



**Maha
Mumbai
Metro**

Operation Corporation

**POLICY FOR
LICENSING OF SPACES NEAR METRO STATIONS OF LINE 2A, 7,
Monorail AND UPCOMING LINES FOR SETTING UP ELECTRIC
VEHICLE CHARGING POINTS**

**Policy No. MMMOCL /NFBR/EV-Charging-Policy
June 2025**

Maha Mumbai Metro Operation Corporation Limited (MMMOCL)
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Section 2 - Disclaimer

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

2.2 This policy Document is not an offer but is an invitation by Maha Mumbai Metro Operation Corporation Limited (MMMOCL) to the applicants for participation in the allotment process for selection of Licensee. This Policy Document is provided with information that may be useful to applicants in making their applications pursuant to this Policy Document. This Policy Document includes statements, which reflect various assumptions and assessments arrived at by MMOCL. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. Each applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Policy Document and obtain independent advice from appropriate sources.

2.3 Information provided in this Policy Document to the Applicant(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MMOCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Intimation of discrepancies in the Policy Document, if any, may be given, by the applicants, to the office of the MMOCL, immediately, by the applicants. If MMOCL receives no written communication, it shall be deemed that the applicants are satisfied with the information provided in the Policy Document.

2.4 This Policy Document may not be appropriate for all persons, and it is not possible for MMMOCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Policy Document. The assumptions, assessments, statements and information contained in the Policy Document may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Policy Document and obtain independent advice from appropriate sources.

2.5 MMMOCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this Policy Document. MMMOCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Policy Document or otherwise arising in any way for participation in this Bid Stage.

2.6 The issue of this Policy Document does not imply that MMMOCL is bound to select an applicant or to appoint the Preferred applicant or Licensee, as the case may be for the grant of License and MMMOCL reserves the right to reject all or any of the applicants or applications without assigning any reason whatsoever. Applicants shall bear all its costs associated with or relating to the preparation and submission of its application. MMMOCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by applicants in preparation or submission of the application, regardless of the conduct or outcome of the Application Process. Applicants are expected to carry out extensive study and analysis at their own cost, before submitting their respective application for award of the License Agreement. Any queries or request for additional information concerning this Policy Document shall be considered only if it is submitted in writing.

Section 3 - Definitions & Abbreviations

3.1 Definitions:

Term	Definition
Authority / Licensor	Maha Mumbai Metro Operation Corporation Ltd (MMMOCL) referred as Authority / Licensor
Applicable Laws	Applicable Laws, means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
Policy	Licensing of Spaces Near Metro Stations of Line 2A, 7, Monorail And upcoming Lines for Setting Up Electric Vehicle Charging Points.
Applicant	Entity submitting Application for grant of License in accordance with this Policy
Commissioning of Metro	Date from which commercial operations of station is commenced.
Commencement Date	Date of commencement of License Agreement as defined in Policy document
Escalation	% Increase in License Fee / other charges applied per annum
Appointed Applicant	Applicant whose Application has been approved by the Authority
Proposal	Submissions by the Applicant towards this Policy
Gross Revenue	Total revenue earned by a business in a financial year
Late Payment	Payment made after the specified due date
License Period	Period for which the License is granted
Lock-in Period	Period for which the Licensee cannot terminate the License
Lock-in Period start Date	Lock in period will start from start of the License Period
License Fee	Consideration for grant of Licensing of Spaces Near Metro Stations of Line 2A, 7, Monorail And upcoming Lines for Setting Up Electric Vehicle Charging Points
License	“License” means the grant of License by MMOCL to the Licensee to utilize the Licensed Premises under terms and conditions of this Policy Document.
Licensee / Selected Entity	“Licensee” means the Selected Applicant, who has executed the License Agreement with MMOCL pursuant to the conclusion of the application process.
License Agreement	“License Agreement” means the License Agreement to be executed between MMOCL and the Selected Applicant.
MMMOCL	Maha Mumbai Metro Operation Corporation Ltd

Term	Definition
Mumbai Monorail & Metro Lines	Fully elevated metro lines being developed by MMMOCL – Line 2A: Andheri West – Dahisar East Line 7: Dahisar East – Gundavali (Andheri East) Monorail: Chembure and Sant Gadge maharaj Chowk (SGMC) And other upcoming Metro Lines
Performance Security	Interest-Free Bank Guarantee (in SFMS Mode) or Demand Draft or Bankers Cheque furnished by the Licensee as security deposit against non-performance of Licensee's obligations
Net Worth	Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation
Gross Revenue	Total revenue earned by a business in a financial year
EV Charging	EV charging shall include; Battery Swapping, Fixed EV Charging points, etc.

3.2 Abbreviations:

Term	Abbreviations
DD	Demand Draft
GST	Good and Services Tax
JV	Joint Venture
LOA	Letter of Award
LOI	Letter of Invitation
MMMOCL	Maha Mumbai Metro Operation Corporation Ltd
NFBR	Non-Fare Box Revenue
O&M	Operation and Maintenance
PS	Performance Security
PSU	Public Sector Undertaking
PTW	Permit to Work
SQM	Square Meter

Section 4 - Letter of Invitation

Policy Ref No. MMMOCL/NFBR/EV-Charging-Policy

Sub: Letter of Invitation (LOI) for Applications from interested entities for Licensing of Spaces Near Metro Stations of Line 2A, 7, Monorail And upcoming Lines for Setting Up Electric Vehicle Charging Points.

Dear Sir / Madam,

Maha Mumbai Metro Operation Corporation Limited (MMMOCL), a Government of Maharashtra Public Sector Undertaking (PSU), currently is in charge of operating and maintenance of the ~35 km Mumbai Metro Lines 2A & 7 and ~20 km of Monorail Line comprising of 47 fully elevated stations. And upcoming lines will be followed to be operated and maintained by the MMOCL.

The purpose of this Policy is to appoint a Licensee for Licensing of Spaces Near Metro Stations of Line 2A, 7, Monorail And upcoming Lines for Setting Up Electric Vehicle Charging Points. The eligibility criteria, commercial terms and other provisions have been detailed out under various sections of this Policy document. MMOCL shall evaluate all Applications received and grant the License to the eligible Applicant (s) as per the outcome of the evaluation of the Application by MMOCL as detailed in this Policy.

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

For further details, you may contact:

Prashant Visoriya, Manager (Commercial)
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Email: mgco@mmocl.co.in
Sincerely,

Sd-

Managing Director

03rd, June 2025| Mumbai

Section 5 - Objective of this Policy

5.1 The Authority intends to provide passenger convenience facilities such as EV charging points in the proximity of Metro and Monorail stations.

5.2 The Authority intends to monetise commercial potential of ML 2A, 7, Monorail and other upcoming metro lines which will act as a source of funds towards financing the project operations costs.

5.3 The Authority has identified Licensing of Spaces Near Metro Stations of Line 2A, 7, Monorail And upcoming Lines for Setting Up Electric Vehicle Charging Points as one of the revenue heads for Non-Fare Box Revenue (NFBR) generation.

5.4 The purpose of this Policy is to appoint Licensee(s) for Licensing of Spaces Near Metro Stations of Line 2A, 7, Monorail And upcoming Lines for Setting Up Electric Vehicle Charging Points.

5.5 Spaces are currently available on License basis across 30 stations of Metro Line 2A & 7 and 17 Monorail stations. This Policy will be applicable for future available spaces at other upcoming metro lines stations.

5.6 In this reference, the Authority invites Applications from interested firms and other qualified and Applicants for availing space offered for Setting Up Electric Vehicle Charging Stations on License basis.

Section 6 - About Mumbai Metro Line 2A, 7 and Monorail

6.1 Overview

6.1.1 Maha Mumbai Metro Operation Corp Ltd (MMMOCL) is a Government of Maharashtra Public Sector Undertaking (PSU), is in charge of operating and maintenance of the ~35 km Mumbai Metro Lines 2A & 7 comprising of 30 fully elevated stations. 2A & 7 forms an integral part of the Mumbai Metro Master Plan as it provides unprecedented connectivity to Mumbai's business districts as well as major transport hubs in the city.

6.1.2 Mumbai Metro Line 2A

- Metro Line 2A from Andheri West to Dahisar East is 18.6 km long elevated corridor with 17 stations.
- Line 2A shall provide connectivity for the western and northern suburbs of Mumbai along Link Road on the western side of the suburban railway line.


6.1.3 Mumbai Metro Line 7

- Metro Line 7 from Dahisar East to Andheri East is 16.5 km long elevated corridor with 13 stations.
- Line 7 shall provide connectivity for the western and northern suburbs of Mumbai along Western Express Highway on the eastern side of the suburban railway line.

6.1.4 Project Schedule


- In the first phase, ~20 km of the stretch from Dahanukarwadi to Dahisar East on line 2A and Dahisar East to Aarey on line 7 has been commissioned in Apr'22 and rest of the stretch was commissioned in Jan'23. Monorail is also has been commissioned.
- Other upcoming Metro Lines are expected to be commissioned in near future.

Current Line	Stations	Km	Alignment	Alongside Road
Line 2A	17	18.6	Andheri West to Dahisar East	Link Road
Line 7	13	16.5	Dahisar East to Andheri East	Western Express Highway
Monorail	17	20	Chembur to SGMC	Western express highway
Total	30	~55		



मुंबई मेट्रो
Mumbai Metro
M.M.R.C.A.

