Electric Vehicle Charging Stations.

The terms “INDEMNIFIER-LICENSEE” and the “INDEMNIFIED – LICENSOR” unless repugnant to the context shall mean and include legal representatives, successors, executors and administrators.

I hereby irrevocably agree to indemnify and protect MMRCL from and against all claims and proceedings, actions, suits, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omission by myself or by my representative or by my employees in the execution of the License Agreement. This indemnification obligation includes but is not limited to claims, damages, losses, damage-proceedings, charges and expenses which are attributable to -

- a. Sickness or disease or death or injury to any person, and
- b. Loss of, or damage to, or destruction of any property including consequential loss or use, and
- c. Loss or damage or costs arising from the carriage of materials of any subcontractor or any third-party

All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to MMRCL without reference to actual loss or damage sustained and whether or not any damage shall have been sustained. The decision of MMRCL as to compensation claimed shall be final and binding.

IN WITNESS whereof, the Licensee have put their signatures in the presence of the witnesses.

(Name, signature, seal, date and address of Licensee)

Two Witnesses' Signature Name and Address

Annexure 6: Performance Bank Guarantee

< to be submitted on non-judicial stamp paper of Rs 100 duly notarized >

< to be furnished after award of the License and not at the time of the bid >

IRREVOCABLE BANK GUARANTEE BOND TOWARDS PERFORMANCE SECURITY DEPOSIT

1. This irrevocable Deed of Guarantee made this day of (month & year) between Bank of....., hereinafter called “the Bank”, on the one part, and Mumbai Metro Rail Corporation (MMRCL), hereinafter called “the Licensor”, on the other part.
2. Whereas Mumbai Metro Rail Corporation (MMRCL) has awarded the License of Space for Setting up Electric Vehicle Charging Stations at Mumbai Metro Line 3, hereinafter called “the License”, to (Name of Licensee) hereinafter called “the Licensee”.
3. AND WHEREAS the Licensee is bound by the said License Agreement to submit to the Licensor a Performance Security for a total amount of (Amount in figures and words).
4. Now we, the Undersigned (Name of the Bank), being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Licensor the full amount of Rs. (Amount in figures and Words) as stated above.
5. After the Licensee has signed the aforementioned License Agreement with the Licensor, the Bank is engaged to pay the Licensor, any amount up to and inclusive of the aforementioned full amount upon written order from the Licensor to indemnify the Licensor for any liability of damage resulting from any defects or shortcomings of the Licensee or the debts he may have incurred to any parties involved in the Works/ Services under the License Agreement mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Licensor immediately on demand without delay and demur and without reference to the Licensee and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Licensee. The Bank shall pay to the Licensor any money so demanded notwithstanding any dispute/disputes raised by the Licensee in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. At any time during the period in which this Guarantee is still valid, if the Licensor agrees to grant a time extension to the Licensee or if the Licensee fails to complete the Works/ Services within the time of completion as stated in the License Agreement, or fails to discharge himself of the liability or damages or debts as stated under Point 5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Licensor and at the cost of the Licensee.
7. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Licensee.
8. The neglect or forbearance of the Licensor in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured, or the giving of time by the Licensor for the payment hereof shall in no way relieve the Bank of its liability under this Deed.
9. The expressions “the Licensor”, “the Bank” and “the Licensee” hereinbefore used shall include their respective successors and assigns.
10. Notwithstanding anything contained herein:
 - i. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....)
 - ii. This Bank Guarantee shall be valid up to
 - iii. We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

In witness whereof I/We of the Bank have signed and sealed this Guarantee on the day of (month & year) being herewith duly authorized.

For and on behalf of the..... Bank.

Signature of Authorized Bank official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature.....

Name

Contact

Witness 2

Signature.....

Name

Contact

Annexure 7: Draft License Agreement

< To be executed on non-judicial stamp paper of Rs 100, stamped in accordance with the Stamp Act of the Government of Maharashtra >

This 'LICENSE AGREEMENT' is made on this _____ day of _____ two thousand twenty one between Mumbai Metro Rail Corporation Limited (MMRCL), a company incorporated under the provisions of the Companies Act, 1956/2013, having its corporate office at Hallmark Business Plaza, 8^o Floor, Sant Dnyaneshwar Nagar, Bandra East, Mumbai 400051, hereinafter referred to as the 'LICENSOR' or the 'AUTHORITY' on the one part, represented by _____ (name and designation of representing officer), MMRCL, which term shall, unless excluded by or repugnant to the context, be deemed to include its representatives, successors and assignees.

