

MAHARASHTRA METRO RAIL CORPORATION LTD.

(NAGPUR METRO RAIL PROJECT)

Volume II - Draft License Agreement

For

**Licensing of Space for Automated Micro-Retail Vending Kiosks at
selected metro stations of Nagpur Metro Rail Project for a period
of 03 Years.**

Tender No.: N1PD-97/2025



June-2025

MAHARASHTRA METRO RAIL CORPORATION LTD.

“Metro Bhavan”,

VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur-440010

Website: <http://www.metro railnagpur.com>

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LICENSE AGREEMENT

THIS AGREEMENT is entered into on this the day of, 20....

BETWEEN

1. **Maharashtra Metro Rail Corporation Limited**, a company incorporated under the Companies Act, 2013, having its registered office at “Metro Bhavan”, VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur-440010 (hereinafter referred to as “Maha-Metro”), which expression shall, unless it be repugnant to the subject or context thereof, include its administrators, successors and assigns)) of the ONE PART;

AND

2. a company/Partnership Firm/Proprietorship Firm/Society/Trust incorporated/registered under the provisions of the Act, bearing registration Number and having its registered office at, (hereinafter referred to as the “Licensee” .

WHEREAS:

- (A) Maha-Metro, with a view to augment its revenues through non-operating measures/earnings, had invited open bids (by its **Tender No. N1PD-97/2025, Dated: 23-06-2025** (the “Request for Proposal” or “RFP”)) from the interested parties for “Licensing of Space for Automated Micro-Retail Vending Kiosks at selected metro stations of Nagpur Metro Rail Project for a period of 03 Years”. After considering the offers, Maha-Metro has selected M/s. _____ as “Licensee” for assigning licensing rights of Smart Vending Kiosk Space/s No.----- admeasuring----Sqm as given in ‘**Annexure A: Details of Automated Vending Kiosk Spaces**’ at----- Metro Station of Nagpur Metro Rail Project, hereinafter called “**Licensed Space**”, on “as is where is basis”.
- (B) Maha-Metro has agreed to provide to the Licensee, the Licensing Rights of Built-up Spaces (pre identified by Maha-Metro) on “as is where is basis”, on payment of Annual License Fees (to be referred as the Total Consideration) and other charges to Maha-Metro on the terms and conditions hereunder contained in this License Agreement. required for setting-up the Automated Vending Kiosks at selected Metro Stations (the “**Licensed Spaces**” or “**Vending Kiosk Spaces**”).
- (C) The Licensee shall be responsible to develop, furbish, finish, manage, operate and maintain the Licensed Spaces, licensed to them as specified in this Agreement, at its own cost and expense.
- (D) It is deemed necessary and expedient to enter into this Agreement to record the terms of the said Agreement.

NOW THEREFORE, in consideration of the mutual promise and consideration set out herein Maha-Metro and the Licensee (hereinafter collectively called “Parties”) witnessed and hereby agree as follows:

A. The Licensee hereby covenants as follows: -

- i. Licensee hereby assumes responsibility for the Licensed Spaces bearing No. ----- as assigned to him by Maha-Metro at _____ Metro Stations of Nagpur Metro Rail Project and more specifically provided in **Annexure- A ‘Details of Automated Vending Kiosk Spaces offered for Licensing’**. The Licensee shall be responsible to finish/furbish, manage, operate, maintain and use, the Licensed Spaces as specified in this Agreement at its own cost and expense.
- ii. Licensee irrevocably agrees to make all payments including the applicable Annual License Fees along with other charges as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from Maha-Metro in this regard.
- iii. The Licensee confirms having examined the potential locations inside the _____ Metro stations in detail and fully understands and comprehends the technical requirements of the built-up structure. The Licensee also confirms full satisfaction as to the business viability of the Licensed Spaces with the intended use as per this Agreement and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as an alibi or excuse grounds for non-payment of Annual License Fees and other amounts payable to Maha- Metro under this Agreement.

B. That Maha-Metro and Licensee represent and warrant that they are empowered, authorized and able to make this Agreement.

The terms and conditions on which this Agreement is based are as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION:

1.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“Agreement” or “License Agreement” means this License Agreement to be executed between Maha-Metro and the Selected Bidder/Licensee in the format approved by Maha-Metro and includes any amendments, annexure hereto made in accordance with the provisions hereof, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

“Applicable Laws” means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“Applicable Permits” means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the respective Licensed Spaces and use of Automated Vending Machines during the subsistence of this Agreement;

“As is where is basis” means License of the said Licensed Spaces including all equipment’s, installations, fittings and fixtures is given on ‘as is where is basis’. The Licensee may make additions or alterations in the Licensed spaces, carry out various installations including electric installations and wiring, with the prior permission of Maha-Metro in writing at its own cost. Licensee shall not be entitled for any compensation with regard to additions carried out by them in the Licensed Spaces. Licensee shall be required to hand over the Licensed Spaces at the end of License Period by removing all the equipment’s and reinstating as on the day of allotment of the said Licensed Spaces. The proforma for handing over of Licensed Spaces and taking over of the Licensed Spaces by Maha-Metro is attached at Annexure-C and Annexure - D.

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and The Arbitration And Conciliation (Amendment) Act, 2019 shall include amendments to or any re-enactment thereof, as in force from time to time;

“Maha-Metro Representative” means such person or persons as may be authorised in writing by Maha-Metro to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of Maha-Metro under this Agreement;

“Bank” means any Nationalized/Scheduled Commercial Bank of Indian or Foreign origin having business office in India;

“Bid” means the documents in their entirety comprised by the bid submitted by the Selected Bidder in response to the Request for Proposals in accordance with the provisions thereof;

“Bid Security” means the security provided by the Licensee to Maha-Metro along with the Bid, in accordance with the Request for Proposals and which is to remain in force until substituted by the Security Deposit;

"Commencement Date" or "Handover Date" or "Handing Over Date" or "Effective Date" means the date of handing over of licensed space. However, in case the Licensee fails to take-over the possession of the licensed spaces within the date stipulated by Maha-Metro in the RFP document and LOA dated: _____, the License Period shall be deemed to have commenced from the date of signing of license agreement, irrespective of the date of actual handing over of licensed space.

“Commercial Operation Date” shall mean the immediate next day of completion of Fitment Period.

“Change in Law” means the occurrence of any of the following after the date of Bid:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) the commencement of any Indian law which has not entered into effect until the date of Bid;
- (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or
- (e) any change in the rates of any of the Taxes that have a direct effect on the allotment of the Licensed Spaces for setting up Automated Vending Machines;

“Damages” shall mean any claim of Maha-Metro against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which Maha-Metro shall be entitled to claim and adjust the Security Deposit.

“Drawings” means all of the drawings, calculations and documents pertaining to the Automated Vending Machines to be installed at the Licensed Spaces;

“Emergency” means a condition or situation that is likely to endanger the security of the individuals on or about the Nagpur Metro Rail Project, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

“Force Majeure” or “Force Majeure Event” shall have the meaning ascribed to it in ARTICLE 14 FORCE MAJEURE;

“GOI” or “Government” means the Government of India;

“Interest Free Security Deposit” means interest free amount to be deposited by the Licensee with Maha-Metro as per terms and conditions of License Agreement as a security against observance of License Agreement and the payment of all dues as per terms and conditions of this Agreement.

“License” means the licensing rights granted by Maha-Metro to the Selected Bidder/Licensee with respect to the Licensed spaces, based on the terms and conditions of this Agreement.

“Licensee” means the Selected Bidder, who has executed the License Agreement with Maha-Metro pursuant to the Bidding Process for carrying out the activity of installation, operation & maintenance of Smart Vending Kiosks within the allotted Licensed Spaces of----- the Metro Station

‘License Period’ means a period of 03 (Three) years from the Effective Date and ending on the Transfer Date;

“License Fees” shall have the meaning set forth in ARTICLE 4- THE CONSIDERATION TO MAHA- METRO;

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;

“Permits” shall mean and include all applicable statutory, regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.

“Re.”, “Rs.” or “Rupees” or “Indian Rupees” means the lawful currency of the Republic of India;

“Scope of the Project” shall have the meaning set forth in ARTICLE 2 SCOPE OF WORK.

“Smart Vending Kiosks” shall mean the micro retail automated vending kiosks which shall be 100% contactless, app based, operable 24X7, completely automated to allow the consumers to select a product, pay using multiple digital payment options and grab the food or beverage instantly on the move as per their requirements to be installed for the purpose of this License.

“Selected Bidder” means the bidder who has been selected by Maha-Metro, pursuant to the Bidding Process for award of the License.

“State” means the State of Maharashtra and “State Government” means the government of that State;

“Taxes” means and includes all central, state and local taxes, fee, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies;

“Termination” means the expiry of the License period or termination of this Agreement and the License hereunder, whichever is earlier;

“Transfer Date” means the date on which this Agreement and the License hereunder expires pursuant

to the provisions of this Agreement or is terminated by a Termination Notice;

“Vending Kiosk Spaces” / “Licensed Spaces” shall have the meaning that the spaces identified and handed over to the Licensee for the purpose of installation, operation & maintenance of the Automated Micro Retail Vending Kiosks under and in accordance with this Agreement.

1.2. Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re- enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a **“person”** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words **“include”** and **“including”** are to be construed without limitation and shall be deemed to be followed by **“without limitation”** or **“but not limited to”** whether or not they are followed by such phrases;
- (f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (g) any reference to day shall mean a reference to a calendar day;
- (h) references to a **“business day”** shall be construed as a reference to a day (other than a Sunday) on which banks in Nagpur are generally open for business;
- (i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (j) references to any date, period or Milestone shall mean and include such date, period or Milestone as may be extended pursuant to this Agreement;
- (k) any reference to any period commencing **“from”** a specified day or date and **“till”** or **“until”** a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (l) the words importing singular shall include plural and vice versa;
- (m) references to any gender shall include the other and the neutral gender;
- (n) **“lakh”** means a hundred thousand (100,000) and **“crore”** means ten million (10,000,000);
- (o) **“indebtedness”** shall be construed so as to include any obligation (whether accrued as principal

or surety) for the payment or repayment of money, whether present or future, actual or contingent;

- (p) references to the “**winding-up**”, “**dissolution**”, “**insolvency**”, or “**reorganisation**” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- (q) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of Maha-Metro hereunder or pursuant hereto in any manner whatsoever;
- (r) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, in this behalf and not otherwise;
- (s) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (t) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;
- (u) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”); and
- (v) time shall be the essence in the performance of the Parties of respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Licensee to Maha-Metro shall be provided free of cost and in three copies, and if Maha-Metro is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3. Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4. Priority of agreements, clauses and schedules

- i This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:
 - (a) this Agreement; and
 - (b) The Bidding Documents along with all the corrigendum issued.
 - (c) all other agreements and documents forming part hereof or referred to herein;

i.e. the Agreement at (a) above shall prevail over the Agreements and documents at (b) and (c), (b) above shall prevail over the Agreements and documents at (c) above.
- ii Subject to the provisions of Clause i, in case of ambiguities or discrepancies within this Agreement, the following shall apply:
 - (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
 - (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
 - (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
 - (d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
 - (e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
 - (f) between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2 SCOPE OF WORK:

The scope of the work ("the "Scope") shall mean and include the following:

2.1 General Terms and Conditions

- a. The details of the Vending Kiosks Spaces demarcated for Automated Micro-Retail Vending Kiosks for which the tender is called for is enclosed at **Annexure – A**: Details of such spaces is as below:

Sr. No.	Metro Station Name	Reach	Floor Level	Number of Vending Kiosk Space	Area (in Sqm)	Nomenclature
1	Khapri	Reach-1	Road Level	1	1.85	KHP/SVM-01
2	Sitabuldi	Reach-1	Concourse	1	1.85	SIT/SVM-01
3	Kadbi Square	Reach -2	Concourse	1	1.85	KVW/SVM-01
4	Automotive Square	Reach -2	Concourse	1	1.85	AQS/SVM-01
5	Lokmanya Nagar	Reach -3	Concourse	1	1.85	HLY/SVM-01
6	Dharampeth College	Reach-3	Concourse	1	1.85	AVW/SVM-01
7	LAD Square	Reach -3	Concourse	1	1.85	LWK/SVM-01
8	Shankar Nagar Square	Reach -3	Concourse	1	1.85	SRN/SVM-01
9	Cotton Market	Reach-4	Concourse	1	1.85	COK/SVM-01
10	Nagpur Railway Station	Reach-4	Concourse	1	1.85	NWS/SVM-01
11	Prajapati Nagar	Reach-4	Concourse	1	1.85	PJG/SVM-01

Note: At the time of signing the license agreement, separate license agreement will be signed for each Vending Kiosk Space / Licensed Space.