Mumbai MRTS Network Map



6.3 Interchanges

6.3.1 Line 2A shall have interchange/proximity with –

- a) Existing Metro Line 1 (Ghatkopar to Versova) at Andheri West
- b) Upcoming Metro Line 7 (Dahisar East to Andheri East) at Dahisar East
- c) Upcoming Metro Line 2B at Andheri West
- d) Metro Line 6 (Andheri West to Vikhroli) at Lower Oshiwara
- e) Upcoming Metro Line 9 from Dahisar East to Mira Bhayandar
- f) Suburban rail at Andheri, Goregaon, Malad, Kandivali, Borivali and Dahisar

6.3.2 Line 7 shall have interchange/proximity with –

- a) Existing Metro Line 1 (Ghatkopar to Versova) at Andheri East at Western Express Highway (WEH) station.
- b) Upcoming Metro Line 2A (Andheri West to Dahisar East) at Dahisar East and 7A from Andheri to CSIA
- c) Metro Line 6 (Andheri West to Vikhroli) at Jogeshwari East
- d) Suburban rail at Jogeshwari and Goregaon

6.3.3 Monorail shall have interchange/proximity with –

- a) Suburban Rail system at Wadala Rd (Harbor Line), Lower Parel (Western) and Chembur (Harbor Line)
- b) Metro Line- 2B at VNP & RC Marg station
- c) Metro Line- 3 at SGM Chowk station
- d) Metro Line 4 at Bhakti Park Station

Section 7 - Typical Station Layout

7.1 The metro stations are typically designed over two levels overground - concourse and platform.

7.2 Concourse level is typically located 7 metres above ground level and serves as the place where commuters shall arrive after taking the escalator / elevator or stairs from the ground level.

7.3 Concourse level is split into two parts - unpaid area and paid area.

- Unpaid area is where the commuters shall land and is where commuters can purchase tickets from ticket vending windows and ticket vending machines.
- Unpaid area is separated from the paid area located at the centre of the station box by the security gates and fare collection gates.

7.4 Both Unpaid and Paid area accommodates vertical circulation elements (lifts, escalators and stairs) which allow for connectivity between the street level to the concourse and further from the concourse to the platform.

7.5 The platform is typically located 16 metres above ground level and is typically 185 metres long and 24 metres wide and is planned with the track in the centre and platform on either side.

7.6 Along the platform are platform screen doors which screen the platform from the train for safety for commuters by reducing the likelihood of accidents.

Typical Station Cross Section

Level Zero	Ground level (at-grade) which will have station entry / exits
Level One	Concourse level which will have the ticketing area and the access points to go to the platform
Level Two	Platform level from where passengers can board the metro

Section 8 - Eligibility Criteria

8.1 Applicant should be a company incorporated under the Companies Act 1956 / 2013 or any other legal entity as per Indian law.

8.2 Applicant should have minimum experience in installing, operating and managing EV Charging infrastructure business as specified in the Key Commercial Terms.

8.3 Applicant should have minimum Average Annual Turnover and Net Worth as specified in the Key Commercial Terms.

8.4 Consortium or Joint Ventures (JV) participation has been detailed in Key Commercial Terms.

8.5 Financial eligibility of the Applicant, or its immediate / ultimate parent entity, holding a controlling majority stake in the Applicant, shall be considered.

8.6 In all such cases where the Applicant submits the financials of its holding entity, the Applicant shall submit such parent's audited financial statements and the shareholding details of the Applicant.

8.7 Final decision regarding evaluation of the technical and financial criteria shall be at the discretion of the Managing Director, MMMOCL.

8.8 Bidding Entity or any of its immediate / ultimate parent entity should not have been debarred from participating in tenders with any one of the following authorities –

- MMMOCL or any other Metro / Railway Organisation in India
- Any Planning Authority in Maharashtra including MMRDA, MCGM, etc.
- Any Central or State Ministry or Department
- The Bidding Entity shall make this declaration in its Application Letter as per the prescribed format.
- In case of subsequent date, the successful Applicants is found to be debarred, MMMOCL shall have full rights to cancel the allotment of the License.

Clause No.	Description	Documentary Proof Acceptable
8.9 Technical Eligibility Criteria	<ul style="list-style-type: none"> Experience of at least one project involving installation and operation of EV Charging (minimum 4 charging units) 	<ul style="list-style-type: none"> For companies incorporated in India, Certificate of Incorporation/ Registration under Companies Act 1956 / 2013 Self-certified copy of contract for installation done at transportation site. Ongoing projects shall be considered for eligibility. Company presentation with an overview of the organization and its businesses All documents to be self-certified by the authorized signatory
8.10 Financial Eligibility Criteria	<ul style="list-style-type: none"> Minimum average annual turnover of Rs 2 Crore in the preceding three financial years AND Positive net worth or Positive cash & cash equivalents as of 31-Mar-2024 	<ul style="list-style-type: none"> Audited financial statements for preceding three financial years (i.e. FY23-24, FY22-23 & FY21-22). For the purposes of this Policy – “Turnover” shall mean Gross Revenue from operations. “Net Worth” shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation Financial eligibility of the Applicant, or its immediate / ultimate parent entity, holding a controlling majority stake in the Applicant, shall be considered. Applicant shall produce Statutory Auditor / reputed Chartered Accountant certificate for the above in the prescribed format
8.11 Consortium or Joint Ventures	<ul style="list-style-type: none"> Not permitted 	

Section 9 - Scope of Work

9.1 Utilise the licensed space only for installation and operation of Electrical Vehicle Charging Points (EVCP)

9.2 Submit the detailed design/ layout of each EVCP applied for including placement of equipment, electrical connection, structural design along with other relevant details, which the Authority shall evaluate with respect to structural stability, operational feasibility, safety & security and aesthetics.

9.3 Submit revised plan for approval if the Authority raises any objections to the submitted plan, and seek approvals from Authority for all further modifications/ revisions in plan

9.4 Designing of all units / structures to complement metro rail architecture

9.5 Procurement, fabrication, installation and erection of equipment at its own cost within the Licensed spaces only. The equipment installed shall follow the specifications of EV charging as formulated by GoI (<https://e-amrit.niti.gov.in/standards-and-specifications>).

9.6 Obtain all approvals, permits, NOC etc. from all relevant authorities including different tiers of government, statutory, local, civic authorities, at its own cost as per the applicable laws for operation of business.

9.7 Appoint an authorised representative to interact with the Authority representative for matters related to this License.

9.8 Operate, manage and maintain the licensed spaces and equipment.

9.9 Comply with all statutory requirements in connection with License Agreement.

9.10 Procure required permissions, connections, approvals and make installation and operation payments to DISCOMs.

9.11 Ensure regular and timely payments of all amounts due to Authority and discharge all obligations as per License Agreement.

9.12 The EV charging space should not create hinderance to the thoroughfare and shall not affect the traffic in the nearby area.

9.13 The EV charging space shall adhere to the road safety norms and guidelines given by Regional Transport Office (RTO), BMC, Ministry of Road Transport or any other relevant authority.

9.14 Electrical safety of the EV charging premise is paramount and the Licensee shall be solely responsible for the electrical safety of the premise. The Licensee shall adhere to the electrical safety guidelines given by MMRCL and other relevant authorities and shall obtain all the required NOCs.

9.15 The EV charging station shall comply with Bureau of Indian Standards (BIS).

9.16 The Licensee shall provide full and complete access to the dashboard to the Authority where the Authority has access to charging data.

9.17 Payment of all applicable statutory taxes, local levies, stamp duty, etc. as and when due and the onus of payment of these taxes shall be on the Licensee.

9.18 No third-party advertisements are allowed on the spaces under reference.

9.19 Indicative Space for installation: -



9.20 Other activities including but not limited to using the space for parking are not permitted within the Licensed spaces. Vehicles should enter the EV charging premises for charging purposes only. Parking beyond the time stipulated by the authority is strictly prohibited.

9.21 Fire Safety Equipment: The licensee shall ensure that **two fire extinguishers** are installed at each EV charging station. Each extinguisher must be accompanied by a clearly visible **instruction manual** outlining its usage.

9.22 Phased Timelines

9.22.1 Stations of Metro Line 2A, 7 and Monorail are fully commissioned. Applicants can apply for these lines' stations immediately.

9.22.2 Applicants shall note that stations of other upcoming lines will be added to the inventory in the coming future. Interested Applicants to check MMMOCL's website for future amendments to the inventory.

9.23 Other Provisions

9.23.1 Sub-licensing of the space is not permitted

9.23.2 The Licensee shall prepare a Plan covering all elements as per the 'scope of work' and submit to MMMOCL for approval which must specify exact locations, type of installation planned, materials to be used, etc.

9.23.3 MMMOCL shall consider the plan with respect to aesthetics, safety and security considerations and other technical or operational considerations and reserves the right not to give approval if it deems that such works may act as hindrance to the smooth functioning of its operations at the station.

9.23.4 The Licensee shall procure and install fixtures in consultation with MMMOCL without damaging the station structures, utilities or finishes; in case of damage MMMOCL will recover the cost from the Licensee.

9.23.5 The Licensee shall operate, manage and maintain all equipment by themselves.

9.23.6 Incidental expenses related to planning, installation, repair and O&M of the collaterals will be borne by the Licensee.

9.23.7 Licensee shall ensure strict adherence to Permit-to-work (PTW) process and corresponding provisions in list of 'event of default' and safety guidelines of MMMOCL.

9.23.8 All applicable taxes and statutory levies in relation to the implementation shall be borne by the Licensee as applicable.

9.23.9 All required approvals / permits / no objection certificates, etc. shall be obtained by the Licensee

9.23.10 Right of Way to the station shall be provided to the Licensee as per pre-agreed schedule for operations and maintenance (O&M).