And,

_____ (Name of the successful Bidding Entity), Company / Corporation / Trust incorporated / registered under the provisions of the _____ Act, _____ bearing registration number _____ and having its registered office at _____ represented by _____ (name and designation of representing officer) on the other part, hereinafter referred to as the 'LICENSEE', which term shall, unless excluded by or repugnant to the context, be deemed to include its representatives, successors and assignees.

WHEREAS,

The Licensor, with a view to maximize its revenues through Non-Fare Revenue initiatives had invited proposals (via Request For Proposal no. MMRCL/NFBR/EV Charging Policy dated _____, 2024 (the 'Policy') from interested parties for Licensing of Spaces near Metro Line 3 stations for Licensing of Spaces Near Metro Stations For Setting Up Electric Vehicle Charging Stations. After evaluation of the bids, the Licensor has selected as the Licensee of Space for Setting Up Electric Vehicle Charging Stations on "as is where is basis".

The Licensor has agreed to provide to the Licensee Space for Setting Up Electric Vehicle Charging Stations Rights on payment of License Fee and other specified charges as per the terms and conditions mentioned in this License Agreement. It is deemed necessary and expedient to enter into this License Agreement to record the terms and conditions of the said Agreement.

NOW THEREFORE,

In consideration of the mutual promise and consideration set out herein, the Licensor and the Licensee (hereinafter collectively called 'Parties') witness and hereby agree as follows:

1. The following documents hereto shall be deemed to form an integral part of this License Agreement:
 - i. The Letter of Acceptance (LOA) issued by the Licensor in favour of the successful Bidding Entity
 - ii. All the submission Proposals and documents made by the Licensee as part of the Policy submission
 - iii. Corrigendum to the Policy if issued by the Licensor
 - iv. Policy No. MMRC/NFBR/EV-Charging-Policy October 2024 dated ____2024 in its entirety along with all its Annexures
2. In case of any conflict between the Policy (including any corrigendum and / or addendum thereof) and this License Agreement, the latter shall prevail insofar as the spirit of the RFP is not affected thereby.
3. The Licensee has furnished Interest Free Performance Security, a sum equal to _____ vide irrevocable Bank Guarantee No. _____ dated _____ or via Demand Draft dated _____ drawn on _____ Bank in favour of Mumbai Metro Rail Corporation Limited with a validity till _____ (date).

LICENSOR AND LICENSEE REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO EXECUTE THIS LICENSE AGREEMENT.

In witness whereof, the Parties hereto have caused this License Agreement to be signed in their respective names as of the day and year first written above.

Authorized Signatory Sign & Stamp

For Mumbai Metro Rail Corporation Limited (Licensor)

Name & Designation:

Phone & Email:

Authorized Signatory Sign & Stamp

For _____ (Licensee)

Name & Designation:

Phone & Email:

Witness:

- i. Name, Designation, Contact
- ii. Name, Designation, Contact

1. General Provisions

- 1.1 The Appointed Applicant has been granted licensed spaces Licensing of Spaces Near Metro Stations for Setting Up Electric Vehicle Charging Stations on an 'as is where is' basis subject to the terms and conditions specified in the License Agreement as per the Policy document.
- 1.2 The subject spaces shall be used only for the bona fide purpose of installation of EV Charging infrastructure by the Appointed Party and Authority reserves the right to ensure that there is no violation of the same.
- 1.3 Activities undertaken in the licensed spaces should neither interfere with metro activities nor causes any inconvenience to metro commuters and road commuters.
- 1.4 The Authority shall provide the Licensee with space at select stations on "as is where is basis" without any structural fitment.
- 1.5 The Licensee shall solely bear the cost of installation, operations, repair and maintenance of all equipment installed by them.
- 1.6 The Authority shall provide the paving around the EV charging premise only. However, the maintenance of the same shall be in the scope of Licensee.