2.2 Scope of Work

- b. The Licensee shall, at its sole expense and risk, carry out the financing, supply, procurement, management, operations and maintenance of the Licensed Space and the Smart Vending Kiosks in accordance with the provisions of this Agreement.
- c. The offered Licensed Space/s as referred above will be provided on "as is where is basis" and Maha-Metro shall provide -
- Maha-Metro shall provide the Licensed Space on as-is where-is basis. If there is any damage/loss to any structure/asset of Maha-Metro, their cost shall be borne by the licensee.
 - Maha-Metro shall provide necessary electricity connection up to one point near the identified Licensed Space. Licensee shall be responsible to set-up electricity connection required from this point for running of the Smart Vending Kiosks.

***Note:**

In the event if any major structural changes are proposed by the Licensee in the respective Vending kiosk Space, subject to its technical feasibility and approval from Competent

Authority of Maha-Metro, the said structural changes shall be executed by Maha-Metro on deposit basis. The charges for execution of the said work shall be deposited by the Licensee to Maha-Metro in advance.

- d. The Licensed spaces shall be provided to Licensee/s on License basis for a period of Three (03) Years.
- e. It shall be responsibility of the Licensee to furnish/finish the entire Licensed Spaces for commercial utilization as per the intended purpose at their own cost and as per the specifications approved by Maha-Metro and thereafter its operation and maintenance for commercial utilization.
- f. The usage of the offered Licensed Spaces shall be in accordance with the activities for setting-up and operating Automated Vending Kiosks and no activities mentioned in list of banned usages/ negative list placed at “**Annexure – B: List of Preferable Activities and Banned/Dis-allowed Activities**” shall be permitted. Maha-Metro has full right to ensure strictly that there is no violation in this regard.
- g. The Licensee may use or allow the use of the Licensed Spaces for other activities which are not envisaged in point no. (e.) above, only after taking prior written approval of Maha-Metro.
- h. The Licensee shall be required to maintaining the structural safety and integrity for the Licensed Space and no modification or erection of permanent structure at the Licensed Spaces shall be permitted. The Licensee shall also ensure that the furnishing within the Licensed Spaces is not a safety hazard for Maha-Metro civil structures and public at large. The Licensee shall also ensure that all existing utilities and facilities (if any) falling within the said Licensed Spaces will be kept accessible and the Licensee shall not interfere or tamper with those installations at any time.
- i. Notwithstanding anything mentioned above, the Licensee is required to adhere to the provisions of the prevailing National Building Code applicable for metro stations for the various works to be undertaken within the Licensed Spaces.
- j. The Licensee shall be solely responsible for procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities concerned, to be able to use the Licensed Spaces for installation, running & maintenance of Smart Vending Kiosks. Maha-Metro shall not be responsible for any such procurement and shall not entertain any claims in this regard.
- k. Firefighting and other infrastructure so created within the tendered space must be integrated with the infrastructure already provided /planned for the respective metro station by Maha-Metro.
- l. 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 Maha-Metro in this regard.
- m. Operate, manage and maintain the entire Licensed Spaces with adequately trained and experienced team with necessary capabilities for handling the said responsibilities.
- n. Under no circumstances, shall the Licensed Spaces or facilities constructed 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/ Financial Institution (s)/ Banks etc.
- o. The Licensee shall not be allowed to monetize the Licensed Spaces, facilities, constructions

or installations therein, through Real Estate Investments Trusts (REITs)/Infrastructure Investment Trusts/etc.

- p. The Licensee ensures that no polythene baggage is utilised/used at the Licensed Spaces. Moreover, Licensee shall ensure the proper segregation of waste i.e. dry and wet waste (if any) before disposal of same.
- q. The Licensee shall be responsible to keep the Licensed Spaces and surrounding area neat and clean.
- r. Comply with all statutory requirements in connection with this Agreement.
- s. Ensure regular and timely payments of all amounts due to Maha-Metro and discharge all obligations as per provisions of this Agreement.
- t. Payment of all statutory taxes, service tax, local levies, statutory dues, etc. as and when due and as applicable.

2.3 Handing over of tendered space

- i. After the evaluation of bids, Letter of Acceptance (LOA) will be issued to the Selected Bidder. (Separate LOA for each vending kiosk space) The Licensed Spaces, as mentioned in Annexure-A, shall be handed over for operations and maintenance within 10 working days of signing of the License Agreement. In the event if the licensee fails to take over the possession of the licensed space within the time stipulated by Maha-Metro, the license period shall be deemed to have commenced from the date of signing of license agreement, irrespective of the date of actual handing over of the Licensed Space.
- ii. The Licensee shall not be eligible to claim any compensation on account of any delay in handing over of respective Licensed Spaces to him.
- iii. The number of Smart Vending Kiosks as indicated in Annexure- A, are to be installed at the Metro Stations. If the Selected Bidder within a period of 03 (three) months from the date of issuance of LOA, applies for any additional space for setting up of Additional Automated Vending Kiosks for a particular Metro Station tendered in this RFP document the same may be provided to the Successful Bidder, at the same rates as applicable for the particular Metro Station and quoted in the Financial Proposal, at the discretion of Maha-Metro. The License Fees for such additional space shall commence immediately from the date of handing over of space.
- iv. During the subsequent period after the completion of these three months, the Bidder shall continue to have the liberty to identify additional places inside Metro stations for installation of additional Smart Vending Kiosks during the entire license period. Subsequently, if the Successful Bidder identifies and applies for supply & installation of additional number of Smart Vending Kiosks, if found feasible by Maha-Metro, the same may be provided through revision of the Annual License Fees at the prevalent market rates then. The License Fees for such additional space shall commence immediately from the date of handing over of such space.
- v. Consequent to any alteration / renovation of the Licensed Spaces, for which prior approval from Maha-Metro has been taken by the Licensee, if resulting in any decrease in the handed over area, the variation shall not be considered for any change in the license fee or other payment terms. However, at the time of termination / surrender or natural completion of

the License Period, Maha-Metro reserves the right to ask the Licensee to restore the Licensed Spaces as per the original allotment and the Licensee shall be permitted to remove all equipment's/ machineries/ Smart Vending Kiosks without any financial implications.

- vi. The maximum permissible area of 1.85 Sqm per Automated Vending Kiosks shall be limited to the area to be handed over under this Agreement. The Licensee shall also have access to balconies, refuge areas, common areas like staircase, lift lobby, ducts area etc. (the "**Common Area**"). However, the Licensee shall have no exclusive rights for using the outside area which shall only be used for the intended purposes and shall not be allowed to be encroached or used for any other purpose and any encroachment of such area shall be construed as breach of this Agreement inviting action as applicable for breach of the same.
- vii. At the time of termination/natural completion of license, Maha-Metro reserves the right to ask the Licensee to restore the said Licensed Space as per the original allotment. Licensee shall be permitted to remove the installation, machineries, movable assets installed under the scope of work of this License without any financial implication.
- viii. The Licensee acknowledges and accepts that the parking facility shall be as per the availability of the parking spaces available at the respective metro rail station and no special arrangement or exclusive parking area shall be provided by Maha-Metro.

2.4 Works to be executed

- i. Licensee shall not be permitted to undertake any civil works in the Licensed Spaces other than as necessary for installation of the Automated Smart Vending Kiosks and its operation, maintenance, security thereof.
- ii. Maha-Metro shall provide one electricity connection in the nearby vicinity of the Vending Kiosk Space. Licensee shall be responsible for undertaking the electricity connection from this point required for running, operation & maintenance of the Automated Vending Kiosk Spaces.

2.5 Property Tax and Registration of License Agreement

- a. The property tax, applicable if any, on the Licensed space shall be borne by the Licensee. The Property Tax proportionate to the License Space shall be paid by Maha-Metro and shall be recovered from Licensee
- b. Payment of stamp duty for execution & registration of this Agreement, if any, to be executed in pursuance of this bid shall be solely borne by the Licensee.

2.6 Infrastructure Services

- 1. It shall be mandatory for the Licensee to follow Green Building norms while doing the renovation/finishing/furbishing of the respective licensed space(s).
- 2. The Internal distribution of electric power, air conditioning systems, firefighting sprinklers, fire detection, advisable fire alarm panel etc. as per the norms required for the Licensed Space(s) shall be provided by the Licensee at his own cost.

The Licensee shall be required to take prior approval from the respective departments of Maha-Metro regarding the use of available infrastructure like electricity etc.

The licensee shall follow the Guidelines of National Building Code, codal provisions of relevant Indian standard Codes and “General Fitout Guidelines”, if any, issued by Maha-Metro and comply with the same and its further amendments as issued from time to time

3. The Licensee shall submit all plans / drawings and specification of material of the Automated Smart Vending Kiosks for approval of Maha- Metro before start of any work/s inside the Licensed Spaces.
4. It shall be mandatory for the licensee to submit the notarised undertaking on Rs. 500/- stamp paper before start of any work/s inside the Licensed Area, stating that:
 - a. The material used in the Licensed Spaces shall be non-combustible and shall be as per the Guidelines of National Building Code, and as per relevant Indian standard Codes.
 - b. Will be providing / installing all the mandatory firefighting arrangement inside the licensed area.
5. The Maha-Metro reserves the right not to give approval if it deems such works may act as a hindrance in the smooth functioning of its operations at the Project Site. All materials to be used including electrical materials should be fire resistant and should meet the minimum specifications as mentioned in the respective National Building Code applicable for metro stations and other relevant IS Codes. The prior approval of Maha-Metro is mandatory before commencement of the installation.
6. The Maha-Metro officials of Property Development Department, Civil Department, Electrical Department and MEP (Fire-Fighting) Department of the Maha-Metro will have full and unfettered access to inspect and check the materials before and after the installation, and during the license period. All instructions issued by them in this regard will be complied by Licensee in full and within time stipulated by the said officials. No claim or compensation will be sought by the Licensee on this account.
7. **Electricity, Installation of DG sets and Fire Fighting & Fire Protection:**
 - i) The licensee will have to pay fixed rental charges as per Maha-Metro Electricity policy. The Selected Bidder / licensee will have to declare the load required for the Licensed Space at the time of possession. Depending on the load the fixed rental charges will be levied by Maha-Metro, which will be revised yearly during license period. Licensee shall have to maintain its power demand within the declared load. However, the licensee if request for additional power load the Maha-Metro will provide the same with the fixed additional charges applicable for increased load. Licensee will have to apply for the same one month in advance.
 - ii) Maha-Metro will provide one-point electric connection outside or near the Licensed Area, from where the Licensee will take the tap off & make further arrangement inside licensed areas for electrification.
 - iii) DG power available in Maha-Metro network will not be made available to Licensee.
 - iv) All costs of shifting of existing lighting/small power sockets circuits/ AHUs etc. if any, within the Licensed Spaces, would be borne by the Licensee. This would include all costs involved in shifting/modification/addition.
 - v) Licensee has to carry out all works for functioning of tendered area on their own with all cost including installation & commissioning of MCB/MCCB/ELCB in spare space of Panel at the respective floor, ongoing feeders from panel, cable laying, cable trays, hangers in cable route, earthing, internal wiring, lighting, power distribution etc.
 - vi) Any addition / up-gradation/ modification of existing electrical power system works if

- required, are to be taken up subjected to technical feasibility and approval from Maha-Metro, If approved, same work can be carried out by Licensee along with associated costs.
- vii) The Licensee shall install only LED electrical lights and energy efficient Air-Conditioners to ensures energy conservation.
 - viii) Any augmentation to existing fire protection system, if required for Licensed Spaces as per norms of Maha-Metro and Nagpur Fire Services Department, shall be done by the Licensee at his own risk & cost after obtaining necessary approval from Maha-Metro as well as Nagpur Fire Services Department.