9.23.11 Non-intrusive O&M shall be permitted during non-peak hours, while intrusive O&M shall be permitted during non-operational hours (12 am to 5 am) barring emergency situations, intrusive is interpreted as interfering with core station operations.

9.23.12 MMMOCL shall provide security at stations which will oversee all station assets including fixtures, however, MMMOCL shall not be liable for any theft or damage to the fixtures despite the security provided.

9.23.13 The Licensee's attention is drawn to the Contract Labour (Regulation and Abolition) Act, 1970 and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971. The Licensee shall comply with the provisions of the said Act and Rules framed there under.

9.23.14 No third-party advertisements are allowed on the spaces under reference. Only advertisement of the applicant is allowed subject to the prior approval from MMMOCL. Also, Licensee shall be responsible for paying local taxes and levies directly to the respective authorities (MCGM, TMC, NMC, etc.)

9.23.15 Other activities including but not limited to using the space for parking are not permitted within the Licensed spaces. Vehicles should enter the EV charging premises for charging purposes only. Parking beyond the time stipulated by the authority is strictly prohibited.

9.23.16 Guidelines from Safety point

- i. All working staff must undergo MMMOCL COA/PIC training as applicable.
- ii. Only trained & competent working staff shall be permitted to work. All works shall be executed only under valid PTW.
- iii. D-OP-SFT-S-614_SOP for management of PTW shall be applicable for all works.
- iv. Works shall be undertaken such that no public/passenger/staff safety is compromised whatsoever.
- v. Any negligence/non-compliance observed during work execution shall be stopped without notice.
- vi. All necessary PPEs as applicable for the work must be in place & adhered.
- vii. All equipment as utilized for the work must be in proper & safe working condition.
- viii. Works shall be undertaken such that there is no damage to MMMOCL property whatsoever. Any such damage to property arising due to work shall be completely borne by the working party.
- ix. Removal of all debris/waste arising due to the work activity location shall be the complete responsibility of the working party.
- x. Any negligence in work execution which leads to injury, death etc. shall be the complete responsibility of the working party.
- xi. Details of Emergency Contact List must be always available with the working party PIC.
- xii. Any equipment placed at station during work shall be at the own risk of the working party.
- xiii. Safety of works taken up at road level (Barricading area, providing nets, valid documentation of boom lifts/cranes, all legal forms, valid licenses of operators, coordination with Police etc.) shall be the responsibility of working party.

9.23.17 Guidelines from S&T point

- i. Before Installing any Fixtures/Display/equivalent, a survey shall be conducted with Telecom Team to check any obstruction / infringement to any Telecom assets like CCTV Cameras / Speakers, PIDS.
- ii. FLRS cable shall be used by the contractor.
- iii. Power cable if any, shall be routed through separate cable tray.
- iv. The cables installed in the cable trays shall not create interference to other cables installed in the tray.
- v. In case of Illuminated screens vendor has to make sure illumination is within range and doesn't cause reflection on CCTV cameras.

9.23.18 Utilities & Services Provisions

- i. Separate meter shall be procured and installed by the Licensee on its own name from the Electricity Distribution Company (Discom) or
- ii. If feasible MMMOCL will provide the electricity connection at one point, (without DG Back up) from that point Licensee should lay the cable till his fixture. In that case Licensee shall install separate energy meter with enclosure at its own cost for measuring electricity consumption. And energy consumption reading to be provided by licensee to MMMOCL as mutual agreed terms. Energy meter to be installed, jointly decided as per site condition. RCCB/MCB of appropriate rating to be used after the energy meter. Electrical cable to be lay in existing E&M cable tray with proper dressing. Proper connector to be used for electrical termination. After completion of work, Applicant to submit certificate that all excess material has been removed from tray, etc.
- iii. Licensee shall pay for the electricity charges on actuals.
- iv. Licensee O&M staff is expected to monitor the health of the fixtures periodically and flag off any issues pertaining to seepages, etc. to MMMOCL which will then take necessary remedial action.
- v. The Licensee shall remove the debris from the site of work within 24 hours from the date of written instructions to the Licensee to that effect, failing which the Authority will remove the same by engaging any other Entity or departmentally and the cost of the same shall be recovered as stipulated in 'Conditions of Contract' from any money due to them, such decision shall not form the subject matter of any dispute.
- vi. Garbage and debris should be disposed of as per pollution control guidelines given by the state government and local bodies.

9.23.19 Fixtures – Display/ Removal / Shifting

- i. All expenses connected with erection / removal of fixtures and maintenance of fixtures etc. shall be borne by the Licensee.
- ii. Licensee should attend the complaints pertaining to the fixtures provided on said work within 3 days from the receipt of such letter issued by MMMOCL

from time to time and shall comply directions / instructions of the MMMOCL in respect of the said works.

- iii. If at any time during the period of contract any authority duly empowered or authorized in that behalf by MMMOCL requests for any reason including, concreting, fabrication, repair of structures etc to remove the fixtures on said work, the Licensee on prior intimation from the Authority shall remove the fixtures displayed at their own expense forthwith.
- iv. If the Licensee shall make default in such removal after notice to that effect has been served upon them by the MMMOCL within the time period stipulated in the notice, then the MMMOCL shall be at liberty to affect such removal at the risk and cost of the Licensee without the Licensee becoming entitled to any compensation in respect thereof and the Bidding Entity shall be liable to pay the penalty / charges equal to Rs. 10,000/- (Rupees Ten Thousand only) per day.
- v. The Licensee shall be entitled to take back the said material from the Authority within a period of 15 days from the date of intimation to the Licensee to that effect after which such materials would become the property of the Authority and the Licensee shall have no claim of whatsoever nature on them.

9.23.20 Urgent Removal of Fixtures

- i. If any on the said work is required to be shifted or removed urgently due to accidents, thefts, or on the direction of concerned Statutory Authorities before the expiry of License Period for any other reason whatsoever, on it shall be removed by the Licensee forthwith within Forty-Eight hours on receipt of telephonic / written instructions by MMMOCL to that effect.
- ii. In case of failure to do so the Authority will arrange to have the same removed at the risk & cost of the Licensee No compensation in that respect will be payable to the Licensee.
- iii. They shall be, however, liable to pay the charges incurred for removing/ shifting fixtures.
- iv. The Licensee shall collect the materials from the Authority's premises within 15 days from the date of receipt of intimation to them to that effect.
- v. In such case, the License Fees payable by the Licensee shall be waived off for such duration.

9.24 Points to be noted by the Licensee with respect to the submission of the Installation Plan

- i. Licensee is to submit an installation plan where details of the type of charging stations and location shall be provided. This shall be approved by director (Finance) MMMOCL and following approval the Equipment's maybe installed.
- ii. While submitting the installation plan, Licensee shall submit all required document and.
 - a. General arrangement drawing/ Architectural drawing,

- b. Structural design and drawing.
 - c. Design proof check certificate provided by independent designer. (Other than principal designer) in the format given as annexure A - Proof checking certificate of compliance and Annexure B – Check list for proof consultant.
- iii. Date of Submission of installation plan will be considered when all necessary drawings/ documents mentioned in point (b) above are submitted.
- iv. On submission of installation plan as per point (ii) of 9.24, by Licensee during the License Period, MMMOCL will take 30 days to review and approve. Licensee not to claim any waiver in License Fee for such period.
- v. MMMOCL may ask any further additional documents/ Drawings etc as per requirement. All costs associated with this shall be borne by the Licensee.
- vi. After installation of the media, Licensee will provide the structure stability certificate by independent structure engineer /proof checker. Also, Licensee will indemnify the MMMOCL and its officials with respect to above media.
- vii. Installation plan to be submitted by the Licensee to the Authority shall include –
 - a) Location of the installations to be put up at the near/below station.
 - b) Dimensions of the fixtures
 - c) Design of the fixtures
 - d) O&M plan and schedule
 - e) Details of the personnel deployed for installation and O&M as well as the authorized person as single point of contact
 - f) Material specifications
 - g) Location of the activation space required and the specifications of the installations
 - h) Any revision to be above should be submitted to the Authority before installing
 - i) Other elements as outlined in this policy
 - j) Authority shall approve on the basis of operational feasibility, safety & security considerations, aesthetics, etc.

9.25 Inspection and Maintenance Requirements

- i. The licensee shall be responsible for the regular inspection, maintenance, and upkeep of all fixtures installed under the scope of this contract
- ii. A **detailed inspection** of all installed fixtures shall be carried out **every quarter** to ensure their structural integrity and operational safety.
- iii. The licensee shall submit a **comprehensive inspection report** to Maha Mumbai Metro Operation Corporation Limited (MMMOCL) after each quarterly inspection, detailing the condition of all fixtures, any identified issues, and corrective actions taken.
- iv. **Health and Safety Compliance**
 The health of all installed fixtures shall be **continuously monitored** to prevent incidents arising from:
 - a. Unfit or deteriorated materials
 - b. Loose bolts or fasteners

- c. Faulty wiring or electrical hazards
 - d. Any other structural or safety deficiencies
- v. The licensee shall ensure **timely rectification** of any identified defects to maintain public safety and avoid potential hazards.
- vi. In the event of any reported safety concerns, the licensee shall undertake **immediate corrective measures** and notify MMMOCL in writing regarding the resolution status.
- vii. **Liability** **and** **Penalty**
 - a. Any negligence in maintenance or failure to comply with the prescribed inspection schedule may attract penalties as per the terms specified in the contract.
 - b. The licensee shall be solely responsible for any damages, injuries, or losses resulting from poorly maintained fixtures or non-compliance with safety regulations.