2. License Period

- 2.1 The License Period shall start from the Date of Commencement as per Key Commercial Terms, unless otherwise terminated by the Authority or surrendered by the Licensee.
- 2.2 Lock-In Period within which the License cannot be terminated by the Licensee shall be as per the Key Commercial Terms from the Date of Commencement of the License Period.
- 2.3 The Licensee shall be provided sufficient pre-commencement period before commissioning of License to install equipment(s). Time period to design and install the equipment(s) prior to the commissioning shall not be considered as part of the License Period.
- 2.4 After successful completion of the full term of the License Period, the Authority shall have the discretion to extend the period by another 3 (three) years at the License Terms decided by the Authority at that time, provided that the Licensee has met its obligations throughout the License Period to the satisfaction of the Authority.

3. Licensee Fee

- 3.1 The Licensee shall, in consideration of the License granted by the Authority, pay to the Authority Licensee Fee and furnish Performance Security as detailed in the Key Commercial Terms.
- 3.2 The payment of the License Fee to the Authority by the Licensee shall be completed by the Due Date as per Key Commercial Terms failing which interest at the rate of 12% per annum shall be charged for a period of 30 days and 18% per annum thereafter. After expiry of 30 days from Due Date, if the default still persists, the Authority shall have the right to terminate the License forthwith, for which the Authority shall issue a notice of intent to terminate the License or grant the Licensee further extension in case of exceptional circumstances subject to the Authority's assessment.

4. Performance Security

- 4.1 The Appointed Applicant shall furnish Interest Free Performance Security to the Authority as prescribed in the Key Commercial Terms within 30 days of receipt of approval from the Authority and prior to the signing of the License Agreement. It shall be an irrevocable Bank Guarantee (BG) issued by a Nationalized or a Scheduled Commercial Bank or Demand Draft / Bankers Cheque payable at branches of the said bank located in Mumbai.
- 4.2 In case the Licensee fails to furnish the prescribed BG/ Demand Draft from time to time, the Authority shall issue a notice with a 15-day cure period; if the Licensee still fails to furnish the BG/ Demand Draft within the cure period, then the Authority shall have the right to terminate the License and Licensee shall forfeit the License Fee paid in advance.
- 4.3 In the event of failure, negligence or breach on the part of the Licensee in complying with all or any of the conditions of the License Agreement, in the opinion of the Authority, the Authority shall be entitled and be at liberty to terminate the License forthwith. The Authority shall have the right to invoke the Performance Security / recover outstanding dues as per the clauses mentioned in the License Agreement.
- 4.4 If the Licensee neglects or fails to do anything agreed as per the terms of the License Agreement, the Authority may serve a notice on the Licensee asking them to do things agreed upon as aforesaid, and on their neglect or failure to do so, cause the same to be done by the Authority and recover the costs thereof from the Licensee, by invoking the Performance Security, or through other means, without prejudice to any other right the Authority may have on account of such defaults.

5. Payment of Statutory Levies & Taxes

- 5.1 All statutory taxes including GST, municipal and other levies, as applicable to this License shall be borne by the Licensee directly or billed by the Authority to the Licensee, as the case may be, and shall be paid along with the License Fee for onward remittance to the relevant government authorities.
- 5.2 It shall be the responsibility of the Licensee at all time during the License Period, in line with industry best practices for such businesses, to obtain adequate fire, theft and burglary insurance coverage in respect of all its movable and immovable assets in the licensed spaces.
- 5.3 The Authority shall provide security at stations which will oversee all station assets including telecom equipment of the Licensee. However, the Authority shall not be liable for any theft, loss or damage caused to the Licensee, on any account whatsoever, despite the security provided by the Authority.
- 5.4 Onus of registration of License Agreement and payment of applicable stamp duty post adjudication shall rest solely with the Licensee. Provisions of the Maharashtra Stamp Act shall apply.
- 5.5 The property tax if applicable on the licensed commercial spaces, shall be paid by the Authority as per applicable rates of concerned municipal corporation / local authorities in advance. Subsequently, the aforementioned property tax/ service charge will be charged and recovered from the Licensee.
- 5.6 Direct taxes on respective income shall be borne by the respective Parties.

6. Applicable Regulations

- 6.1 The Licensee shall observe and adhere to all the relevant rules and regulations and other policies approved or any amendments thereto from time to time by the Authority / concerned competent authority.
- 6.2 Obtaining all approvals for conducting the business under this License shall be the sole responsibility of the Licensee, and the Authority shall not be liable or responsible for any of the act or omissions on the part of the Licensee.
- 6.3 The Authority shall facilitate sourcing of such approvals where required and feasible.