8. Fire Fighting & Fire Protection

- i) All equipment's, pumps & common piping etc required to be installed outside Licensed Area for firefighting arrangements will be provided by Maha-Metro up-to one point outside or near the Licensed Area, from where the Licensee will take the tap off & make further arrangement inside licensed areas for firefighting.
- ii) Inside the Licensed Area, Licensee shall furnish and maintain on the automated vending kiosk space sufficient portable fire extinguishing units as may be required. The Licensee shall from time to time and as reasonably required shall conduct appropriate inspections and tests of all fire monitoring, alarm and extinguishing equipment and systems.
- iii) Only after certification by the O&M officer / authorized representative of Maha-Metro, shall the Licensee be permitted to occupy and use the Licensed Space(s) for commercial purposes.
- iv) The Maha-Metro reserves the right to inspect the Licensed Space(s) at any time during the License Period in connection with fire-fighting readiness. Maha-Metro may also issue directives in this regard, which shall have to be adhered to and complied by Licensee. Any additional works as may be indicated on this account will also be carried out by the Licensee at its own cost. No claim for damages or compensation for inconvenience in this regard will be entertained by the Maha-Metro.
- v) Necessary approval from Chief fire officer will be taken by licensee.

9. Civil Utilities:

Public toilets are available at the designated points within the metro stations where the Licensed Spaces are located.

10. Disposal of Waste:

The Licensee shall have to make their own arrangements for daily disposal of waste (after segregation of dry and wet waste) out of Maha-Metro premises. The wastes shall be dumped at sites approved by concerned civic agencies to ensure perfect cleanliness. If any kind of waste is found disposed off on Maha-Metro land or premises a penalty/fine of Rs. 5000/- per instance shall be imposed by Maha-Metro for each occasion.

11. Security and other services:

Maha-Metro shall provide reasonable security and maintenance services for Khapri Metro Station, Sitabuldi Metro Station, Kadbi Square Metro Station, Automotive Square Metro Station, Lokmanya Nagar Metro Station, Dharampeth College Metro Station, LAD Square Metro Station, Shankar Nagar Metro Station, Cotton Market Metro Station, Nagpur Railway Station, Prajapati Nagar Metro Station for general cleaning & adequate lighting in the common areas

and compound lighting outside the building, operation of existing lifts. In the event that any one of the services provided by Maha-Metro may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, etc. Maha-Metro shall not be liable for any compensation to the Licensee, however, Maha-Metro shall use its best efforts to restore such services as soon as reasonably possible.

- 12.** The Licensee shall ensure that all relevant approvals / NOC's for different commercial activities are obtained by him from respective departments. He shall also ensure:
- a. Maintenance of its fire equipment's in good condition at all times.
 - b. Availability of trained staff round the clock at the Licensed Space.
 - c. No additions/ alterations are done without the prior approval of Maha-Metro.
 - d. Record of periodic check of fire equipment's and installation is maintained as per relevant code of practice.
 - e. Deviation if any may be brought to the notice of the Maha-Metro on account of its being the controlling authority.

- 13.** Further, it is clarified that the Licensee will be completely responsible for any loss of life or damages, in case of an emergency and/or due to the non-functioning of the fire safety system, including financial loss on account of failed transactions of Users that is exclusively under scope and control of Licensee. The Maha-Metro shall not be responsible for any loss of life and damages in the Licensed Spaces due to any malfunctioning of the Vending Kiosks.

2.7 Extension of Date of Commencement / Fitment Period / License Period

- a. If in event of, delay in handing over of the Licensed Spaces by Maha-Metro, either Commencement Date or Fitment Period or License Period individually or in combination may be extended suitably, as in the opinion of Maha-Metro are reasonable having regard to the nature and period of delay.
- b. Apart from above, the Licensee shall not be eligible for any other compensation for works so carried forward to the extended period of time. In addition, Licensee shall also make constantly its best endeavours to bring down or make good the delay and shall do all that may be reasonably required to the satisfaction of Maha-Metro to proceed with the works.
- c. Any failure or delay by Maha-Metro to provide the Licensee possession of the Licensed Space(s), or to give the necessary permission or necessary drawings or instructions or any other delay caused by the Maha-Metro due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate this Agreement or alter the character thereof or entitle the Licensee to any damages or compensation.
- d. Nevertheless, in the event of the delay being due to reasons being attributable to Licensee, or its failure to complete its obligations within specified time as per this Agreement, for the reasons other than the reasons attributable to Maha-Metro, Licensee shall not be entitled for any extension of date of Commencement Date or Fitment Period or License Period whatsoever.

2.8 Grace Period

- i. The Grace period for Licensed Spaces shall be 30 (Thirty) days. The Grace period shall be at the end of License tenure.

- ii. The Grace period shall be free of cost i.e. no License Fee will be charged for this period
- iii. If, the Licensee fails to vacate the Licensed Spaces within the grace period, penalty of twice the prevalent monthly License Fee shall be chargeable for occupation for these 30 (Thirty) days period and after lapse of these 30 (Thirty) days grace period, Maha-Metro shall take over the Smart Vending Kiosks treating at NIL value, even if it is under lock & key: and Maha-Metro shall be free to dispose of the goods/ equipment's/machines 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 the Licensed Spaces, the same shall be adjusted from the Interest Free Security Deposit available with Maha-Metro. No grace period shall be provided to licensee if the licensee decides to terminate the contract within the lock-in period.

2.9 Other Conditions

- c. If during the License period, any loss of Property and/or life takes place including loss due to failed financial transactions, the loss and account of the same shall be borne entirely by the Licensee and Maha-Metro shall not be liable for any such claims. The Licensee would be responsible for all the payments arising out of any third-party claims. The Licensee is advised to procure insurance for meeting such liabilities at his own cost.
- d. Licensee shall provide unfettered access to the authorized representative of Maha- Metro and its operation staff for the purpose of maintenance works (with respect to Nagpur Metro Rail Project), if applicable, inside the specified area at all times during the License period.
- e. Maha-Metro shall not be made party in any litigation arising between the Licensee and any third party during and/or associated with the refurbishing/finishing and the operations / maintenance of the Licensed Spaces. All civil and criminal liability shall be the responsibility of the Licensee.
- f. The Licensee shall not employ any person who is under the age of 18 years.
- g. Entry and access in paid area by the workmen of the Licensee shall be through smart card and its cost shall be borne by the Licensee. Identity Cards shall be issued by Maha-Metro but these ID cards shall not be applicable for making journey in trains and entry/ exit to paid areas of Stations. All the Licensee's personnel shall be required to possess ID card while working in Maha-Metro'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.
- h. The Licensee shall not have any right to infringe the Maha-Metro premises (other than the area licensed to him) and normal business, operation and commuters' facilities of Metro Rail Services.
- i. Upon observation of any such infringement the Maha-Metro shall issue a notice of compliance. If the Licensee fails to comply with three such notices and continue such infringement, the Maha-Metro shall have right to impose a penalty of Rs. 5000/ per day. This penalty shall be in addition to License Fees & other taxes payable to Maha- Metro. In the event if penalty is imposed on Licensee for 3 times during the entire License tenure, then this Agreement shall be liable for termination, subject to decision of Maha-Metro.
- j. It shall be mandatory for the Licensee to follow the operational timings of Nagpur Metro Rail.

ARTICLE 3 GRANT OF LICENSE

3.1. The License

3.1.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, and in particular subject to the due fulfilment of all the obligations assumed towards Maha-Metro by the Licensee, Maha-Metro hereby grants and authorizes the Licensee to the following (the "Specified Purpose") :

- a. To have access to Licensed Space(s) during the License Period, develop, finance, commission, operate, manage and maintain the Licensed Space(s) during the License Period at the cost and risk of the Licensee. Any development made by the Licensee on the Licensed Space(s) shall be deemed to be the property of Maha-Metro and all the rights of the Licensee in the Licensed Space(s) shall relinquish in the favour of Maha-Metro
- b. Subsequent to the Fitment Period, to utilise the licensed space, at its own costs and risk, for carrying out activities stated Annexure - B during the License Period on the terms and conditions stated herein and derive income from it.

3.1.2 Nothing contained herein, including the act of granting permission to use the Licensed Space(s) or any part thereof shall vest or create any proprietary interest in the Licensed Area or any part thereof including any permanent fixtures, fittings, etc. installed in the Licensed Area in favour of the Licensee or any part thereof or any other person claiming through or under the Licensee. The Licensee shall not in any manner sell, transfer, assign, mortgage, charge, create any lien or otherwise encumber or deal with the Licensed Area in any manner whatsoever.

3.1.3 Subject to and in accordance with the provisions of this Agreement, the License is hereby granted and shall oblige or entitle (as the case may be) the Licensee to:

- (a) Right of Way, access and license to the Licensed Spaces for the purpose of and to the extent conferred by the provisions of this Agreement;
- (b) manage, operate and maintain the Licensed Spaces allotted and regulate the use thereof by third parties;
- (c) demand, collect and appropriate revenue from the users for using the Smart Vending Kiosks;
- (d) perform and fulfil all the Licensee's obligations under and in accordance with this Agreement;
- (e) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Licensee under this Agreement; and
- (f) neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the License hereby granted or on the whole or any part of the Licensed Space nor transfer, License or part possession thereof.

3.2. Grant subject to obligation

3.2.1 It is clarified that the rights granted in respect of operation and maintenance of the Licensed Space under this Article 3 to the Licensee are subject to the conditions attached to exercise of such rights and performance of its obligations as set out in this Agreement and other documents executed pursuant to this Agreement.

3.3. License Period

- a. The License is hereby granted in favour of the Licensee for a total period of 03 (Three) years from the Commencement Date subject to unless otherwise terminated by Maha-Metro or surrendered by the Selected Bidder / licensee, in terms of provisions of License Agreement.
- b. The tenure of License Agreement shall commence from the date of handover of the Licensed Spaces.
- c. Tenure of the License Period of any additional space handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over for such additional space.
- d. There shall be a lock in period of one (01) year from the effective date.
- e. The Licensee shall have option to exit from the License Agreement immediately after completion of lock in period of 01 (one) years. For it, the Licensee shall have to issue 180 days prior notice to Maha-Metro. Such prior notice intimation of can be given after six months however option to exit will be available only after one (01) year.
- f. At no time during the license tenure, the Licensee shall be allowed to surrender partial Licensed Space which has been handed over to the Licensee by Maha-Metro.
- g. At the end of License Period or in the event of termination of this Agreement prior to completion of License Period, for any reason whatsoever, all rights given under this Agreement shall cease to have effect and the Licensed Spaces shall revert to Maha-Metro, without any obligation to Maha-Metro to pay or adjust any consideration or other payment to the Licensee.
- h. The License Period shall be inclusive of Fitment Period as applicable for the Licensed Spaces.
- i. On completion/ termination of this Agreement, the Licensee shall hand over the space with normal wear & tear. The Licensee shall be allowed to remove its assets like temporary structure, equipment's, smart vending machines etc. without causing damage to the existing structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space.
- j. At the end of the License Period or sooner determination of this Agreement for any reason whatsoever all rights given under this Agreement shall cease to have effect and the Licensed Area with all the furniture and fixtures and other assets permanently attached to the Licensed Area shall revert to Maha-Metro without any obligation on part of Maha-Metro to pay or adjust any consideration or other payment to the Licensee. The Licensee voluntarily gives Maha-Metro the right to seal the said Licensed Space(s) and remarket the same as part on its discretion upon Termination of this Agreement. No claim, compensation or damages will be entertained by Maha-Metro on this account.
- k. The Licensee shall not assign any of its rights or interest in respect to this Agreement in favour of any company/person(s) at any time and for any reasons whatsoever.