Section 10 - Key Commercial Terms

Clause	Key Terms	Description
10.1.1	Contract Type	License Agreement between Licensor (MMMOCL) and Licensee (Appointed Party)
10.1.2	License Period	5 (five) years extendible by another 3 (three) years
10.1.3	Lock-In Period	1 (one) Years- Period within which the Licensee cannot terminate the License. i.e., 1 (one) Years Period shall start from the expiry of 30 days from signing of the License Agreement or Actual start of commercial operations, whichever is earlier.
10.1.4	Notice Period	6 (Six) months' notice for termination by Licensee. Notice period can be given at earliest as per the given example. e.g. if License Period starts on 1-Jan-2023 and Lock-in Period ends on 31-Dec-2024, then Notice may be served on or after 1-July-2024 only.
10.1.5	Extension Period	At the time of Expiry of License, the Authority shall have the discretion to extend the period by another 3 years at the License Terms decided by the Authority at that time, provided that the Licensee has met its obligations throughout the License Period to the satisfaction of the Authority
10.1.6	Handover of Site by Authority	Within 7 (seven) days of execution of the License Agreement
10.1.7	Fitment period	i. 30 days from handover of the site ii. License Fee is not payable for such period iii. This period shall be used by the Licensee strictly for installation and setting up operations; no commercial operations shall be allowed in this period
10.1.8	Commencement Date of License Period	i. License Period shall start from the expiry of 30 days from signing of the License Agreement or

		ii. Actual start of commercial operations, whichever is earlier.
10.1.9	Sub-Licensing	Not permitted
10.1.10	Space Available	<ul style="list-style-type: none"> i. The minimum area the applicant has to take on lease is of 60 sq.ft. at particular location. ii. The entire installation shall fit within this space iii. Road/ traffic conditions and regulations of civic/ statutory authorities with regard to such installations must be taken care of by the Licensee iv. Applicant shall submit detailed design and installation plan for approval by the Authority
10.1.11	Costs Involved	<p>The Selected Bidding Entity shall be required to incur following costs during the License Term:</p> <ul style="list-style-type: none"> a) The Licensee shall be required to incur following costs during the License Term: b) License Fee and Performance Security c) Construction and operation of the EV Charging Points d) Installation of meters, utility charges on actuals e) Applicable taxes including GST and stamp duty f) Statutory levies as applicable g) Insurance Premium for equipment, if any h) Any other Applicable taxes
10.1.12	Electricity & Utilities	<ul style="list-style-type: none"> a) Separate meter shall be procured and installed by the Licensee on its own From the Electricity Distribution Company (Discom). b) Utility charges for electricity to be paid directly by the Licensee to the Discom within the prescribed due date. c) Any electricity or data cables shall be brought down to street level if required from the ducts available along the elevators as per the feasibility.

		<p>d) Licensee shall install earthing equipment required for their media as per the guideline provided by the MMMOCL at Licensee cost.</p> <p style="text-align: center;">If not feasible, then</p> <p>a) As per feasibility, Access to electricity shall be provided through single point. A separate meter shall be installed at the cost of the Licensee for measuring electricity consumption and cable cost will be borne by licensee. Licensee shall pay for the electricity charges on actuals with applicable taxes.</p> <p>b) Utility charges for electricity to be paid to the Authority Any electricity or data cables shall be brought down to street level if required from the ducts available along the elevators.</p>
10.1.13	License Fee & Escalation	<ul style="list-style-type: none"> • License Fee shall be as per the Tariff published below – • Licensee Fee as per Schedule of Rates mentioned in this document. • The tariff is exclusive of applicable taxes • License Fee shall be escalated by 7% every year • Inventory of all EV Charging Points is given in Annexure 8 • Licensee has to submit can submit Application for all units at a station
10.1.14	Payment Terms	<p>a) License Fee payable quarterly in advance (E.g. Commencement of license period is on 1-Jan-2024 then Payments shall be made every quarter that is Jan-2024, April-2024, July-2024, October-2024).</p> <p>b) Invoice shall be raised by 1st Date of the month immediately preceding the start of the quarter, and payable by 30th of the same month.</p> <p>c) In case of Power supply is provided by MMMOCL - Electricity charges will be based on actual annual consumption. In the last year, charges will be calculated using the average consumption</p>

		<p>of previous years and same will be included in last year's last invoice. For remaining payment credit note will be issued for the balance amount if any as per actual consumption.</p> <p>d) In case of non-receipt of any invoice, Licensee shall collect the same from the office of the Authority.</p> <p>e) Licensee shall make payment of License Fee by demand draft, banker's cheque or online banking modes in favour of Maha Mumbai Metro Operation Corporation Ltd (MMMOCL), payable at Mumbai.</p> <p>f) In the event that, due to operational reasons, an invoice is issued to the Licensee at a later date than scheduled, the Licensee shall be granted a period of 30 (thirty) days from the date of issuance of such invoice to make the payment, without any penalty or interest.</p>
10.1.15	Performance Security	<p>a) Interest Free Performance Security (PS) to be furnished by the Licensee prior to the execution of the License Agreement.</p> <p>b) PS shall be furnished either in the DD or bankers cheque form or in the form of Bank Guarantee (BG) in SFMS Mode.</p> <p>c) Performance Security amount shall be equal to the total of License Fee of 1st year.</p> <p>a) Licensee submitting Performance security in form of a Bank Guarantee in SFMS Mode the validity of Performance security shall be 65 months. Licensee submitting the Performance security through DD or Bankers cheques then MMOCL will encash the same immediately.</p> <p>b) The Authority has the right to invoke the Performance Security in case of Event of Default or other such situations as described under various sections in this POLICY.</p> <p>Return of PS as per conditions stipulated in this POLICY.</p>
10.1.16	Procedure for Grant of License	<p>a) Applicant shall submit its Application along with the prescribed Annexures as specified in this Policy document.</p>

		<p>b) Authority will examine the Application submitted by the Applicant and shall have the sole discretion in granting the License.</p> <p>c) The Authority reserves the right to reject any / all Applications and / or annul this Policy at any time for whatsoever reason.</p> <p>d) Authority shall process the Application and issue its approval or otherwise.</p> <p>e) The Appointed Party is required to furnish the Performance Security and execute the License Agreement within 30 days of receiving such approval.</p>
10.1.17	Penalty for Non/ late payment	<p>a. The payment of License Fee to the Authority by the Licensee shall be completed by the Due Date as per Summary of Key Commercial Terms failing which interest at the rate of 18% per annum shall be charged for a period.</p> <p>b. In case, default persists on the 91st day counted from due date, the Authority shall issue a notice of intent to terminate the License by giving another 60 days' notice period.</p> <p>c. After expiry of Termination notice period of 60 days, if the default still persists, the Authority shall have the right to terminate the License forthwith or grant the Licensee further extension in case of exceptional circumstances subject to the Authority's assessment.</p> <p>d. Furthermore, following multiple late payments during the license period, the contract may be terminated without prior notice at the sole discretion of the authority.</p>

Section 11 - Schedule of Rates

1. License Fee:

- The License Fee shall be charged at a fixed rate of **Rs. 110 per sq. ft.** of the allotted space for each EV Charging Station as per the approved inventory.
- Note: - Applicant has to apply for minimum of 60 sq.ft. of space.

2. Escalation:

- The License Fee shall be subject to an **annual escalation of 7%**, effective from the commencement of the second year of the License Period and annually thereafter.

3. Revenue Sharing:

- The **fixed tariff of Rs. 110 per sq. ft.** shall be applicable **for the first six (6) months** from the commencement of the License Period.
- From the **7th month onward**, the License Fee payable **per station** shall be the **higher of:**
 - The **escalated fixed tariff** (as per the 7% annual escalation), **or**
 - A **revenue share of Rs. 2.5 per unit (kWh)** of electricity consumed at the respective EV Charging point.

4. Taxation:

The License Fee and all payments shall be **exclusive of applicable taxes**, including but not limited to GST, which shall be borne by the Licensee at the prevailing rates.

5. Usage Monitoring and Reporting:

The Licensee shall provide monthly reports detailing the kWh utilization at each point along with supporting data. The Licensor reserves the right to audit or inspect usage logs as and when required.

Section 12 - Application Procedure

12.1 The Applicant shall make a request on its letter head in the Application format specified in the Annexure via physical letter or email.

12.2 The Applications will be registered on first-come, first-serve basis and Confirmation of the registration will be sent via email by MMMOCL.

12.3 The Applicant shall bear all costs associated with the preparation and submission of its Application and subsequent correspondences, and the Authority shall not be liable for those costs, regardless of the conduct or outcome of the evaluation process.

12.4 License Fee plus applicable taxes shall be paid / submitted by the Applicant in the form of Demand Draft / Banker's Cheque / Online banking modes drawn on any scheduled commercial bank in favour of Maha Mumbai Metro Operation Corporation Limited payable at Mumbai within 30 working days of receiving Approval from MMMOCL and prior to signing of the License Agreement, failing which the Applicant may lose its priority.

12.5 The information published in the Policy document will form the basis for evaluation of the Application of the Interested Parties. The Interested Parties shall abide by the instructions given in this Policy document. The Application shall comprise all the documents and forms listed in the submission guidelines.

12.6 The Applicant shall pay / submit the interest-free refundable security deposit within 30 days of receiving the Approval from MMMOCL and prior to signing of the License Agreement.

12.7 Application shall be signed by the Authorised Signatory of the Applicant.

12.8 The Applicant shall be required to submit the Application along with Application fees of Rs.10,000/- (Rupees Ten thousand only) in the form of Bankers Cheque/ Demand Draft drawn in favour of Maha Mumbai Metro Operation Corporation Limited payable at Mumbai.