- 6.4 Licensee shall install and operate its equipment in the said premises after duly obtaining all necessary approvals from the Authority, permissions, licenses, approvals, permits, no objection certificates, etc. from the Municipal Corporation, and such other statutory and/ or local authorities as may be required under the law in force, at its own cost.
- 6.5 The Licensee shall at all times adhere to all provisions of the Metro Railway (Operation and Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by the Authority.
- 6.6 The Licensee's attention is drawn to the Contract Labour (Regulation and Abolition) Act, 1970 and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971. The Licensee shall comply with the provisions of the said Act and Rules framed there under.

7. Site Access

- 7.1 Access to sites for the purpose of installation of equipment and its maintenance shall be regulated by the office of the Director (Planning & Real Estate Dev./NFBR) and the Licensee is required to take necessary permissions in this regard as per the Policy of the Authority. It is clarified that the permission to the Licensee shall not be unduly denied or delayed by the Authority.
- 7.2 Licensee shall ensure strict adherence to Permit-to-work (PTW) process and safety guidelines of the Authority.
- 7.3 Right of Way to the station shall be provided by the Authority to the Licensee as per pre-agreed schedule for installation, operations and maintenance (O&M). Non-intrusive O&M shall be permitted during non-peak hours, while intrusive O&M shall be permitted during non-operational hours (12 am to 5 am) barring emergency situations, where intrusive is interpreted as interfering with core station operations. Right of Way to access to the sites for installation and O&M shall be provided to the Licensee by the Authority at all hours. However, the Licensee shall need to take other applicable local approvals to access the sites located on public roads.

8. Utility Provisions

- 8.1 Authority shall provide access to electricity to the Licensee through typical plug points. The Licensee shall install a separate meter at its own cost, as per the recommendation of the Authority, for measuring electricity consumption. Licensee shall pay for the electricity charges on actuals.
- 8.2 Utility charges for electricity shall be billed by the Authority to the Licensee on actuals. Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company /Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company /Agency.

9. Fire Safety

- 9.1 All materials used, including electrical materials should be fire resistant.
- 9.2 The Licensee shall not store or use flammable or explosive substances in the said premises, except as required in the normal course of the Licensee's business and with the Authority's prior consent.
- 9.3 The Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires.
- 9.4 The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed spaces for security and fire checks by security and fire officers of the Authority, and also agrees to comply with all directives as may be given from time to time by the officers of the Authority. Non-compliance may be treated as Licensee's Event of Default.
- 9.5 Firefighting installations inside the licensed spaces, if any, including fire alarms and smoke detection systems shall be arranged by the Licensee and integrated in seamless manner with the Authority's system. Such firefighting arrangements would conform to the National Building Code, relevant Building Byelaws / Indian Standards (IS) Codes, Fire Safety (Fire Prevention) Rules and any other instructions issued by the Authority in this regard. Only after certification by the fire officer / authorized representative of the Authority, shall the Licensee be permitted to occupy and use the licensed spaces for commercial purposes. The fire clearance before and after installation of the fire detection / fire-fighting system shall be obtained by the Licensee for the licensed spaces.
- 9.6 The Licensee should also ensure that all notified statutory provisions and standards are observed in this regard.

10. Installation & Operations

- 10.1 The Licensee shall submit the details mentioned below for approval of Authority before installation of any equipment at the licensed space:
- i. Layout plan of space showing placement of all equipments etc.
 - ii. Load analysis of the above-mentioned equipment and structures
 - iii. Complete set of structural drawing including foundation details
 - iv. Structural stability certificate duly certified by Competent Agency
 - v. Specifications of materials to be used, utility specifications of electricity, data connectivity, other services specifications
- 10.2 All the specifications proposed by the Licensee in the plan shall be subject to approval by Authority with regard to structural stability, operational feasibility, safety and security concerns and aesthetics. Designing of all units / structures should complement station architecture.
- 10.3 In this regard, the layouts, installation and operations plan of the Licensee shall be checked by Authority and upon approval, permission shall be granted for installation of equipment. If the plan/ design does not conform to the requirement of this License Agreement or standards of BIS / other relevant codes / guidelines, Authority may reject the plans / Applications, duly specifying the reasons thereof. In such case, Licensee shall resubmit its plan / Application after incorporating necessary modification for approval. Licensee shall install the equipment only in accordance with the written approval by the Authority at any licensed space.
- 10.4 Licensee shall ensure that equipment installed does not interfere with the sensitive electronic equipment installed along the alignment by the Authority, including TETRA based train radio system.
- i. 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 two working days authorizes the Authority to take all necessary steps to prevent this interference at the risk and cost of the Licensee.
 - ii. Test reports and any other supportive documentation, as may be required/ requested by Authority, will have to be furnished immediately. A clearance certificate has to be obtained from the signal and telecom department of the Authority to this effect.