3.4. First Right of Refusal

The Licensee shall have "**First Right of Refusal**" at the end of license tenure, provided no default is made in the payments of License fees to Maha-Metro during the entire license period and the Licensee participates in the tender invited then and agrees to match the highest bid received. If the Licensee avails the First Right of Refusal, the new license period will be deemed to have started from the date of Issuance of the new LOA and there will be no fitment period applicable then.

The clause of First Right of refusal will be applicable to licensee only for one term, further the licensee will not be able to claim the clause for second term.

ARTICLE 4 THE CONSIDERATION TO MAHA-METRO

4.1. Charging of Annual License Fees

4.1.1 The Annual License Fees

- a. In lieu of the rights transferred to the Licensee for the vending kiosk space number at Metro Station, the Licensee has quoted an Annual License Fees of Rs. per Vending Kiosk, to be paid to Maha-Metro during the entire license period. The License fee shall be charged as per the financial proposal submitted by the Selected Bidder and shall be paid to Maha-Metro in advance on half yearly basis.

- b. The Annual License fee as applicable for the base year shall be computed as follows –

$$\begin{array}{l} \text{Annual License Fees} \\ \text{for a year} \end{array} = \begin{array}{l} \text{License Fees per Smart} \\ \text{Vending Kiosk per month in} \\ \text{INR} \end{array} \times \begin{array}{l} 12 \text{ months} \end{array}$$

- c. Payment of Rs. _____/- is made by M/s. _____ through RTGS / NEFT / Demand Draft Dated _____. The payment is made towards License fees, Common area maintenance charges, Facilitation charges and Security deposit.

- d. The license fee shall be escalated by 10% every year on compounding basis.
- e. The charging of license fee shall commence immediately after the end of Fitment period as applicable for the respective License Space irrespective of scenario where fitment period is exceeding the allowed period.
- f. The license fee shall be paid in advance, as illustrated below:

The Billing period	1 st April – 30 th September	1 st October – 31 st March
Period for the issue of Demand Note	16 th February to 15 th March	16 th August to 15 th September
Last Date of payment of Dues to Maha-Metro	31 th March	30 th September

- g. In the event if the license tenure at the end of the agreement is lesser than the period of six months, then the license fees shall be paid on pro-rata basis.
- h. The license fee can be paid by Demand Draft/ Pay Order/NEFT/RTGS in favour of Maharashtra Metro Rail Corporation Ltd., payable at Nagpur. The designated account number for Maha-Metro and IFSC Code for crediting the License fees will be provided in the demand note generated.

4.1.2 Common Area Maintenance

The Licensee shall also be required to pay Common Area Maintenance Charges for the respective automated vending kiosk space allotted to him. Common Area Maintenance Charges of Rs 500/- per vending kiosk space /month + GST/taxes as applicable, shall be payable to Maha-Metro along with the advance license fee. For consequent license tenure, the common area maintenance fees shall be in accordance with the timely revision made by Maha-Metro in this regard.

Payment of Rs. _____/- is made by M/s. _____ through RTGS / NEFT / Demand Draft Dated _____. The payment is made towards License fees, Common area maintenance charges, Facilitation charges and Security deposit.

4.1.3 Facilitation Charges:

A non-refundable, facilitation charges (inclusive of GST) during fitment period, to be levied as per table below, per vending kiosk space per station as applicable would also be paid to Maha-Metro.

Sr. No.	Facilitation Charges	Fix charges in fitment period (Rs. / month)
1	Per Automated Smart Vending Kiosk	3,000.00

4.2. Taxes, Penalties and Third-Party Dues

- 4.2.1 The applicable Goods and Service Tax (GST) along with applicable cess (if any) or any other taxes as applicable shall be payable extra, as applicable, from time to time.
- 4.2.2 All other statutory taxes, Statutory dues / liabilities, local levies, third party dues (i.e. electricity, water consumption charges etc.), damage/ penal charges, pending arrears, etc. as applicable from time to time shall be charged extra and shall have to be remitted along with the license fees for onward remittance to the respective Government agencies.
- 4.2.3 The Licensee shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this tender document / license agreement. Any change in Tax structure or Govt. guidelines will be imposed on the property business space separately.
- 4.2.4 In the event of termination of the license agreement before the completion of the Locking period, the License Fees and any other payment along with Performance Security and Security Deposit as the case may be submitted to the Maha-Metro till date shall be forfeited and the Licensee shall be blacklisted.
- 4.2.5 Along with License Fee, Licensee shall also pay other dues i.e. Goods and Service Tax, Statutory dues / liabilities, other charges, damage/ penal charges, pending arrears, etc. as applicable time to time.

4.3. Fixed Rental Charges:

The licensee will have to pay fixed rental charges as per approved rate as per Maha-Metro's policy. The Selected Bidder/licensee will have to declare the load required for the automated vending kiosk space at the time of possession of space (Annexure-E). Depending on the load the fixed rental charges will be levied by Maha-Metro, which will be revised yearly during license period. Licensee shall have to maintain its power demand within the declared load. However, the licensee if request for additional power load the Maha-Metro will provide the same with the fixed charges applicable for increased load. Licensee will have to apply the same one month in advance.

Sr. No	Establishments	Monthly fixed rental Charges (Rs. / kW / month)		
		2025-26	2026-27	2027-28
1	Per Automated Smart Vending Kiosk	4230	4140	4080

The responsible persons, one each from O&M team, Accounts / finance team and third-party user representative will check the connected load initially and at surprise visits and will sign the report as per Annexure-E.

4.4. Other Conditions

- a. In case of extension of the Commencement Date or Moratorium Period or both, as the case may be, for whatsoever reason, the escalation on the License Fee and maintenance fee shall be counted from the commencement date.
- b. The account shall be reconciled by Maha-Metro on an annual basis.
- c. The Licensee agrees voluntarily and unequivocally to make all payments to Maha-Metro as may be due before the due date, without waiting for any formal advice from Maha-Metro. In the events of non-receipt of any invoice, the Licensee agrees to collect the same from the office of authorized representative of Maha-Metro.
- d. Licensee shall periodically advise the details of payment deposited with Maha-Metro. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of Maha-Metro), then others dues/ liabilities like electricity, etc. and lastly the Annual License fee shall be accounted for.
- e. If the Licensee fails to pay or partly pay the Annual license fee and/or any other dues required to be paid as per terms and conditions of License Agreement by the due date, this shall constitute as Material Breach of Contract as per clause 15.2.1 (b), (Check the clause) making the Licensee liable for actions as per clause 15.3 of the License Agreement, Further license shall be blacklisted for three years for participating in the tenders / bids of Maha-Metro.
- f. In the event of default of Licensee in making payments of License fees, maintenance charges (as applicable), fixed rental charges, air conditioning charges, taxes or any other dues towards Maha-Metro in prescribed time, Maha-Metro shall be entitled to discontinue / disconnect the service of electricity / air conditioning / water / sewer etc in licensed premises and debar the Licensee from availing use of common areas / facilities (viz., use of stair case / lifts, etc). Apart from the said rights as stated, Maha-Metro shall also have the rights including but not limited to restrict the access of Licensee in licensed premises and recover all dues along with interest
- g. In case Licensee makes default in payment of License Fees for 3 (three) times during the entire License Period, the agreement shall be liable for termination by the Maha-Metro.
- h. Other charges as applicable and detailed in the License agreement will have to be borne by the Licensee
- i. In case of extension of the Commencement Date or Moratorium Period or both, as the case may be, for whatsoever reason, the escalation on the License Fee and maintenance fee shall be counted from the commencement date.
- j. Any delay in payments of Licensee Fees shall attract interest 15% per annum, on the amount

outstanding (calculated on a per day basis for a maximum period of 90 days), till the time the respective payments have been received by Maha-Metro.

- k. The Licensee / Selected Bidder shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this tender document / license agreement. Any change in Tax structure or Govt. guidelines will be imposed on the tendered space separately.

ARTICLE 5 OBLIGATIONS OF THE LICENSEE

5.1. Obligations of the Licensee

- 5.1.1. The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:
- a. to obtain due permits, necessary approvals, clearances and sanctions from Maha-Metro and all other competent authorities for all activities or infrastructure facilities including, power, waste disposal etc.;
 - b. to comply and observe at all times with all Applicable Permits, approvals and Applicable Laws in the performance of its obligations under this Agreement including those being performed by any of its contractors;
 - c. to develop, operate and maintain the Licensed Spaces at all times in conformity with this Agreement;
 - d. to furnish Maha-Metro with the technical specifications of the Smart Vending Kiosks within the Fitment Period;
 - e. To ensure that the food materials/ beverages etc. are as per the pre-determined standards, practices, guidelines, regulations of the Food Safety and Standards Authority of India (FSSAI) issued from time to time. The Selected Bidder shall also comply with any other additional and timely directives issued by the Government departments / agencies from time to time and as and when applicable;
 - f. To ensure regular upkeep and maintenance of the Automated Vending kiosks and Vending kiosk spaces and all parts thereof in good, safe merchantable, clean and orderly condition;
 - g. To maintain & replenish the stocks of the food materials/ beverages regularly in each Automated Vending Kiosks so as to ensure that the food material is without any contamination/ damages/ full proof/ secured completely/ within 'best use' date etc. Any shortfall on such standards shall be dealt with strictly as per the terms and conditions of this Agreement.
 - h. Ensure that the Automated Vending Kiosks are sufficiently stuffed at all times to ensure uninterrupted availability of various items (food materials/ beverages) etc.
 - i. to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors etc.;
 - j. to take all reasonable steps to protect the environment (both on and off the Licensed space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
 - k. to duly supervise, monitor and control the activities of contractors, agents, etc., if any, under their respective License Agreements as may be necessary;
 - l. to take all responsible precautions for the prevention of accidents and provide all reasonable assistance and emergency medical aid to accident victims;
 - m. not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of the Licensed Spaces and/or other installed assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;

- n. to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Metro Station, metro commuters or Maha-Metro's activities.
 - o. at all times, to afford access to the Licensed Spaces & the Smart Vending Kiosks to the authorized representatives of Maha-Metro, other persons duly authorized by any Governmental Agency having jurisdiction over the business of Licensed Spaces & the Smart Vending Kiosks, to inspect the Licensed Space & the Smart Vending Kiosks and to investigate any matter within their authority and upon reasonable notice; and
 - p. use non-combustible material in the Licensed Spaces for creation/erection/installation of any kind of furniture, fixtures and or partitions within the space. Use of combustible material within the Licensed Spaces shall not be permitted under any circumstances.
 - q. to comply with the divestment requirements and hand over the Licensed Space to Maha-Metro upon Termination of this Agreement;
- 5.1.2. The Licensee shall be solely and primarily responsible to Maha-Metro for observance of all the provisions of this License Agreement on behalf of its employees and representatives and agents and any person acting under or for and on behalf of the Licensee, contractor (s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, its agents or employees.
- 5.1.3. 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 Maha-Metro in this regard.
- 5.1.4. No tenancy/sub-tenancy is being created by Maha-Metro in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:
- a. The Licensee shall not have or claim any interest in the said Licensed Space as a tenant/sub-tenant or otherwise.
 - b. The rights, which Licensee shall have in relation to the said Licensed Space, are only those set out in this Agreement.
 - c. The relationship between Maha-Metro 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 Principal Agent or Partnership or Association of persons is hereby being created or intended to be created between Maha-Metro 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 Licensed Spaces.