12.9 The Application form along with required documents as specified in the Policy shall be sent to the following address: c/o Manager Commercial, Maha Mumbai Metro Operation Corporation Limited, 2nd Floor, NaMTTRI Building, Plot No. R-13, E-Block, Bandra Kurla Complex, Bandra East, Mumbai 400051, Email: mgco@mmmocl.co.in

12.10 Any queries pertaining to the Policy document shall also be sent at the above address.

12.11 Note: - The space allotted for Electric Vehicle (EV) infrastructure shall be on a ***non-exclusive basis***. MMMOCL reserves the right to allot nearby or adjacent spaces—if available and feasible—to other eligible applicants, without any obligation to provide exclusivity to any party. This ensures optimal utilization of public infrastructure and promotes fair competition among service providers.

Section 13 - Evaluation of Application

13.1 The Authority's evaluation committee (must contain one member from commercial department) shall evaluate the Application along with all the requisite documents.

13.2 Conditional Proposals shall be rejected outright by the Authority.

13.3 The Authority shall evaluate all Applications received and grant the License to the eligible Applicant on first-cum first-serve basis.

13.4 Further, in the event of the Appointed Party withdrawing its Application or not being selected for any reason in the first instance for the License, the Authority without being under any obligation to do so, may at its sole discretion, blacklist the Appointed Party which has withdrawn its Application.

13.5 The Authority reserves the right to reject any/all Applications or withdraw the Policy at any stage without assigning any reasons whatsoever. Nothing contained herein shall confer a right upon an Applicant or any obligation upon the Authority.

13.6 Evaluation Committee nominated by MD, MMMOCL will evaluate the application and upon checking the feasibility will accept/reject the application with approval of the Managing Director.

13.7 The Applicant hereby voluntarily and unequivocally agrees that the Authority shall not be under any obligation or be liable for any acceptance, rejection or annulment of any/all Applications and the Applicant shall not seek any claims, damages, compensation or any other consideration whatsoever on this account, from the Authority.

13.8 Penal Action:

- i. If the Bidding Entity after submitting the Bid withdraws or varies it within the validity period, the Bidding Entity shall be liable to be blacklisted for bid participation in future from the Authority for a period of 5 (five) years that shall be reckoned from the date of withdrawing or varying the bid.
- ii. The Bidding Entity after award of contract shall perform the License Agreement with due diligence of the terms and conditions put to Bid, failing which it shall be construed upon as the Bidding Entity has defaulted in honouring contractual obligations and the defaulting Bidding Entity after termination of the License Agreement shall thus be liable for penal action so as to debar the defaulting Bidding Entity from having dealing with the Authority either permanently or for the period as shall be decided by the Authority.
- iii. The penal action shall be without prejudice to the rights and remedies available to the Authority and also be in addition to the action to be instituted against the

defaulting Bidding Entity under other terms and conditions of the License Agreement.

Section 14 - Other Policy Terms

14.1 General Terms

14.1.1 Applicant shall be responsible to obtain any / all permissions from all other concerned agencies, wherever required.

14.1.2 In case of any loss and / or damage caused to MMMOCL's property, the applicable amount will be deducted from the Security Deposit or charged additionally in case it exceeds the security amount.

14.1.3 MMMOCL shall not be held responsible for any liabilities, bodily injuries, deaths, losses, lawsuits, claims, demands, fines, damages, costs and expenses (including all costs for investigation and defence, and expenses including legal fees thereof) which are caused by the actions of the Applicant organization and / or by any participant during the normal course of operations or installation.

14.2 Corrupt & Fraudulent Practices

14.2.1 The applicant and their personnel shall observe the highest standard of ethics during the tender process and must not indulge in any corrupt or fraudulent practice defined here under:

- a. 'Corrupt practice' is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- b. 'Fraudulent practice' is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead a party to obtain financial or other benefit or to avoid an obligation.
- c. 'Collusive practices' is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- d. 'Coercive practices' is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

14.3 Confidentiality

14.3.1 From the time the Proposals are opened to the time the License is awarded; the applicant should not contact the Authority on any matter related to its Proposal or Financial Bid.

14.3.2 Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidding Entities who submitted the Proposals or to any other party not officially concerned with the process, until the License is awarded.

14.3.3 Any attempt by Bidding Entities or anyone on behalf of the Bidding Entity to influence the Authority improperly in the evaluation of the Proposals or License award decisions may result in the rejection of its Proposal.

14.3.4 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of License award, if a Bidding Entity wishes to contact the Authority on any matter related to the selection process, it should do so only in writing.

14.4 Return of Performance Security

14.4.1 The Performance Security (PS) shall be returned to the contractor upon completion of all necessary due diligence processes conducted by MMMOCL.

14.4.2 Site clearance in all respects as handed over by MMMOCL shall be confirmed as a prerequisite for the return of the Performance Security.

14.4.3 Additionally, all financial settlements between the contractor and MMMOCL must be concluded satisfactorily before the release of the Performance Security.

14.4.4 The return of the Performance Security shall be subject to compliance with all terms and conditions outlined in the contract agreement between the contractor and MMMOCL.

14.4.5 MMMOCL will recover the outstanding dues, interest charges, recovery of any damages at sites, etc. from Licensee in any circumstances will be adjusted against the PS and remaining amount will be returned after reconciliation.

14.4.6 Upon fulfilment of the aforementioned conditions, MMMOCL shall initiate the process for the return of the Performance Security within a reasonable timeframe as stipulated in the contract agreement.

14.4.7 The return of the Performance Security signifies the satisfactory completion and handover of the project in accordance with the agreed terms and conditions, thereby releasing the contractor from any further obligations related to the Performance Security.

Section 15 - Suspension & Termination

15.1 Force Majeure

15.1.1 Force Majeure here refers to an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, pandemic, etc. which prevents one or both the parties from fulfilling their obligations under the contract

15.1.2 The failure of a Party to fulfil any of its obligations under the License Agreement or the POLICY shall not be considered to be a breach of, or default under this License, so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of this License

15.1.3 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay

15.1.4 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 15 days following the occurrence of such event, providing evidence of the nature and causes of such event and shall similarly give notice of restoration of normal conditions as soon as possible

15.1.5 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure

15.2 Suspension of License

15.2.1 MMMOCL may suspend the License, by written notice of suspension to the Licensee, if the Licensee fails to perform its obligations under this License

15.2.2 Such notice of suspension shall specify the nature of the failure and shall provide the Licensee a cure period to remedy such failure within a period not exceeding 30 days after receipt by the Licensee of such notice of suspension

15.2.3 There shall be no adjustments for the duration of the suspension to the Annual License Fee paid by the Licensee in advance

15.3 Termination of License

15.3.1 MMMOCL shall, by not less than 30 days, give a written notice of termination to the Licensee after the occurrence of any of the following Events of Default.

- i. If the Licensee fails to remedy a failure in the performance of their obligations under the License, as specified in a notice of suspension within 30 days of receipt of such notice of suspension or within such further period as MMMOCL may have subsequently approved in writing.
- ii. If the Licensee becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or takes advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- iii. If the Licensee submits to MMMOCL a statement which has a material effect on the rights, obligations and interests of MMMOCL and which the Licensee knows to be false.
- iv. If, as a result of Force Majeure, the Licensee is unable to perform a material portion of the License for a period of not less than 180 days.
- v. If the Licensee, in the judgment of MMMOCL has engaged in corrupt or fraudulent practices in competing for or in executing the License.
- vi. If MMMOCL in its sole discretion for any reason whatsoever, decides to terminate this License.

15.3.2 If the Licensee terminates their contract within the Lock-in Period, the License Agreement shall be deemed to be terminated on the date mentioned in termination/surrender notice, subject to confirmation by MMMOCL. In such a case, the Performance Security shall be forfeited in favour of MMMOCL.

15.3.3 If the Licensee wants to terminate their License Agreement after the Lock-in Period, it shall give an advance notice prior to the termination to MMMOCL as prescribed in the Key Commercial Terms.

15.3.4 In case of abrupt termination without an advance notice as per the Key Commercial Terms prior to the termination by the Licensee, the Authority shall invoke their furnished Performance Security.

15.3.5 Upon termination or expiry of this License, all rights and obligations of the Parties hereunder shall cease, except (i) Such rights and obligations as may have accrued on the date of termination or expiration, (ii) The obligation of confidentiality, (iii) Any right which a Party may continue to have under applicable law.

15.3.6 The Authority reserves the right to terminate the contract due to operational difficulties with a 30-day prior notice. In such cases, any advance payment made for the remaining quarter will be refunded on a pro-rata basis for the period during which the license remains cancelled.

Section 16 - Dispute Resolution

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

16.2 If the Licensee is not satisfied with the order passed by Director (Finance) as aforesaid, the Licensee may within 60 days of receipt by him / her of any such order, appeal against it to the Managing Director (MD) of the Authority who, if convinced that prima facie the Licensee's claim rejected by Director (Finance) is not frivolous and that there is some substance in the claim of the Licensee and would merit a detailed examination through a suitable committee appointed for the purpose by the MD if necessary and in that case, decision taken by the committee shall be finalized by the Authority and same shall be binding to the Licensee.

16.3 If the Licensee is still not satisfied with the resolution, then legal action may be initiated where the courts of Mumbai shall have the exclusive jurisdiction.