- 10.5 The Licensee will be allowed to carry out installations within the said spaces at its own cost after receiving approval from the Authority, but without altering or damaging the main/shell structure, load bearing / structural members and any services / utilities, etc. of the said premises.
- 10.6 Authority shall facilitate the installation by providing access to cable trays, optic fibre cables, earthing pits, etc. to the Licensee based on the submitted installation and operations plan. Any incidental costs of providing such access shall be paid borne by the Licensee. The Licensee shall, at their own risk and cost, install cable trays, clamps, etc. where such provision is not available. No claim on this account will be entertained by the Authority.
- 10.7 Any waste or debris will need to be disposed into the designated common waste area provided /indicated by the Authority. Garbage and debris should be disposed of as per pollution control guidelines given by the state government and local bodies.
- 10.8 The Licensee shall use materials as per standards prevalent in the industry for such businesses. All structural members, bolts, etc. shall be galvanized or any better method to be used as per the latest technology, industry standard for safety consideration.
- 10.9 No advertisement/ branding / signage in any format shall be allowed.

11. Safety of Public & Personnel

- 11.1 The Licensee shall, throughout the License Period, have full regard for safety of all persons entitled to be at the site, appropriate to the avoidance of danger to such persons during the installation, operations and maintenance work. The Licensee shall provide and maintain adequate lights, warning signs, guards, as relevant, when and wherever required.
- 11.2 Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work do not, in any way, impinge on the safety and security of metro operations, safety and convenience of commuters (including road commuters), safety of metro properties and its assets. Any physical damage or injury to the commuters or passers-by due to lapses on the part of the Licensee will be the sole responsibility of the Licensee only and Authority will have no legal obligations or liability towards the injured.
- 11.3 In case of a serious accident caused due to negligence of the Licensee resulting in injury, death of a commuter, Authority's staff, Licensee's staff, or any third party, or loss to Authority's property, it shall constitute Material Breach of Contract and considered Licensee's Event of Default that shall entitle the Authority to terminate the License Agreement with 30 days written notice.

12. Licensee's Personnel

- 12.1 The Licensee shall, at its own expense, employ/ engage suitable trained, skilled and qualified personnel for installation, operations and maintenance and providing efficient services in respect of operations of the said services at the said premises.
- 12.2 The Licensee shall submit the details of personnel whom it intends to deploy at the site for carrying out the installation and O&M. The personnel deployed shall be decent, courteous, well-groomed, sanitized and without any adverse or criminal background and behave in an orderly and disciplined manner. Such personnel are prohibited from carrying on any unlawful, unfair activities or demonstrations.
- 12.3 All the Licensee's personnel shall be required to possess ID card issued by the Authority while working in the Authority's premises as per prevailing procedure at the time. Access to the paid areas at the station shall be through smart cards issued by the Authority.
- 12.4 The Licensee shall submit details along with contact of its authorized representative, who shall be available at the metro station at a short notice, for inspection of spaces.
- 12.5 Licensee O&M staff is expected to monitor the health of the equipment periodically and flag off any related issues to the Authority which will then take necessary remedial action.
- 12.6 The Licensee shall ensure that its staff are fully aware of the building safety and emergency procedures and obey all fire safety drills while at the site.

13. Damages & Penalties

- 13.1 The Licensee shall be responsible for damages to the metro infrastructure during the process of installation and operations. In case of any damage to Authority property, actual costs for restoration to its original position will be recovered from the Licensee and same will not be challenged by the Licensee in any manner whatsoever.