5.2. Employment of trained personnel

- a. The Licensee shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

- b. The Licensee shall also ensure that the persons employed for work are above 18 years of age, and no child labour is being engaged for the work.

5.3. Authorised Representative and Project Manager.

- 5.3.1. The Licensee shall, within 30 (thirty) days from the Effective Date , nominate its Authorized Representative and shall authorized him for all correspondence, communication, signing of documents, participation in meetings etc. with Maha-Metro in respect of the Licensed Spaces/ Smart Vending Kiosk and issues relating to or arising out of this Agreement.
- 5.3.2. The Licensee shall at all times, take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct, by or amongst, his staff and labour, and to preserve peace and protection of persons in the neighbourhood of the Licensed space, against such conduct. The Licensee along with his Contractors (if any) shall disclose a list of all their employees and workmen, who are involved in the operation and maintenance of the Licensed Spaces. The Licensee shall ensure that under no circumstances, the employees and workmen of the Licensee or any Contractor, are otherwise deemed to be employees of Maha-Metro.

5.4. Obligation with respect to Taxes, duties

- 5.4.1. The Licensee shall be solely responsible to pay all other statutory taxes, statutory dues, local levies, Property Tax (proportionate to the Licensed Space) as applicable on this Agreement. The said taxes and all other third-party dues (i.e. electricity consumption charges etc.) as applicable shall be charged extra and shall have to be remitted along with the license fees as applicable. The Licensee shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this tender document / license agreement. Any change in Tax structure like introduction of GST as per Govt. guidelines will also be applicable.
- 5.4.2. Any new levies, taxes, cess etc. if any, imposed by Government Authorities on Maha-Metro for awarding this License shall be recovered from the Licensee separately by Maha-Metro. However, it is to be noted that Income tax if any which is imposed on Maha-Metro shall be borne by Maha-Metro only.
- 5.4.3. Payment of stamp duty on execution & registration of this Agreement, if any, to be executed in pursuance of this bid shall be solely borne by Licensee.
- 5.4.4. If the Licensee fails to pay any Taxes, charges, outgoing payments etc., which expenses he is required to bear, and the same are instead paid by Maha-Metro, then Maha-Metro shall be entitled, to be reimbursed for such amounts by the Licensee along with interest at a rate of 15% (Fifteen percent) per annum. In addition, the Licensee shall pay as damages to Maha-Metro @ 25% (Twenty Five Percent) of the sum total of amount paid by Maha-Metro and interest payable to Maha-Metro.

5.5. Approvals & Licenses

- 5.5.1. The Licensee shall observe and conform to all Applicable Laws relating to its business in any way and in particular but not limited to all public and labour related issues including health and sanitation in force for the time being. The Licensee shall ensure and shall remain responsible that its Contractors and End Users shall also adhere with Applicable Laws as required in this Agreement.
- 5.5.2. The Licensee shall at all times, obtain and keep valid all Applicable Permits, which are required

by Applicable Law, the Licensee shall at all times comply all laws in force in India.

5.5.3. Without prejudice to the foregoing:

- The Licensee and its Contractors shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 and the Rules made thereunder.
- The Licensee and its Contractors shall be responsible to ensure compliance with the provisions of the Apprentice Act, 1961 and the Rules and orders issued thereunder from time to time in respect of apprentices.
- The Licensee and its Sub-Contractors shall comply with the provisions of the Payment of Wages Act, 1936 and the rules thereunder.
- The Licensee shall comply with the provisions of all labour laws, rules & Regulations in force and as modified from time to time, where ever applicable.
- The Licensee shall be responsible for the safety of all employees directly or through Contractor employed by it on the Licensed Spaces and shall report serious accidents to any of them however and wherever occurring on the Licensed Spaces to Maha-Metro Representative and shall make every arrangement to render all possible assistance.
- For the purposes of all Applicable Laws, the Licensee shall be deemed to be the principal employer of all workers working at the Licensed Spaces. The Licensee shall indemnify Maha-Metro from and against any Liabilities under any of the Acts or Rules thereunder mentioned in this Article or any other Applicable Laws, and in case through order of any Government Authority, Maha-Metro has to pay any compensation in respect of the Licensed Spaces and operation of the Smart Vending Kiosks, Maha-Metro shall recover such amount of compensation so paid from the Security Deposit or otherwise from the Licensee under these conditions.

ARTICLE 6 OBLIGATIONS OF MAHA-METRO

6.1. Obligations of Maha-Metro

- 6.1.1. The Maha-Metro shall, at its own cost and expenses undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 6.1.2. The Maha-Metro agrees to provide the support to the Licensee and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
 - (a) grant the Licensee the right of way to the Licensed Spaces where the Licensee is selected as Highest Bidder.
 - (b) ensure that no barriers are erected or placed on or about the Licensed spaces by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter-state taxes;
 - (c) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
 - (d) support, cooperate with and facilitate the Licensee in the usage, operation and maintenance of the Licensed Spaces allotted in accordance with the provisions of this Agreement;

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1. Representations and warranties of the Licensee

The Licensee represents and warrants to Maha-Metro that:

- (a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and capacity to undertake the said Licensed space in accordance with the terms of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- (f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (g) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (i) it has complied with Applicable Laws in all material respects 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 a material adverse effect on its ability to perform its obligations under this Agreement;
- (j) all its rights and interests in the Licensed Spaces shall pass to and vest in Maha-Metro on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of Maha-Metro, and that none of the Licensed premises Assets shall be acquired by it except the movable assets/ machineries/ equipments & the Smart Vending Kiosks installed by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

- (k) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the License or entering into this Agreement or for influencing or attempting to influence any officer or employee of Maha-Metro in connection therewith; and
- (l) all information provided by the selected bidder in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

7.2. Representations and warranties of Maha-Metro

The Maha-Metro represents and warrants to the Licensee that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under this Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) 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 Instrumentality which may result in any material adverse effect on Maha-Metro's ability to perform its obligations under this Agreement;
- (f) it has complied with Applicable Laws in all material respects;
- (g) it has the right, power and authority to manage and operate the Licensed Spaces up to the Effective Date; and
- (h) it has good and valid ownership of the Licensed Spaces and has power and authority to grant a License in respect thereto to the Licensee.

7.3. Disclosure

In the event that any occurrence or circumstances comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

ARTICLE 8 DISCLAIMER

8.1. Disclaimer

- 8.1.1. The Licensee acknowledges that prior to the execution of this Agreement, the Licensee has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of work of the Smart Vending Kiosks, Specifications and Standards of the Smart Vending Kiosks, Licensed Spaces, existing structures, local conditions, traffic volumes and all information provided by Maha-Metro or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Maha-Metro makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Licensee confirms that it shall have no claim whatsoever against Maha-Metro in this regard.
- 8.1.2. Licensee acknowledges that prior to execution of this Agreement, they have extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and site conditions.
- 8.1.3. Licensee acknowledges that prior to execution of this Agreement, they have carefully assessed of intended earnings from scope of work of this Agreement and that they will be fully responsible for all its assessment in this regard.
- 8.1.4. Licensee confirms having seen / visited / assessed the intent of this License Agreement and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 8.1.5. Licensee also confirms that it has fully analysed to their fullest satisfaction, business viability of the Licensed Spaces with the intended use such as the Smart Vending Kiosks and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.
- 8.1.6. Licensee hereby undertakes that as on date
- Maha-Metro/MOUD/MOUHUA/Gol/Govt. of Maharashtra has not banned business with the Licensee or Any Central/State Government Department/PSU/Other Government entity or local body has not banned business with the Licensee which is applicable to all ministries (approved by the Committee of Economic Secretaries, Ministry of Commerce).
- 8.1.7. The Licensee acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that Maha-Metro shall not be liable for the same in any manner whatsoever to the Licensee or any person claiming through.

ARTICLE 9 SECURITY DEPOSIT

9.1. Security Deposit

9.1.1. The Licensee shall, for the performance of its obligations hereunder during the entire License Period, provide to Maha-Metro within 30 Days of Letter of Acceptance, a Security Deposit.

9.1.2. Payment of Rs. _____/- is made by M/s. _____ through RTGS / NEFT / Demand Draft Dated _____. The payment is made towards License fees, Common area maintenance charges, Facilitation charges and Security deposit.

9.1.3. The EMD/ Bid Security already submitted with bid shall be adjusted with the Security Deposit, in case of Licensee, balance amount shall be paid by the Licensee to “Maharashtra Metro Rail Corporation Limited”

9.1.4. The Security Deposit shall be with Maha-Metro for the entire License Period and shall be treated as “Interest Free deposits”.

9.1.5. Maha-Metro shall encash/adjust the Security Deposit against penalties as levied upon the Licensee during the License Period.

9.2. Appropriation of Security Deposit

Upon occurrence of a Licensee’s Default, Maha-Metro shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Security Deposit as Damages for such Licensee Default or failure to meet any Condition Precedent. Upon such encashment and appropriation from the Security Deposit, the Licensee shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be, and the Licensee shall, within the time so granted, replenish or furnish fresh Security Deposit as aforesaid failing which Maha-Metro shall be entitled to terminate this Agreement. Upon replenishment or furnishing of a fresh Security Deposit, as the case may be, as aforesaid, the Licensee shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Licensee Default, and in the event of the Licensee not curing its default within such Cure Period, Maha-Metro shall be entitled to encash and appropriate such Security Deposit as Damages, and to terminate this Agreement in accordance with Article 15.

9.3. Release of Security Deposit

The Security Deposit shall remain in force and effect for the entire License period. This Security Deposit shall be released upon Completion of entire License period and/or the termination (payable only in the event of non- Licensee default) date whichever is earlier. The Security Deposit shall be released subject to Maha-Metro’s right to receive or recover amounts if any due from Licensee under this Agreement. No interest shall be paid on the Security Deposit.

ARTICLE 10 ENTRY TO COMMERCIAL SERVICE

10.1. Effective Date

The Effective Date shall mean the date of signing of License Agreement or the date of handing over of possession or date mentioned in letter or notice for taking over possession of licensed space, whichever is later. However, in case the licensee fails to take-over the possession of the licensed space within the date stipulated by Maha-Metro, the effective date shall be deemed to have commenced from the date of signing of License Agreement, irrespective of date of actual handing over of the licensed space.

10.2. Commercial Operation Date (COD)

The Commercial Operation Date (COD) shall mean the immediate date upon completion of Fitment Period or commercial operation date of the station, whichever is later.

10.3. Fitment Period

For carrying out the fitouts, finishing works etc., Selected Bidder would be permitted with fitment period which is as follows -

Per Automated Vending Kiosk - 15 days

The fitment period shall commence from the date of handing over of automated vending kiosk space to licensee. The Selected Bidder shall have to complete in all respects the development of the tendered / licensed vending kiosk space, within the allowed fitment period. The agreement shall be valid for a period of 03 (three) Years from the date of handover of vending kiosk space, irrespective of extension of fitment period by Maha-Metro.

ARTICLE 11 OPERATION AND MAINTENANCE

11.1. O&M obligations of the Licensee

11.1.1. During the Operation Period, the Licensee shall operate and maintain the Smart Vending Kiosks in accordance with this Agreement and if required, modify, repair or otherwise make improvements to the Licensed Spaces to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice. The obligations of the Licensee hereunder shall include:

- (a) permitting safe, smooth and uninterrupted flow of visitors on the Licensed Spaces during normal operating conditions;
- (b) undertaking routine maintenance including prompt repairs;
- (c) undertaking routine maintenance of equipment if any;
- (d) preventing, with the assistance of concerned law enforcement agencies, any unauthorised use of the premises;
- (e) preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the premises;
- (f) protection of the environment and provision of equipment and materials therefore;
- (g) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Licensed premises;
- (h) maintaining a public relations unit to interface with and attend to suggestions from the Users, government agencies, media and other agencies; and
- (i) complying with Safety Requirements in accordance with Article 18.