Section 17 - Annexures and Formats

17.1 Annexure 1: Draft License Agreement

< To be executed on non-judicial Rs. 500 stamp paper, stamped in accordance with
the Stamp Act of the Government of Maharashtra >

This 'LICENSE AGREEMENT' is made on this _____ day of _____ two thousand twenty Five between Maha Mumbai Metro Operation Corporation Limited (MMMOCL), a company incorporated under the provisions of the Companies Act, 1956/2013, having its corporate office at 2nd Floor, NAMTTRI Building, Adjoining New MMRDA Building, Bandra Kurla Complex, Bandra East, Mumbai 400051, hereinafter referred to as the 'LICENSOR' or the 'AUTHORITY' on the one part, represented by _____ (name and designation of representing officer), MMOCL, which term shall, unless excluded by or repugnant to the context, be deemed to include its representatives, successors and assignees.

And,

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

WHEREAS,

The Licensor, with a view to maximize its revenues through Non-Fare Revenue initiatives had invited proposals (via Policy no. MMMOCL/NFBR/EV Charging Policy dated 3rd June, 2025 (the 'Policy') from interested parties for Licensing of Spaces Near Metro Stations of Line 2A, 7, Monorail And upcoming Lines For Setting Up Electric Vehicle Charging Points. After evaluation of the bids, the Licensor has selected as the Licensee of Space for Setting Up Electric Vehicle Charging Points on "as is where is basis ".

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

NOW THEREFORE,

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

1. The following documents hereto shall be deemed to form an integral part of this License Agreement:
 - a. The Letter of Award (LOA) issued by the Licensor in favour of the successful Bidding Entity
 - b. All the submission Proposals and documents made by the Licensee as part of the submission
 - c. Policy Ref No. MMMOCL/NFBR/EV Charging Policy dated 03rd June, 2025, in its entirety along with all its Annexures
2. The Licensee shall submit the following before signing of the License Agreement
 - a. Performance Bank Guarantee as per Annexure 3
 - b. Statutory Auditor Certificate as per Annexure 4
 - c. Indemnity bond as per Annexure 5
3. Tenure of the License
 - a) Commencement Date of License Fee will be from XX-XX-XXXX. Accordingly, the lease period of 5 years will be considered from XX-XX-XXXX to XX-XX-XXXX.
 - b) License Agreement shall be valid till the contract end date (i.e. 5 years of License Period), unless otherwise terminated as specified in this POLICY.
 - c) The Contract may be extended for another 3 years upon satisfactory performance of the Agency at same terms and conditions as stipulated in this POLICY.

4. In case of any conflict between the Policy (including any corrigendum and / or addendum thereof) and this License Agreement, the latter shall prevail insofar as the spirit of the POLICY is not affected thereby.
5. Any type of advertisement including those via digital media is prohibited.
6. After successful completion of the full term of the License Period, the Authority shall have the discretion to extend the period by another 3 (three) years at the License Terms decided by the Authority at that time, provided that the Licensee has met its obligations throughout the License Period to the satisfaction of the Authority.

7. Fire Safety

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

8. In case of violation of any of the above clause or of the prohibited categories or any other issue identified by MMMOCL, the fixtures shall have to be immediately removed by Licensee on receipt of verbal/ written instructions to that effect by MMMOCL
9. The License shall be granted space on “as is where is basis” and fixtures shall be installed by the Licensee at its own cost as per the provision of this License Agreement and the policy.
10. The Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the said License.
11. The Licensee shall pay all applicable taxes, levies including municipal levies and insurance premiums payable under Applicable Law, during its performance under the License Agreement.
12. If the Licensee is desirous of terminating the License before completion of the License Period or the Licensor decides to terminate the License before the completion of the License Period, such termination shall be in accordance with the terms and conditions mentioned in the POLICY and this License Agreement.
13. The Licensee shall pay the Annual License Fee for the first year of the License Period and for subsequent years, the Annual License Fee will be escalated by 6% per annum for the Awarded Points.
14. The Licensee shall pay Quarterly License Fee in advance prior to the commencement of every quarter of the License.
15. Invoice shall be raised by 1st Date of the month immediately preceding the start of the quarter, and payable by 30th of the same month failing which interest at the rate of 18% per annum shall be charged.
16. In case, default persists on the 31st day counted from due date, the Licensor will issue a notice of intent to terminate the License; after expiry of notice period of 30 days, if the default still persists, the Licensor shall have the right to terminate the License forthwith or grant the Licensee further extension in case of exceptional circumstances subject to Licensor’s assessment
17. The Licensee shall make payment of License Fee by demand draft / banker’s cheque (or NEFT / RTGS / IMPS) in favour of Maha Mumbai Metro Operation Corporation Limited, payable in Mumbai.

18. The Appointed Applicant shall furnish Interest Free Performance Security to the Authority as prescribed in the Key Commercial Terms within 30 days of receipt of approval from the Authority and prior to the signing of the License Agreement. It shall be an irrevocable Bank Guarantee (BG) issued by a Nationalized or a Scheduled Commercial Bank or Demand Draft / Bankers Cheque payable at branches of the said bank located in Mumbai.
19. In case the Licensee fails to furnish the prescribed BG/ Demand Draft from time to time, the Authority shall issue a notice with a 15-day cure period; if the Licensee still fails to furnish the BG/ Demand Draft within the cure period, then the Authority shall have the right to terminate the License and Licensee shall forfeit the License Fee paid in advance.
20. In the event of failure, negligence or breach on the part of the Licensee in complying with all or any of the conditions of the License Agreement, in the opinion of the Authority, the Authority shall be entitled and be at liberty to terminate the License forthwith. The Authority shall have the right to invoke the Performance Security / recover outstanding dues as per the clauses mentioned in the License Agreement.
21. If the Licensee neglects or fails to do anything agreed as per the terms of the License Agreement, the Authority may serve a notice on the Licensee asking them to do things agreed upon as aforesaid, and on their neglect or failure to do so, cause the same to be done by the Authority and recover the costs thereof from the Licensee, by invoking the Performance Security, or through other means, without prejudice to any other right the Authority may have on account of such defaults.
22. Performance Security amount shall be equal to the 12 months License Fee of 1st Year. A Bank Guarantee in SFMS Mode the validity of PS shall be 65 Months. And Licensee submitting the Performance security through DD or Bankers cheques then MMMOCL will encash the same immediately and will be returned as per Other Tender Terms of POLICY. In case of a Bank Guarantee by the Licensee vide Bank Guarantee No. _____ dated _____ in Favour of Maha Mumbai Metro Operation Corporation Limited.
23. All statutory taxes including GST, municipal and other levies, as applicable to this License shall be borne by the Licensee directly or billed by the Authority to the Licensee, as the case may be, and shall be paid along with the License Fee for onward remittance to the relevant government authorities.
24. The Licensor shall not be responsible for any loss or damage caused to the Licensee on any account whatsoever

25. It shall be the responsibility of the Licensee at all times during the currency of the License Agreement to obtain adequate fire, theft and burglary insurance coverage in respect of all its movable and immovable assets in the licensed spaces and the Licensors shall not be responsible for any loss or damage caused to the Licensee on any account whatsoever.
26. The Licensee shall use the designated space only for the bona fide purpose as mentioned in the policy and this License Agreement, and for no other purpose.
27. In the event of failure, negligence or breach, in the opinion of the Licensors, on the part of the Licensee in complying with all or any of the conditions of the License Agreement, the Licensors shall be entitled and be at liberty to terminate the License forthwith; the Licensors has the right to invoke the Performance Guarantees / recover outstanding dues as per the clauses mentioned in the policy.
28. If the Licensee neglects or fails to do anything agreed to do as per the contract terms, the Authority may serve a notice on the Licensee asking them to do things agreed upon as aforesaid and on their neglect or failure to do so, cause the same to be done by the Authority and recover the costs thereof from the Licensee without prejudice to any other right the Authority may have on account of such defaults
29. The Licensee shall observe and adhere to all the relevant rules and regulations and other policies approved or any amendments thereto from time to time by the Authority / local authority / concerned competent authority

30. Installation & Operations

- a. The Licensee shall submit the details mentioned below for approval of Authority before installation of any equipment at the licensed space:
- i. Layout plan of space showing placement of all equipment etc.
 - ii. Load analysis of the above-mentioned equipment and structures
 - iii. Complete set of structural drawing including foundation details
 - iv. Structural stability certificate duly certified by Competent Agency
 - v. Specifications of materials to be used, utility specifications of electricity, data connectivity, other services specifications
- b. All the specifications proposed by the Licensee in the plan shall be subject to approval by Authority regarding structural stability, operational feasibility, safety and security concerns and aesthetics. Designing of all units / structures should complement station architecture.
- c. In this regard, the layouts, installation and operations plan of the Licensee shall be checked by Authority and upon approval, permission shall be granted for installation of equipment. If the plan/ design does not conform to the requirement of this License

Agreement or standards of BIS / other relevant codes / guidelines, Authority may reject the plans / Applications, duly specifying the reasons thereof. In such case, Licensee shall resubmit its plan / Application after incorporating necessary modification for approval. Licensee shall install the equipment only in accordance with the written approval by the Authority at any licensed space.

- d. Licensee shall ensure that equipment installed does not interfere with the sensitive electronic equipment installed along the alignment by the Authority, including TETRA based train radio system.
 - i. If any interference is noticed, then the Licensee shall take all necessary steps, at his own risk and cost, to remove such interference. Failure to do so within a period of two working days authorizes the Authority to take all necessary steps to prevent this interference at the risk and cost of the Licensee.
 - ii. Test reports and any other supportive documentation, as may be required/ requested by Authority, will have to be furnished immediately. A clearance certificate must be obtained from the signal and telecom department of the Authority to this effect.