----- INTENTIONALLY LEFT BLANK -----

- 13.2 The Authority shall have the right to impose a fine on the Licensee up to Rs.5,000/- per offence / per instance for the following offenses:
- i. Dishonour of drafts and cheques given by the Licensee in favour of the Authority
 - ii. Failure to remove interference from the sensitive electronic equipment installed at the station and along the alignment, including TETRA based train radio system
 - iii. Debris / waste is found disposed off by the Licensee on undesignated Authority premises
 - iv. Licensee is found to have put up advertisements / branding / signages, etc. at any location in any format
 - v. Any staff of Licensee found in drunken condition, indulging in bad conduct, creating nuisance on duty, misbehaving with commuters / Authority's staff / other vendor's staff, holding a demonstration, etc.
 - vi. Not following safety and security norms and other instructions as may be indicated by authorized representative of the Authority
 - vii. Any staff of the Licensee found without ID Card

14. Procedure at the time of Expiry of License

- 14.1 At the time of the successful completion of the License Period or at the time of termination, the Licensee shall dismantle and remove all equipment and debris ensuring no damage to the station structures, utilities and finishes.
- 14.2 After the Licensee has removed all the equipment, the Authority will take 2 weeks to assess the cost of the damages caused by the Licensee, if any, and shall bill the Licensee for the same, payable within 15 days.
- 14.3 Interest Free Performance Security furnished by the Licensee shall be returned to the Licensee after all payments against damages and other dues payable to the Authority are recovered.
- 14.4 If balance outstanding dues is more than the Performance Security, it shall also be recoverable from the Licensee before Licensee is permitted to remove their installations.
- 14.5 The Authority reserves the right to recover the outstanding dues from the other contracts between the Licensee and the Authority, if any.
- 14.6 Further, any sum of money due and payable to the Licensee including any sum returnable to the Licensee under the License Agreement may be appropriated by the Authority and set off against any claim of the Authority for the payment of any sum of money arising out of or under any other contract made by the Licensee with the Authority.

- 14.7 The uninstallation should be initiated 1 month prior to the end of the License Period such that the above process is completed by the time License Period ends.
- 14.8 The Licensee shall vacate the spaces licensed out by the due date as per the above process, otherwise the Authority shall take over the possession of the equipment, installations, fittings, etc. to be evacuated and its ownership shall be vested in the Authority at Zero/Nil value.
- 14.9 Further the Authority shall be free to dispose off these goods by any procedure as it deems fit. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future in this regard.

15. Rights under this License

- 15.1 The Licensed spaces at the stations of the metro shall exclusively belong to the Authority, without creating any right, title or interest of whatsoever nature in the said premises in favour of the Licensee.
- 15.2 Under no circumstances shall the tendered space or facilities constructed or installed at the licensed space be mortgaged, charged or otherwise put under any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including the lenders.
- 15.3 Sub-licensing of rights under this License to any person or entity is not permitted.
- 15.4 No tenancy / sub-tenancy is being created by the Authority in favour of Licensee under or in pursuance of this License Agreement and it is distinctly and clearly understood, agreed and declared by / between the parties hereto that:
- i. The Licensee shall not have or claim any interest in the said licensed units as a tenant / sub-tenant or otherwise
 - ii. The rights, which Licensee shall have in relation to the said premises, are only those set out in this License Agreement
 - iii. The relationship between the Authority and Licensee under and / or in pursuance of this License 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 the Authority on the one hand and Licensee on the other hand in connection with and/ or relating business to be operated by Licensee at the said premises.

16. Indemnity

- 16.1 The Licensee saves the Authority harmless from any liability or dues and indemnifies the Authority from any claims that may arise from the statutory authorities or any third-party in connection with this License.
- 16.2 The Licensee shall, indemnify the Authority and keep it indemnified for the entire License Period against all claims, actions, demands, losses, costs, charges and expenses which the Authority may incur, or which may arise by reason of the exercise of the right to utilize spaces hereby granted, including claims or actions arising out of any space being challenged or held to be libelous or defamatory or any part thereof from any clause whatsoever, and also for any claim made by any local authority or any other person in respect thereof or any claim for rates or taxes levied in respect of anything done under the License Agreement.
- 16.3 The Authority shall not be liable to pay any compensation in case the Licensee, his servants, agents or any other person meets with an accident or in case any injury is caused to or suffered by any one of them or any third party or to any property whatsoever, whether owing to the negligence or carelessness or any other conduct of the Licensee, its agents or servants and others or in case of injury due to any act of God or any circumstances beyond the control of the Authority, while the work under the License Agreement is undertaken by the Licensee, it shall be the liability of the Licensee, who shall keep the Authority indemnified in that respect throughout.