11.1.2. The usage of the Licensed space shall be **for the works of installation, running, operations & maintenance of the Smart Vending Kiosks as per Annexure – B - List of Preferable Activities and Banned/Dis-allowed Activities**

11.1.3. Licensee shall keep and maintain the Licensed Space in neat & clean, safe & sound condition by maintaining it properly at their own cost during the License Period. Licensee shall bear the cost of minor day-to-day repairs.

11.1.4. Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of Maha-Metro's electrical inspectors/ authorized representative shall be complied by the licensee at its own cost.

11.1.5. Licensee shall ensure that fire detection and suppression measures are kept in good working condition at all times. The Fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Licensee's staff must be capable of addressing the safety issues during any emergency including operation of fire extinguisher.

11.1.6. In case of accident caused due to negligence of the Licensee resulting into injury/ death to Maha-Metro employees/ other users/ any person or loss to Maha-Metro property, Licensee shall compensate the loss(es), pay compensation without prejudice to other actions under this Agreement at the sole discretion of Maha-Metro, including termination of this Agreement and licensee will be blacklisted for the period of three years for participating in the tenders of Maha-Metro.

- 11.1.7. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by Maha-Metro fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- 11.1.8. The overall control and supervision of the Licensed Spaces shall remain vested with Maha-Metro who shall have right to inspect the whole or part of the licensed spaces as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of this Agreement.
- 11.1.9. The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of Maha-Metro for inspection of Licensed Space or for repair of Maha-Metro utilities passing through the Licensed Space at any time and to abide by and comply with all instructions as may be indicated by the fire officer & other officials. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the licensed area, proper protection as advised by Maha-Metro shall be done by Licensee.
- 11.1.10. Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of metro operations, passenger safety, safety of metro properties and its assets.
- 11.1.11. The Licensee and their authorized representatives shall have free access to the Licensed Spaces at all the times. The necessary identity cards to such person(s) shall be issued by Maha-Metro in accordance with its extant policy. However, entry into paid area or travelling by Metro trains shall be as per general policy to Maha-Metro commuters.
- 11.1.12. Encroachment: The Licensee shall not encroach up common areas/circulating areas or any other space, and restrict their operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine/compensation @ Rs.1,000/- on the first occasion, Rs.2,000/- on the second occasion and Rs.3,000/- after second occasion shall be imposed by Maha-Metro. Thereafter Maha-Metro reserves the right to revoke the license for breach of contract.
- 11.1.13. Further, Maha-Metro can impose the fine on Licensee up to Rs.5,000/- per offence per week on the following offenses:
- i. Any staff of Licensee found in drunken condition/ indulging in bad conduct.
 - ii. Any staff of the Licensee found creating nuisance.
 - iii. Improper maintenance of the Smart Vending Kiosks including but not limited to insufficient availability, quality etc. of the intended food materials/ beverages.
 - iv. Dishonour of drafts and Cheques given by Licensee in favour of Maha-Metro.
 - v. Misbehaviour with staff and commuters of Maha-Metro.
 - vi. Not following safety and security norms as may be indicated by authorized representative of Maha-Metro.
 - vii. Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.
 - viii. Not following the instructions issued by Maha-Metro authorities from time to time
- 11.1.14. The option to impose fine, penalty, etc. under this Agreement shall be exercised by Maha-Metro official not below the rank of Deputy General Manager (DGM).

- 11.1.15. It shall be sole responsibility of the Licensee to maintain law and order in its Licensed Spaces. Maha-Metro shall, in no way, will be responsible/accountable of any mis- happenings in the Licensed Spaces given on License basis to the Licensee.

11.2. Maintenance Requirements

- 11.2.1. The Licensee shall at all times during the Operation Period of the Licensed Spaces conforms to the maintenance requirements. The Licensee shall repair or rectify any defect or deficiency occurred during Operation & Maintenance of the Licensed Spaces and the Smart Vending Kiosks. The Licensee shall ensure that the Smart Vending Machines are operational during the operational hours of Nagpur Metro. Any repairs, maintenance works shall be undertaken during the non-operational hours. The obligations of the Licensee in respect of maintenance requirements shall include repair and rectification of the defects and deficiencies occurred during operation of the Licensed premises.

11.3. Safety, breakdowns and accidents

- 11.3.1. The Licensee shall ensure safe conditions within the Licensed Spaces and surrounding areas, and in the event of unsafe conditions, breakdowns and accidents, it shall follow the relevant operating procedures. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

11.4. De-commissioning due to Emergency

- 11.4.1. If in the reasonable opinion of the Licensee, there exists an Emergency which warrants de-commissioning and closure of the whole or any part of the Licensed Spaces, the Licensee shall be entitled to de-commission and close the whole or any part of the Smart vending Kiosks and Spaces for so long as such Emergency and the consequences thereof warrant; provided that such decommissioning and particulars thereof shall be notified by the Licensee to Maha-Metro without any delay, and the Licensee shall diligently carry out and abide by any reasonable directions that Maha-Metro may give for dealing with such Emergency.
- 11.4.2. The Licensee shall re-commission the operations and maintenance of the Licensed Spaces or the affected part thereof as quickly as possible after the circumstances leading to its decommissioning and closure have ceased to exist or have so abated as to enable the Licensee to re-commission the Licensed Spaces/ Smart Vending Kiosks. However, the recommissioning of the Licensed Space be done only after the written approval of Maha-Metro.

11.5. Maha-Metro's right to take remedial measures

- 11.5.1. In the event the Licensee does not maintain and/or repair the Licensed Spaces and such breach is causing or likely to cause the safety and security of a public at a large, Maha-Metro shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Licensee, and to recover its cost from the Licensee. In addition to recovery of the aforesaid cost, a sum equal

to 25% (twenty five percent) of such cost shall be paid by the Licensee to Maha-Metro as Damages.

- 11.5.2. Maha-Metro shall have the right, and the Licensee hereby expressly grants to Maha-Metro the right, to recover the costs and Damages specified in Clause 11.5.1 above.

11.6. Overriding powers of Maha-Metro

- 11.6.1. If in the reasonable opinion of Maha-Metro, the Licensee is in material breach of its obligations under this Agreement and, in particular, the maintenance requirements, and such breach is causing or likely to cause material hardship or danger to the Users, Maha- Metro may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Licensee to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.
- 11.6.2. In the event that the Licensee, upon notice under Clause 11.6.1, fails to rectify or remove any hardship or danger within a reasonable period, Maha-Metro may exercise overriding powers under this Clause 11.6.2 and take over the performance of any or all the obligations of the Licensee to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by Maha-Metro shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by Maha-Metro in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and Maha- Metro shall be entitled to recover them from the Licensee in accordance with the provisions of Clause 11.5 along with the Damages specified therein.
- 11.6.3. In the event of a national emergency, civil commotion or any other act specified in Clause 11.4, Maha-Metro may take over the performance of any or all the obligations of the Licensee to the extent deemed necessary by it or as directed by the Government, and exercise such control over the Licensed Spaces or give such directions to the Licensee as may be deemed necessary; provided that the exercise of such overriding powers by Maha- Metro shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by Maha-Metro. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 26. It is also agreed that the Licensee shall comply with such instructions as Maha-Metro may issue in pursuance of the provisions of this Clause 11.6, and shall provide assistance and cooperation to Maha-Metro, on a best effort basis, for performance of its obligations hereunder.

11.7. Restoration of loss or damage to Licensed Spaces

- 11.7.1. Save and except as otherwise expressly provided in this Agreement, in the event that the Licensed Spaces or any part thereof suffers any loss or damage during the License Period from any cause whatsoever, the Licensee shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Licensed Spaces allotted conforms to the provisions of this Agreement.

ARTICLE 12 INDEMNITY AND INSURANCE

12.1. Insurance

12.1.1. The Licensee shall, at its own cost and expenses, purchase and maintain during the License Period insurance to cover against:

- a. Loss, damage or destruction of the Licensed Area, at replacement value;
- b. The Licensee's general liability arising out of this Agreement;
- c. Liability to third parties; Injury, disability and death of licensee's employee.
- d. The risks that may devolve on Maha-Metro as a consequence of any act of negligence or omission by the Licensee or its employees, agents, contractors etc.; and

Any other insurance that may be necessary under and in accordance with the financing documents, Applicable Laws to protect the Licensee and its employees, including all Force Majeure Events that are insurable, and not otherwise covered in items above.

12.1.2. The aggregate of the maximum sums insured under the insurance taken out by the Licensee pursuant to this Article 12 are herein referred to as the "Insurance Cover".

12.1.3. The Licensee shall, immediately upon obtaining any insurance policy as per the requirement of this Agreement, provide to Maha-Metro copies or appropriate endorsements, certifications or other satisfactory evidence of insurance including copies of all premium payment receipts or renewals of all such insurance policies.

12.1.4. Such insurance shall not be cancelled, changed or terminated until the expiration of at least 45 (forty-five) days after written notice of such cancellation, change or Termination has been given to Maha-Metro in writing. If at any point of time the Licensee fails to maintain in force and effect any or all of the insurance policies required under this Agreement, Maha-Metro may, at its option, purchase and maintain such insurance at the cost and expense of the Licensee. All sums incurred by Maha-Metro thereon shall be reimbursed by the Licensee forthwith on demand, failing which the same shall be recovered by the Maha-Metro from the Security Deposit of the Licensee.

12.1.5. In the event of default i.e. failure of the Licensee to maintain the Insurance Cover, the Licensee agrees and undertakes to indemnify and hold the Maha-Metro harmless against any and all liabilities, losses, damages, claims, expenses suffered by the Maha-Metro.

12.2. Indemnity

12.2.1. The Licensee hereby undertakes to indemnify, defend, save and hold harmless the Licensor and its officers, servants, agents, (hereinafter referred to as the "Licensor's Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatsoever kind and nature, whether arising out of any breach by the Licensee of any of its obligations under this Agreement or any related agreement or Applicable Laws or from any negligence of the Licensee under contract or tort or on any other ground whatsoever.

- 12.2.2. The Licensee hereby undertakes to indemnify and hold the Maha-Metro Indemnified Persons harmless against all costs, damages, liabilities, expenses arising out of any third-party claims, relating to non- completion of the Fit-Out Activities; quality of the Fit-out Activities, the activities related to development and operations of the Licensed Space(s).
- 12.2.3. The Licensee hereby undertakes to indemnify the Maha-Metro Indemnified Persons against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 12.2.4. The Licensee hereby indemnifies the Maha-Metro Indemnified Persons against any loss or damage to the Licensed Spaces or otherwise for any act and omission of the Licensee including for breach of License Agreement or any Applicable Law by Licensee as the case may be.
- 12.2.5. The Licensee hereby undertakes that Maha-Metro Indemnified Persons shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of its contractors / sub-contractors. The Licensee shall indemnify and keep indemnified Maha-Metro Indemnified Persons against all such damages and compensation, all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 12.2.6. Survival on Termination
- The provisions of this Clause '12.2' shall survive Termination.

ARTICLE 13 MONITORING OF OPERATION AND MAINTENANCE

13.1. Reports of unusual occurrence

The Licensee shall, prior to the close of each day, send to Maha-Metro, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Licensed Spaces relating to the safety and security of the users/commuters and the Nagpur Metro Rail Project. For the purposes of this Clause, accidents and unusual occurrences on the Licensed Spaces shall include:

- (a) death or injury to any person;
- (b) damaged or dislodging of equipment;
- (c) any obstruction on the Licensed Spaces, which results in slow down of the services being provided by the Licensee or which may result in slowdown of the services provided by the Authority;
- (d) Any incidences of complaints raised by the Users upon the quality/ financial transactions etc. in operations of the Smart Vending Kiosks;
- (e) communication failure affecting the operation of Licensed Spaces;
- (f) smoke or fire;
- (g) flooding of Licensed Spaces; and
- (h) such other relevant information as may be required by Maha-Metro.