31. Licensee's Personnel

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

32. Damages & Penalties

- a. The Licensee shall be responsible for damages to the metro infrastructure during the process of installation and operations. In case of any damage to Authority property, actual costs for restoration to its original position will be recovered from the Licensee and same will not be challenged by the Licensee in any manner whatsoever.
- b. The Authority shall have the right to impose a fine on the Licensee up to Rs.5,000/- per offence / per instance for the following offenses:

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

33. Procedure at the time of Expiry of License

- a. At the time of the successful completion of the License Period or at the time of termination, the Licensee shall dismantle and remove all equipment and debris ensuring no damage to the station structures, utilities and finishes.
- b. After the Licensee has removed all the equipment, the Authority will take 2 weeks to assess the cost of the damages caused by the Licensee, if any, and shall bill the Licensee for the same, payable within 15 days.
- c. Interest Free Performance Security furnished by the Licensee shall be returned to the Licensee after all payments against damages and other dues payable to the Authority are recovered.
- d. If balance outstanding dues is more than the Performance Security, it shall also be recoverable from the Licensee before Licensee is permitted to remove their installations.
- e. The Authority reserves the right to recover the outstanding dues from the other contracts between the Licensee and the Authority, if any.
- f. Further, any sum of money due and payable to the Licensee including any sum returnable to the Licensee under the License Agreement may be appropriated by the Authority and set off against any claim of the Authority for the payment of any sum of money arising out of or under any other contract made by the Licensee with the Authority.
- g. The uninstallation should be initiated 1 month prior to the end of the License Period such that the above process is completed by the time License Period ends.
- h. The Licensee shall vacate the spaces licensed out by the due date as per the above process, otherwise the Authority shall take over the possession of the equipment, installations, fittings, etc. to be evacuated and its ownership shall be vested in the Authority at Zero/Nil value.
- i. Further the Authority shall be free to dispose of these goods by any procedure as it deems fit. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future in this regard.

34. Rights under this License

- a. The Licensed spaces at the stations of the metro shall exclusively belong to the Authority, without creating any right, title or interest of whatsoever nature in the said premises in favour of the Licensee.
- b. Under no circumstances shall the tendered space or facilities constructed or installed at the licensed space be mortgaged, charged or otherwise put under any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including the lenders.
- c. Sub-licensing of rights under this License to any person or entity is not permitted.
- d. No tenancy / sub-tenancy is being created by the Authority in favour of Licensee under or in pursuance of this License Agreement and it is distinctly and clearly understood, agreed and declared by / between the parties hereto that:
 - i. The Licensee shall not have or claim any interest in the said licensed units as a tenant / sub-tenant or otherwise
 - ii. The rights, which Licensee shall have in relation to the said premises, are only those set out in this License Agreement
 - iii. The relationship between the Authority and Licensee under and / or in pursuance of this License Agreement is as between Principal and Principal. Consequently, neither Party shall be entitled to represent the other and/ or make any commitment on behalf of and/ or with traders or any other party. Furthermore, no relationship in the nature of partnership or association of persons is hereby being created or intended to be created between the Authority on the one hand and Licensee on the other hand in connection with and/ or relating business to be operated by Licensee at the said premises.

35. The Licensee shall, indemnify the Authority and keep it indemnified for the entire period of contract against all claims, actions, demands, losses, costs, charges and expenses which the Authority may incur or be put to or which may arise by reason of the exercise of the right hereby granted including claims or actions arising out of any space being challenged or held to be libellous or defamatory or any part thereof from any clause whatsoever and also for any claim made by any local Authority or any other person in respect thereof or any claim for rates or taxes levied in respect of anything done under this contract
36. The Licensee shall be solely responsible for any damage, loss or injury caused to or suffered by any person or property of the Authority or any third party while erecting, fixing or removing or refixing of the fixtures or due to any cause whatsoever including electric shock or breakage or blowing of fixture etc. The Licensee shall indemnify and keep the Authority indemnified in that respect throughout.
37. The Authority shall not be liable to pay any compensation in case the Licensee, his servants, agents or any other person meets with an accident or in case any injury is caused to or suffered by any one of them or any third party or to any property whatsoever, whether owing to the negligence or carelessness or any other conduct of the Licensee, its agents or servants and others or in case of injury due to any act of God or any circumstances beyond the control of the Authority, while the work under the contract is undertaken by the Licensee, it shall be the liability of the Licensee, who shall keep the Authority indemnified in that respect throughout.
38. The Licensee shall throughout the period of contract have full regard for safety of all persons entitled to be upon the site in an orderly state appropriate to the avoidance of danger to such persons during the erecting, fixing, cleaning, removing, refixing, painting and maintenance work
39. The Licensee shall provide and maintain adequate lights, guards, warning signs when and wherever required
40. Any sum of money due and payable to the Licensee including any sum returnable to the Licensee under this contract may be appropriated by the Authority and set off against any claim of the Authority for the payment of any sum of money arising out of or under any other contract made by the Licensee with the Authority. The Authority is not liable to pay any interest to Licensee in such cases.

41. All cost charges and expenses of and incidental to drawing, engrossing and completing the agreement in duplicate including stamp duty and registration charges shall be borne and paid by the Licensee. The original agreement shall be with the Licensee and duplicate copy shall be with the Authority.

42. Licensor and Licensee represent and warrant that they are authorized to execute this License Agreement.

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

Authorized Signatory Sign & Stamp

For Maha Mumbai Metro Operation Corporation Limited (Licensor)

Name & Designation:

Phone & Email:

Authorized Signatory Sign & Stamp

For _____ (Licensee)

Name & Designation:

Phone & Email:

Witness:

i. Name, Designation, Contact

ii. Name, Designation, Contact

Note: This is only draft MLA. Final MLA will be shared to the successful applicant for further process of contract signing as per the agreed terms and condition of the tender clause and the agreed Quoted Price.

17.2 Annexure 2: Application Letter

< to be submitted on Bidding Entity's letterhead >

To,

Managing Director,

Maha Mumbai Metro Operation Corporation Limited (MMMOCL)

4th Floor, NAMTTRI Building, Adjoining New MMRDA Building,

Bandra Kurla Complex, Bandra East, Mumbai 400051

Sub: Application towards policy for appointment of Licensing of Spaces Near Metro Stations of Line 2A, 7, Monorail And upcoming Lines For Setting Up Electric Vehicle Charging Points.

Sir,

Being duly authorized to represent and act for and on behalf of

(the 'Applicant'), the undersigned hereby submits our Proposal Licensing of Spaces Near Metro Stations of Line 2A, 7, Monorail And upcoming Lines For Setting Up Electric Vehicle Charging Points, according to the terms and conditions of this Policy.

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

Sr. No.	Name of Station	Line	Space required below/near station In sq.ft. (A)	Rate per Sq.ft. (Rs per month) (B)	License Fee (Rs per month Excl. GST) (C) = (A x B)
1				Rs.110/sqft	
2				Rs.110/sqft	
Total License Fee (In Rs. Per Month Excl. GST)					

Note:- The minimum area the applicant has to take on lease is of 60 sq.ft. at particular location.

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

Name & Designation:

Phone & Email:

This application is made with full understanding that MMOCL reserves the right to reject or accept any / all bids and / or cancel the bidding process, for which MMOCL shall not be liable nor under any obligation to inform the Bidding Entity of the same.

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

Enclosures:

SN	Document	Uploaded on Tender Portal (tick)
1.	Receipt for Application Fees	
2.	Application letter	
3.	Power of attorney in favour of authorised signatory	
4.	Space & Utility Requirements	
5.	Self-attested with seal audited financial statements for preceding three financial years	
6.	Company Incorporation Certificate	
7.	Company Brochure	
8.	Presentation	
9.	Statutory Auditor Certificate	
10.	Self-attested with seal Policy documents –	
11.	Indemnity Bond	
12.	Solvency Certificate	
13.	Copy of contract of installation done at least one project involving installation and operation of EV Charging (minimum 4 charging units) on public roads / at any government/institutional building or at any transportation related site like metro, airport, monorail etc	

Sincerely,

Name, Designation & Sign of authorized signatory:

Name & Seal of Bidding Entity:

Date & Place:

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

- i. Audited financial statements shall be submitted by the Bidding Entity for three years FY21, FY22 & FY23.
- ii. All documents to be uploaded on the tender portal; no physical submission required
- iii. Audited financial statements & tender documents are required to be self-attested on the first and last page of the documents either through ink or digital signature.

17.3 Annexure 3: Performance Bank Guarantee

BANK GUARANTEE BOND TOWARDS PERFORMANCE SECURITY DEPOSIT

(On Stamp Paper of INR 500/-)

To,

Managing Director,

Maha Mumbai Metro Operation Corporation Limited (MMMOCL)

4th Floor, NAMTTRI Building, Adjoining New MMRDA Building,

Bandra Kurla Complex, Bandra East, Mumbai 400051

1. In consideration of the Maha Mumbai Metro Operation Corporation Limited (MMMOCL), a company registered under the Companies Act, 1956 / 2013, having its corporate Office at 4th Floor, NAMTTRI Building, Adjoining New MMRDA Building, Bandra Kurla Complex, Bandra East, Mumbai 400051, (hereinafter called the 'MMMOCL', which expression shall unless repugnant to the subject or context include its successors and assignees), having agreed under the terms and conditions of Request for Proposal (hereinafter called 'POLICY') Policy Ref No. MMMOCL/NFBR/EV Charging Policy dated [*], 2025 and/or Letter of Award No. [*] dated [*], 2025 and License Agreement made between [licensee name] (hereinafter called the 'LICENSEE', which expression shall unless repugnant to the subject or context include his heirs, executors, administrators and assignees / its successors and assignees), and MMMOCL, hereinafter called "the said License Agreement" furnish a Deed of Guarantee as herein provided for INR _____ (Amount in figures and words) through our branch at _____ towards Performance Security for the due fulfilment by the Licensee of the terms and conditions contained in said License Agreement & Policy.
2. We, _____ (Name & Address of Bank), the Bank constituted and established under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1979 (hereinafter referred to as the said Bank) and having our Head Office at _____, hereby undertake to pay to MMMOCL an amount not exceeding INR _____ (Amount in figures & words) against any loss or damage caused to or suffered or would be caused to or suffered by MMMOCL by reasons of any breach by the said Licensee of any of the terms or conditions contained in the said policy and/or License Agreement and to unconditionally pay the amount claimed by MMMOCL on demand and without demur to the extent expressed.
3. We further agree that MMMOCL shall be the sole judge of whether the Licensee has committed a breach of any of the terms and conditions of the said License Agreement and the extent of the loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by MMMOCL on account thereof, and the decision of MMMOCL that the Licensee has committed such breach, and as to the amount or

amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by MMMOCL from time to time shall be final and binding on us.