17. Suspension of License

- 17.1 The Authority may suspend the License, by written notice to the Licensee, if the Licensee fails to perform its obligations under this License.
- 17.2 Such notice of suspension shall specify the nature of the failure and shall provide the Licensee a cure period to remedy such failure within a period not exceeding 30 days after receipt by the Licensee of such notice of suspension. The Licensee shall not be permitted to accept any new telecom service provider for the period of such suspension.
- 17.3 There shall be no adjustments to the License Fee paid by the Licensee in advance for the duration of such suspension.

18. Termination of License

- 18.1 The Authority shall, by not less than 30 days, give a written notice of termination to the Licensee after the occurrence of any of the following Events of Default -
- i. If the Licensee fails to remedy a failure in the performance of their obligations under the License, as specified in the notice of suspension, within 30 days of receipt of such notice or within such further period as the Authority may have subsequently approved in writing.
 - ii. If the Licensee becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or takes advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
 - iii. If the Licensee fails to comply with any final decision reached as a result of arbitration proceedings.
 - iv. If the Licensee submits to the Authority, any information/ document or representation which the Licensee knows to be false, and which has a material effect on the rights, obligations and interests of the Authority.
 - v. If, as a result of Force Majeure, the Licensee is unable to perform a material portion of the License for a period of not less than 60 days.
 - vi. If the Licensee, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the License.
- 18.2 If the Licensee terminates the License Agreement within the Lock-in Period, the License Agreement shall be deemed to be terminated on the date mentioned in termination/surrender notice, subject to confirmation by the Authority. In such a case, the Performance Security shall be forfeited in favour of the Authority.
- 18.3 If the Licensee wants to terminate their License Agreement after the Lock-in Period, it shall give an advance notice prior to the termination to the Authority as prescribed in the Key Commercial Terms.
- 18.4 In case of abrupt termination without an advance notice as per the Key Commercial Terms prior to the termination by the Licensee, the Authority shall invoke their furnished Performance Security.
- 18.5 Upon termination or expiry of this License, all rights and obligations of the Parties hereunder shall cease, except (i) Such rights and obligations as may have accrued on the date of termination or expiration, (ii) The obligation of confidentiality, (iii) Any right which a Party may continue to have under applicable law.

19. Force Majeure

- 19.1 Force Majeure here refers to an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, pandemic, etc. which prevents one or both the parties from fulfilling their obligations under the License Agreement.
- 19.2 The failure of a Party to fulfil any of its obligations under the License Agreement shall not be considered to be a breach of, or default under this License, so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of this License.
- 19.3 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- 19.4 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event, not later than 15 days following the occurrence of such event, providing evidence of the nature and causes of such event and shall similarly give notice of restoration of normal conditions as soon as they are restored.
- 19.5 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 19.6 The Authority shall partially / fully waive off the License Fee for the period of force majeure and / or extend the License Period to compensate for the period of reduced / NIL revenue.

20. Dispute Resolution

- 20.1 Except where otherwise specified in the License Agreement and subject to the powers delegated to him / her by the Authority in force, the decision of Director (Planning) shall be final, conclusive and binding on all Parties to the License for all questions relating to the meaning and interpretation of the License conditions or regarding any other question, claim, right, matter or things whatsoever arising out of or relating to the License.

Annexure 8: Inventory

SN	Station	Area allocated for EV charging (sqft)
1	Cuffe Parade	
2	Siddhivinayak	
3	BKC Metro	
4	SEEPZ	
5	Aarey JVLR	

Note: Spaces are currently available on License basis across 5 out of 27 stations of Metro Line 3. This Policy will be applicable for future available spaces at other Metro Line 3 as well.



MUMBAI METRO RAIL CORPORATION LTD
(JV of Govt. of India and Govt. of Maharashtra)

END OF DOCUMENT

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