ARTICLE 14 FORCE MAJEURE

14.1. Force Majeure

14.1.1. Neither Maha-Metro 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:

- e. Earthquake, Flood, Inundation, Landslide.
- f. Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- g. Fire caused by reasons not attributable to the Licensee.
- h. Acts of terrorism
- i. War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- j. Strikes or boycotts, other than those involving the Licensor/ Licensee, its contractors, or their employees, agents etc.

14.2. Notice of Force Majeure Event

14.2.1. As soon as practicable and in any case within 3 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (the "Affected Party") shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:

- a) The nature and extent of the Force Majeure Event;
- b) The estimated period for which the Force Majeure Event is expected to last;
- 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. Performance of Obligations

14.3.1. The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a. Due notice of the Force Majeure Event has been given to the other party as required by the preceding Clause 14.2;
- b. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;

- c. There shall be no Termination of this Agreement due to Force Majeure Event except as provided in Clause 14.4;
- d. Where the Licensee is the Affected Party, the various deadlines set forth in this Agreement and the License Period shall be extended by the period for which such Force Majeure Event shall subsist.
- e. Where the Licensee is the Affected Party, it has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the facilities in the Licensed Space(s) as a result of the Force Majeure Event and to restore the facilities in the Licensed Space(s) , in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- f. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder. The non issue of such notice being no excuse for any delay for resuming such performance;
- g. The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
- h. Any proceeds of Insurance taken to safeguard force majeure events, received by the Licensee shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by Maha-Metro.

14.4. Termination due to a Force Majeure Event

In case a Force Majeure Event subsists for a period of 180 (one hundred eighty) days or more within a continuous period of 365 (three hundred sixty-five) days, either Party may in its sole discretion terminate this Agreement by giving 30 (thirty) days prior Termination Notice in writing to the other Party without being liable in any manner whatsoever.

ARTICLE 15 BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT

15.1. Surrender of License Agreement:

- 15.1.1. No partial surrender of licensed space or part of the licensed space which has been handed over to the Licensee by Maha-Metro shall be permissible during the tenure of the License Agreement.
- 15.1.2. The Licensee shall have option to surrender the license agreement after 01 (one) year lock-in period provided -
- The Licensee successfully completes initial 01 (one) year lock in period.
 - There is no arrear pending with the Licensee on the date of issue of surrender notice.
 - Maha-Metro receives a 180 days advance notice, in writing, from licensee for its intention to surrender the license agreement. Such notice of 180 days can be given as per the provisions of this license agreement.
 - Licensee continues to pay all dues as per schedule to Maha-Metro till the date of premature closure of License Agreement.
 - Licensee hand over peaceful possession of the all-Licensed space to Maha-Metro free from all encumbrances within 30 (thirty) days from the termination of License agreement.

If Licensee satisfies the above said conditions, Maha-Metro shall terminate this Agreement and refund interest free Security Deposit after adjusting any outstanding amount on the part of Licensee.

- 15.1.3. If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of 01 (one) year, this Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by Maha- Metro. In such a case, the balance Interest Free Security Deposit shall be forfeited in favour of Maha-Metro after adjustment of outstanding dues, if any, payable to Maha-Metro. No grace period shall be provided to Licensee in such a case. Maha-Metro may also recover the balance outstanding dues, if they are more than Interest Free Security Deposit, from the other contracts of Licensee in Maha-Metro. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s)/ Smart Vending Kiosks/ associated equipments or else Maha-Metro will seize their Smart Vending Kiosks and associated equipments at nil/ zero value. Maha-Metro shall be free to dispose-off the said goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- 15.1.4. There shall be a lock in period of 01 (one) year from the date of commencement of agreement. The Licensee shall have option to exit from the License Agreement immediately after completion of the lock in period. For it, the Licensee shall have to issue 180 days prior notice to Maha-Metro. Such prior notice intimation can be given after 06 months however option to exit will be available only after 01 (one) year. In this case, Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by Licensee. In this case, Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee. Maha-Metro may also recover the balance outstanding dues, if

are more than Interest Free Security Deposit, from the other contracts of Licensee in Maha-Metro. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else Maha-Metro will seize their property at nil / zero value. Maha-Metro shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

- 15.1.5. If the Licensee is desirous of terminating the License after expiry of above said lock-in period without serving any prior intimation period or shorter intimation period than 180 days, this Agreement shall deemed to be terminated on completion of such short / irregular intimation period. In such cases, the Interest Free Security Deposit shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. Maha-Metro may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in Maha-Metro. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the licensee before Licensee is permitted to remove their establishment(s) or else Maha-Metro will seize their property at nil/ zero value. Maha- Metro shall be free to dispose-off the said property/ goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

15.2. Breach of License Agreement/ Licensee's Events of Default:

- 15.2.1. Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:
- a. If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to Maha-Metro without any contributory factor of the Licensee.
 - b. If the Licensee fails to pay Annual License Fee, utility charges, common area charges, penalty or Damage herein specified or any other dues to be paid by the Licensee to Maha-Metro by the stipulated date.
 - c. If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
 - d. If the Licensee is in persistent non-compliance of the written instructions of a Maha-Metro officials.
 - e. If the Licensee or any of its representatives cause an incident or accident that results in injury or death to Maha-Metro employees/ commuters or loss to Maha-Metro property.
 - f. If the Licensee is in violation of any of the other Clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from Maha-Metro fails to cure the Default to the satisfaction of Maha-Metro.
 - g. If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.

- h. If the Licensee engaging or knowingly has allowed any of its employees or agents to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- i. If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Space except expressly permitted under this Agreement.
- j. If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- k. If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of Maha-Metro, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
- l. If the Licensee has abandoned the Licensed Space.
- m. If the licensee violates banned usage as per list given in Annexure-B.
- n. If the licensee submitted false undertaking (BID Form V of RFP Document) regarding not blacklisted / not banned by Central/ State Government Department/ Public Sector Undertaking/ Other Government Entities or Local Body or termination of contract due to their non-performance after award of contract during last three (03) years.

15.3. Termination of License Agreement by Maha-Metro:

- 15.3.1. In the event of application of clauses 15.2.1(a) and (b) above, Maha-Metro shall issue a 30 (Thirty) days' Notice to cure the default prior to considering the events specified therein as Licensee's events of default, to pay the outstanding Annual license fees and/or other dues along with an interest of 15% (Fifteen percent) per annum on the outstanding dues after the due date and falling in arrears. Interest shall continue to be accrued on monthly compounding basis until all the payable amount of Annual License Fees and/or other dues are finally squared up. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment.
 - a. In the event of the Licensee failing to deposit the outstanding License Fee and other dues within the 30 (Thirty) days' cure notice, Maha-Metro shall issue a Termination Notice to make payment of outstanding License Fee and other dues within next 15 (Fifteen) days.
 - b. In the event of Licensee failing to deposit the dues within fifteen (15) days from the date of issue of Termination Notice, it shall constitute Licensee's Event of Default under this Agreement and shall entitle Maha-Metro to forfeit the Security Deposit and terminate the License Agreement."
- 15.3.2. Further license shall be blacklisted for three years for participating in the tenders / bids of Maha-Metro.

15.4. On Operational Ground:

- 15.4.1. Maha-Metro reserves the right to terminate this Agreement by giving three months advance notice on operational grounds. This Agreement shall stand terminated after expiry of three

months' notice and the Security Deposit shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

15.5. Termination for Force Majeure:

15.5.1. The License Agreement may be terminated for Force Majeure Reasons as specified in Article -14.

15.6. Other Terms & Conditions:

15.6.1. On termination of this Agreement:

- a. All third-party agreements, entered by the Licensee with respect to the Licensed Spaces, shall stand terminated with immediate effect;
- b. In case of termination of this Agreement on account of Licensee's Events of Default, the interest free Security Deposit shall be forfeited in favour of Maha-Metro. Any outstanding dues payable to Maha-Metro shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit, shall be recovered from the Licensee.
- c. All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere.

15.6.2. A notice of vacation shall be issued to the Licensee to vacate the Licensed Spaces within 30 days.

- i. On termination of this Agreement, the Licensee shall handover the vacant possession of the Licensed Spaces to the Maha-Metro's authorized representative within 30 days from the date of termination of this Agreement, after removal of plants, equipment's, furniture, fixtures, etc. installed by the Licensee at its own cost, without causing damage to Maha-Metro structures. The Licensee shall be allowed to remove their temporary structures, assets like furniture, almirahs, DG sets, equipment's, Smart Vending Machines etc. without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, Maha-Metro reserves the right to deduct/ recover damage charges. No grace period shall be provided to licensee, if licensee terminates the contract within the lockin period.
- ii. If the Licensee fails to vacate the Licensed Spaces within the grace period of thirty (30) days, penalty of twice the prevalent monthly License Fee shall be chargeable for occupation for these thirty (30) days period. And, after lapse of these 30 (thirty) days grace period, Maha-Metro shall take over the goods / property treating at NIL/ Zero value, even if it is under lock & key; and 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 Licensed Spaces, the same shall be adjusted from the Interest Free

Security Deposit available with Maha-Metro. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.

- iii. After vacating the Licensed Spaces, the Licensee shall submit a vacation certificate from the Maha-Metro's authorized representative as a proof of Licensee having vacated the Licensed Spaces. Licensee's statement regarding vacation, without a vacation certificate from the Station in-charge or its authorized representative, shall not be accepted.
- iv. 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 Maha-Metro including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the Depot in charge or his authorized representative subsequent to termination of License Agreement.
- v. Rights of Maha-Metro on Termination: Maha-Metro 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 reemployment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Licensed space.
- vi. On termination of this Agreement, Maha-Metro shall have rights to re-enter, re-market or to seal/ lock the Licensed Space.

15.7. Rights of Maha-Metro on Termination

- 15.7.1. Notwithstanding anything contained in this Agreement, Maha-Metro shall not, as a consequence of Termination or otherwise, 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(s).
- 15.7.2. In cases of termination of License agreement due to default of Licensee, Maha-Metro shall have the exclusive rights to cut electricity connection to the Licensed area and also start process for eviction of Licensee from Maha-Metro Property.

15.8. Right to re-market the said Licensed Space(s) on Termination

- 15.8.1. Notwithstanding anything contained in this Agreement, Maha-Metro shall have right to remarket the Licensed Space(s) on Termination of this Agreement for any reasons whatsoever.

ARTICLE 16 DISPUTE RESOLUTION/ARBITRATION

16.1. Amicable Resolution

16.1.1 No legal action till Dispute Settlement Procedure is exhausted.

Any and all Disputes shall be settled in accordance with the provisions of Article 16. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Article 16 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

16.1.2 Notice of Dispute

For the purpose of Sub-Clause 16.1.2, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 30 days after the date of takeover of the License Space by Maha-Metro.

16.1.3 Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

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

16.1.4 Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Licensor. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

16.1.5 Conciliation Procedure

The Employer shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Licensee who shall choose one of them to act

as Conciliator and conduct conciliation proceedings in accordance with “The Arbitration and Conciliation Act, 1996” of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. There will be no objection if conciliator so nominated is a serving employee of Maha-Metro who would be Deputy HOD level officer and above. The Licensor and the Licensee shall in good faith co- operate with the Conciliator and, in particular, shall endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

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

16.1.6 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

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

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

16.2. Arbitration

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

- a. Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the Licensor, shall be referred to arbitration. Other matters shall not be included in the reference.
- b. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, Maharashtra Metro Rail Corporation Limited, Nagpur (MD/Maha-Metro).
- c. The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

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

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

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

- i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/Maha-Metro, the Licensor will forward a panel of 03 names to the Contractor. The Licensee shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Licensor. In case the Licensee fails to choose one Arbitrator within 30days of dispatch of panel of arbitrators by Maha-Metro then MD/Maha-Metro shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.
- ii) **In case of 3 Arbitrators:**
 - a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/Maha-Metro, the Licensor will forward a panel of 5 names to the Licensee. The Licensee will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Licensor.
 - b) Licensor will decide the second Arbitrator. MD/Maha-Metro shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Licensee, within 30 days from the receipt of the consent for one name of the Arbitrator from the Licensee. In case the Licensee fails to give his consent within 30 days of dispatch of the request of the Licensor then MD/Maha-Metro shall nominate ~~both~~ the Arbitrators from the panel.
 - c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties

out of the panel of 05 Arbitrators provided to Licensee or from the larger panel of Arbitrators to be provided to them by Licensor at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / Maha-Metro.