4. We undertake to pay MMMOCL any money so demanded notwithstanding any dispute or disputes raised by the Licensee in any suit or proceeding pending before any court of tribunal unequivocal, without demur. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Licensee shall have no claim against us for making such payment.
5. We further agree that the Bank Guarantee herein contained shall remain in full force and effect 126 Months from the date of enforcement of this Bank Guarantee. Bank Guarantee shall continue to be enforceable till all the dues of MMMOCL under or by the said Contract Agreement and POLICY have been fully paid and its claims satisfied or discharged. MMMOCL needs to certify that the terms and conditions of the said Contract Agreement and POLICY have been fully and properly carried out by the said Licensee to discharges this Bank Guarantee. We shall be discharged from all liability under this Bank Guarantee thereafter.
6. We further agree that MMMOCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said License Agreement or to extend the time of performance by the said Licensee from time to time or to postpone for any time any of the powers exercisable by MMMOCL against the said Licensee and to forbear or enforce any of the terms and conditions relating to the said License Agreement and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said Licensee or for any forbearance act or omission on the part of MMMOCL or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.
7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Licensee.
8. This Bank Guarantee is valid till _____ unless a suitable action to enforce the claim under this Bank Guarantee is made, all MMMOCL's rights under this Bank Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
9. We undertake to continue extending the period of this Bank Guarantee till the end of the License Period.
10. We undertake not to revoke this Bank Guarantee during its currency except with the previous consent of MMMOCL in writing.
11. The Bank Guarantee shall be payable at Mumbai. Further, the Bank Guarantee will be issued in SFMS Mode. Copy of Message with code IFN 760 COV Bank Guarantee Message shall be attached along with the Bank Guarantee as confirmation.

Dated this _____ day of _____ 2025

FOR & ON BEHALF OF BANK

The above guarantee is accepted

For and on behalf of MMMOCL (Name & Designation)

Note: As per RBI guidelines, Bank Guarantee should be issued by the issuing bank through SFMS mode. For the purpose, the bank details in respect of MMMOCL for opening Bank Guarantee through SFMS mode are as follows:

Bank Name - State Bank of India

Govt Colony, Bandra (East)

Mumbai- 400051

Account No. 39579947249

IFSC: SBIN0003838

MICR: 400002031

Note: -

- a. Confirmation of the Bank Guarantee from MMMOCL's Bank will be obtained by Licensee and submitted along with the Bank Guarantee.
- b. Any bank which features in the latest scheduled commercial bank list published by the RBI is permissible except Axis Bank for performance security furnishing in form of Bank Guarantee.

17.4 Annexure 4: Statutory Auditor Certificate

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

TO WHOMSOEVER IT MAY CONCERN

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

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

For,

Chartered Accountants

Membership Number

UDIN

Authorized Signatory:

Date:

Note:

Figures in Rs Cr to be shown with two decimal points

17.5 Annexure 5: Indemnity Bond

This Indemnity is made and executed at on this [*] day of [*] 2025 by M/s [name of firm] represented by [name of representative], its [designation], having its administrative office at [*] hereinafter referred to as the INDEMNIFIER – LICENSEE

IN FAVOUR OF Maha Mumbai Metro Operation Corporation Ltd (MMMOCL) hereinafter called INDEMNIFIED – LICENSOR,

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

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

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

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

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

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

Two Witnesses' Signature Name and Address

17.6 Annexure 6: Solvency Certificate

<On the letterhead of Bank only>

<To be dated within 3 months of last date of the submission of tender>

This is to certify that Shri. / M/s. has / have been maintaining a savings / current account with us since last years. From his / her dealing with us we have found him as follows:

To the best of our knowledge and information he/she is / they are solvent to the extent of Rs. (Rupees Only).

This certificate is issued at the specific request of the customer M/s

Authorised Signatory,

Date:

Seal

17.7 Annexure 7: Power of Attorney

< to be submitted on non-judicial stamp paper of Rs 500 duly notarized >

Know all men by these presents, we, <name of firm and address of the registered office> do hereby constitute, nominate, appoint and authorise Mr. / Ms. <name of person> who is presently employed with us and holding the position of <designation> as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the “Licensing of Spaces Near Metro Stations of Line 2A, 7, Monorail And upcoming Lines For Setting Up Electric Vehicle Charging Points” including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Tender and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHERE OF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS <date> DAY OF <month>, 2025.

For,

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

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

Notes:

- 1) The Applicant shall submit a Power of Attorney or Company Board Resolution in favour of the authorized signatory which should specify that the signatory is authorized to submit bids on behalf of the Bidding Entity against tenders released.
- 2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common

seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 500 and duly notarised by a notary public.

- 3) Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- 4) For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

17.8 Annexure 8: Available Inventory

Sr. No.	Metro Line 2A	Metro Line 7	Monorail
1.	Andheri West (X)	Ovaripada	Chembur
2.	Lower Oshiwara (X)	Rashtriya Udyaan	VR Junction
3.	Oshiwara	Devipada	Fertilizer Township
4.	Goregaon West	Magathane	Bharat Petroleum
5.	Pahadi Goregaon	Poisar	Mysore Colony
6.	Lower Malad	Akurli	Bhakti Park
7.	Malad West	Kurar	Wadala Depot
8.	Valnai	Dindoshi	GTB Nagar
9.	Dahanukarwadi	Aarey	Antop Hill
10.	Kandivali West	Goregaon East	Aachary Aatre Nagar
11.	Pahadi Eksar	Jogeshwari East	Wadala Bridge
12.	Borivali West	Mogra	Dadar East
13.	Eksar	Gundavali	Naigaon
14.	Mandapeshwar		Ambedkar Nagar
15.	Kandarpada		Mint Colony
16.	Upper Dahisar		Lower Parel
17.	Dahisar East		Sant Gadge Maharaj chowk

17.8.1 Stations of Metro Line 2A and 7 and Monorail are fully commissioned. Applicants can apply for these lines' stations immediately.

17.8.2 Interested Parties are required to go through the EV Charging point inventory identified in the Annexure 8 as well as undertake site surveys to assess the accessibility, feasibility of setting up EV charging infrastructure and the financial potential of the sites.

17.8.3 Applicants shall note that stations of other upcoming lines will be added to the inventory in the coming future. Interested Applicants to check MMMOCL's website for future amendments to the inventory.

17.9 Annexure 9 – Space and Utility requirement

Specify your requirements below –

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

EV Charging Unit Size

Electricity

Data Connectivity

Other requirements

17.10 Annexure A - Proof Checking Certificate of Compliance

Name of Structure _____

Structural Design submitted by agency _____

Location of structure/ Name of station _____

- i. Proof Checking review has been undertaken in relation to the structural designs represented by the Designer's Construction Drawings, Design Basis Report and Design Calculations, as applicable & Specifications as listed in the attached schedule S-1.
- ii. We certify that reasonable professional skill, and care has been used by the Principal Design Consultant in the preparation of the design of (name of structure). The designs have been checked by us for compliance in accordance with the relevant standards & specifications as stated in attached schedule S-2.
- iii. All relevant design actions and design assumptions are covered by the design documents and that these actions and assumptions and the overall concept meet the requirements of the MMMOCL.
- iv. A detailed check of individual structural elements and the structure as a whole has been carried out by us and the strength, stability, serviceability and durability requirements
- v. Construction drawings and specifications have been checked. List of Design Documents and Drawings prof checked is given in the attached schedule S-1 and we certify that these drawings reasonably describe:
 - the accuracy of critical detailing and geometry.
 - the completeness of drawings for execution.
 - the adequacy of specifications & quality check for materials.
- vi. All effects of the design comprising the submission on the design of adjacent or other parts of the work have been fully taken into account in the design of those parts.
- vii. Suggested modification (if any) is attached in Schedule S-3

Signed & Stamped

Name

& stamped

Engineers Qualifications
Proof

Date

Organization

Encl. Schedule S-1, S-2, S-3

(Note: THIS CERTIFICATE IS TO BE GIVEN ON THE LETTER HEAD OF THE PDC'S ORGANISATION)

To be signed

by the Team leader of

Consultant's

17.11 Annexure B - Check List for Proof Consultant

Name of unit: -

Description of structure: -

General Arrangement Drawing No: -

Sr. No.	Items	Yes/No/Details
1	Design has been carried out as per approved GAD.PI mention deviation if any.	
2	Loading taken for designs are as per relevant IRC, IRS, IS codes, wind load, vibrations of train movement.	
3	It has been verified that stresses are within permissible limits.	
4	Verified that dimensions and reinforcement details mentioned in structural drawings are tallied with design.	
5	The design is safe for execution.	

Certified that the above items have been checked, and design/drawing can be forwarded for approval.

Date: -

Signature of Proof check consultant