- d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/Maha-Metro fails to act without undue delay, the MD/Maha-Metro shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- e) The Licensor at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Licensee.

16.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 16.2.2 above):
The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

a Working / Retired Officer (not below E-8 grade in a PSU with which Maha-Metro has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management;

or

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

16.2.4 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

16.2.5 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Conciliator for the purpose of obtaining his decision. No decision

given by the Conciliator in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence.

16.2.6 It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast-track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

16.2.7 If the Licensee(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Licensor/ Conciliator that the final demand is ready, he/they will be deemed to have waived his/their claim(s) and the Licensor shall be discharged and released of all liabilities under the License Agreement in respect of these claims.

16.2.8 Arbitration proceedings shall be held at Nagpur, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

16.2.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.

16.2.10 The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be, shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

16.2.11 A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award. Party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

16.2.12 Interest on Arbitration Award

Where the arbitral award is for the payment of money, interest @ 15% per annum shall be payable on whole or any part of the money for the period it is accrued, till the date on which the award is made.

16.2.13 Cost of Conciliation / Arbitration

The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the Licensor from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the Licensor or by the Court of law unless specifically directed by Hon'ble Court

otherwise on the matter and shall be shared equally by the Licensor and the Licensee. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself. The latest scale of fee & other charges fixed by Maha-Metro are as per Schedule-D enclosed.

16.2.14 Jurisdiction of Courts

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

ARTICLE 17 REPRESENTATIONS AND WARRANTIES

17.1. The Licensee represents and warrants to Maha-Metro that -

- a. It is duly organized, validly existing and in good standing under the laws of India;
- b. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d. It has the financial standing and capacity to undertake the commercial utilization of Licensed bare space;
- e. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
- g. There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
- i. It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j. No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to Maha-Metro or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;

- k. The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that Maha-Metro shall not be liable for the same in any manner whatsoever to the Licensee.
- l. The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of Maha-Metro. 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.

17.2. Obligation to notify change:

In the event that any of the representations or warranties made/given by the Licensee ceases to be true or stands changed, it shall promptly notify Maha-Metro of the same.

ARTICLE 18 MISCELLANEOUS

18.1 Interest and Right of Set Off

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at the rate of 15% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off. Provided that the stipulation regarding interest for delayed payments contained in this Clause 18.1 shall neither be deemed nor construed to authorize any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

18.1.1. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Nagpur shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

18.1.2. Waiver

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- a. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- b. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- c. shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

18.1.3. Survival

Termination of this Agreement (a) shall not relieve the Licensee or Maha-Metro of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

18.1.4. Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of this Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

18.1.5. No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. Maha-Metro is also not a principal employer in regard to the activities of the Licensee.

18.1.6. Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

18.1.7. Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

18.1.8. Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only this Agreement.

18.1.9. Employees of Licensee

The employees/ staff of the Licensee shall not be deemed or construed to be the employees of Maha-Metro. The Licensee understands and undertakes that its employees/ staff shall make no claim against Maha-Metro for any reasons whatsoever. Further, the Licensee also agrees that the Maha-Metro shall not be liable for any accident/injury or claims of the workers/ employees during the execution of the developmental works under this Agreement and the Licensee hereby indemnifies and undertakes to keep Maha-Metro indemnified in respect of the same.

18.1.10. Encroachment

The Licensee shall have no exclusive rights for using the Common Areas and restrict its operation to within the Licensed Area. The Common Areas shall not be allowed to be encroached or used for any other purpose and any encroachment of Common Area shall be construed as breach of the License Agreement inviting action as applicable for breach of the License Agreement.

18.1.11. Registration of Agreement: -

The registration of License agreements should be done within 30 days of signing of agreement, the licensee/ lessee (registration fees, stamp duty etc to be fully borne by the licensee/lessee) and the duly registered documents to be submitted to Maha-Metro for records. Any amendment in the contract agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to Maha-Metro for record.

In case the registration of the license/lease agreement /amendment is not done within the 30 days of signing of license/lease agreement/ amendment, it shall be treated as “Material Breach of Contract”. The Licensee will be given 30 days’ time to cure the defaults. In case Licensee fail to remedy the default to the satisfaction of the Maha-Metro within the cure period, Maha-Metro may terminate the License agreement after expiry of cure period duly forfeiting the security deposit/ any other amount paid by Licensee.

18.2. Miscellaneous

18.2.1. All penalty amounts stipulated in the License Agreement shall become double after completion of every 3 (three) years from the date of commencement of License Agreement on rolling basis.

18.2.2. Licensee shall comply with the laws of land including Nagpur Pollution Control Board guidelines, building guidelines, fire norms etc. Maha-Metro shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.

18.2.3. Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker’s compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee. These personnel shall at no point of time be construed to be employees of Maha-Metro 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 Maha-Metro from any claims that may arise in connection with above.

18.2.4. Employees conduct:

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

18.2.5. Notices:

a. Maha-Metro and Licensee voluntarily and unequivocally agrees that any notices to be

served with reference to the said agreement shall be sufficiently served and given if delivered to-

If to Maha-Metro:

Address : Maharashtra Metro Rail Corporation Limited
Metro Bhavan, Near Dikshabhoomi, Ramdaspath,
Nagpur-440010
Telephone : 0712 –2554217
Fax : 0712-2553300
Email : pd@mahametro.org

Kind Attention : Managing Director
Cc : Maha-Metro Representative

If to the Licensee

Name : M/s
Address : “”
Telephone : 0712-
Fax :
Mobile :
Attention :

- b. That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the General Manager Property Development or by his duly authorized representative. All Notice shall be addressed as follows:
- c. No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

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

(_____)
Authorized Signatory

(_____)

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF Licensee

MAHARASHTRA METRO RAIL CORPORATION
LIMITED

In Witness whereof the Licensee and Maha-Metro have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

(Witness – 1)

(Witness – 2)

.....
Name:.....
Address:.....
.....

.....
Name:
Address:
.....

Annexures

Annexure – A: Details of Space offered for Licensing

Sr. No.	Metro Station Name	Reach	Floor Level	Number of Vending Kiosk Space	Area (in Sqm)	Nomenclature
1	Khapri	Reach-1	Road Level	1	1.85	KHP/SVM-01
2	Sitabuldi	Reach-1	Concourse	1	1.85	SIT/SVM-01
3	Kadbi Square	Reach -2	Concourse	1	1.85	KVW/SVM-01
4	Automotive Square	Reach -2	Concourse	1	1.85	AQS/SVM-01
5	Lokmanya Nagar	Reach -3	Concourse	1	1.85	HLY/SVM-01
6	Dharampeth College	Reach-3	Concourse	1	1.85	AVW/SVM-01
7	LAD Square	Reach -3	Concourse	1	1.85	LWK/SVM-01
8	Shankar Nagar Square	Reach -3	Concourse	1	1.85	SRN/SWM-01
9	Cotton Market	Reach-4	Concourse	1	1.85	COK/SVM-01
10	Nagpur Railway Station	Reach-4	Concourse	1	1.85	NWS/SVM-01
11	Prajapati Nagar	Reach-4	Concourse	1	1.85	PJG/SVM-01

Note:

1. Areas indicated above are approximate. Actual area measured at time of handing over shall be final and binding. If there is any variation in area the License Fees and other dues shall be for actual area handed over.
2. All Licensed Spaces offered on license basis are available on “as is where is basis”.
3. All Licensed Spaces can be utilized for any activity except the activities specified in banned list as detailed in Annexure –B: List of Preferable Activities and Banned/Dis-allowed Activities

Annexure – B: List of Preferable Activities and Banned/Dis-allowed Activities

A. List of Permitted activities

Activities allowed in the Licensed Spaces shall be governed by the extent provisions of any activities permitted by the Maha-Metro under the administrative jurisdiction. Indicative nature of the activities and facilities that are allowed at the Licensed Space(s) are as under:

- Smart Vending Kiosks dedicated for micro retailing products such as food material packages/ beverages etc.

B. List of Banned/Dis-allowed Activities list:

- 1) Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
 - 2) Any product the storage and sale of which may lead to or be considered as a fire hazard, such as firecrackers, industrial explosives, chemicals etc.
 - 3) Sale of liquor and alcohol-based drinks or beverages.
 - 4) Sale of tobacco and tobacco products.
 - 5) Slaughterhouses
 - 6) ATM's
 - 7) Coal/Gas based cooking is strictly prohibited.
 - 8) Advertisement at any location and in any format.
 - 9) Banqueting and similar activities
 - 10) Eating joint/ manned kiosks
 - 11) Restaurant, food courts, takeaway joints, cloud kitchens etc. with the use of cooking gas or any other combustible material for preparation of food.
 - 12) Departmental Store, Discount Store, Daily Needs, Retail Stores, General Stores
 - 13) Restaurants, Fast Food Stalls (only electric based re-heating will be allowed), Small Eateries, Take away, food & Beverages Café's, Ice-Cream Parlors etc.
 - 14) Offices, i-Banks.
 - 15) Coaching Centre, Computer Training Centers
 - 16) Storerooms
 - 17) Clinics, Saloons
 - 18) Showrooms for Consumer goods like Garments, Mobile, Electronics / Electrical Items, General Utilities
-

Annexure-C: Proforma of Handing Over Note

Date: / /20

The Licensed Space bearing number _____, admeasuring _____

Sq ft . (Ft x Ft), at _____ of _____ of Reach- _____,

is handed over to the Licensee, through _____ of

office at _____

for its operation, on / /20 at : hrs/am/pm, in the

presence of representatives of PD Cell of Maharashtra Metro Rail Corporation Limited, Nagpur .

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

**Executive Director () (Reach – PS
/ 1 / 2 / 3 / 4)**

**General Manager
(Property Development)**

Possession of space taken over by me

Licensee

(M/s. _____)

Annexure-D: Proforma of Taking Over Note

Date: / /20 .

Vacant possession of _____ Metro Station earlier assigned under SNR is taken over by SM/SC on _____ (Date) _____ (Time) from the Licensee _____

In the presence of _____ representatives of _____.

The Vacant possession of Licensed Space bearing number _____ and admeasuring _____ Sqft at _____ Metro Station earlier handed over to the Licensee, _____

for its operation and maintenance on (date). at (time), is taken over by SM/SC on _____ (Date) _____ (Time) from the Licensee _____

In the presence of _____ representatives of _____

Executive Director
(Reach – PS / 1 / 2 / 3 / 4)

General Manager
(Property Development)

General Manager
(Operation & Maintenance)

Chief Project Manager
(Electrical & Mechanical)

Station Manager / Station Controller / Station-in-charge

Possession of space handed over by me

Licensee
(M/s. _____.)

Annexure-E: Joint Load Measurement Report for electricity

Date of visit	
Station / Premise Name	
Name of the Shop / Shop Number	

Sr. No.	Name of the Device / equipment	No. of Units of the device / equipment (a)	Load in kW/unit (b)	Total Load in kW (a*b)
Total Load in kW				
Note: If required please attach separate pages.				
Remark:				
Signature				
Name of the Representative				
Department	O&M		Finance / Account	Third Party User
Approved By				
Sign				
Manager (O&M)				