

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

Application For

**Selection of Vendor(s) for Event Management/ Facilitation for
implementation of NMRC Policies for business offers to public**

No. NMRC/T – 155 (R1)/March/2022

March - 22

Issued by:

**Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor,
Ganga Shopping Complex, Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

Disclaimer

This Application Document for **“Selection of Vendor(s) for Event Management/ Facilitation for implementation of NMRC Policies for business offers to public”** contains brief information about the scope of work and selection process for the Applicant (“the Vendor”). The purpose of the Document is to provide the Applicants with information to assist the formulation of their Documents.

While all efforts have been made to ensure the accuracy of information contained in this Application Document, this Document does not purport to contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Application/s. Noida Metro Rail Corporation Ltd. (“NMRC” or “the Corporation”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the Application Document.

NMRC reserves the right to change any or all conditions/information set in this Application Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum/ corrigendum as NMRC may deem fit without assigning any reason thereof.

NMRC reserves the right to accept or reject any or all Bids/Proposals without giving any reasons thereof. NMRC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Application/s to be submitted in terms of this Application Document.

Glossary

- a) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this Application, from time to time issued by NMRC to the prospective Applicants
- b) **“Agreement”** means the Agreement to be executed between NMRC and the selected Applicant/s.
- c) **“Applicable Laws”** means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, 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
- d) **“Applicant”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Consortium and its Successor in title and assigns which is submitting its Application pursuant to Application Documents
- e) **Application Processing Fee** means lump sum non-refundable amount towards application processing to be submitted by applicant
- f) **“Application submission Due Date”** means Application/Bid Submission end date and time given in the Application
- g) **“Bid Security/EMD”** means the refundable(In case of unsuccessful)amount to be submitted by the Applicant along with Application documents to NMRC
- h) **“Contract”** means the permission awarded by NMRC to the successful Applicant to act as the Vendor for event management/ facilitation under the NMRC policies subject to conditions of this document
- i) **“H - 1 Applicant”** means the Applicant, who quotes the highest Annual Empanelment charges
- j) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Vendor with NMRC as per terms and conditions of Agreement as a security against the performance of the Agreement.
- k) **“Annual Empanelment Charges”** means the amount payable by the Vendor to NMRC as per terms and conditions of the Agreement.
- l) **“Period”** means total period of contract/effectiveness of contract unless otherwise prematurely discontinued
- m) **“NMRC”** means Noida Metro Rail Corporation Limited (or “Corporation”)
- n) **“Notice of Award (NOA)”** means the written notice issued by NMRC to the Selected Applicant(s)/ Applicant(s) intimating the acceptance of Selected Applicant's Proposal for the award of work
- o) **“Party”** means Vendor or Corporation (together they are called **“Parties”**)
- p) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- q) **“Re. or Rs. or INR”** means Indian Rupee
- r) **“Vendor/s”** means the Selected Applicant/s, who has/ have executed the Agreement with NMRC pursuant to the conclusion of the procurement process.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

Data Sheet

1	Name of the Application	Selection of Vendor(s) for Event Management/ Facilitation for implementation of NMRC Policies for business offers to public
2	Period	2 (Two) Years with 01 (one) year lock-in- period. The Contract Period can be further extended for mutually agreed period on the same terms and conditions with annual escalation @ 5% on quoted price.
3	Method of selection	Revenue Based (Highest - H1)
4	Application Processing Fee	Rs.10,000/- (Rupees Ten Thousand Only including GST) payable through Demand Draft or RTGS/NEFT mode only
5	Bid Security/Earnest Money Deposit (EMD)	Rs. 50,000/- (Rupees Fifty Thousand Only) payable through Demand Draft or RTGS/NEFT mode only
6	Application System	Two Bid System (Technical and Financial) submitted as hard copy to NMRC office
7	Name of the Corporation and Official	GM Technical Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcnoida@gmail.com Website:www.nmrcnoida.com
8	Application Validity Period	180 days
9	Application Language	English
10	Application Currency	INR
11	Key Dates	Schedule
(a)	Uploading of Application Document on NMRC website (nmrcnoida.com)	28/03/2022
(b)	Site Visit	06/04/2022, 11 45 hrs (IST); To be assembled at NMRC Office
(c)	Pre Bid Meeting	06/04/2022 , 11 00 hrs (IST) at NMRC Office
(d)	Last date of receiving query against pre – bid meeting.	06/04/2022 upto 18:00 hrs. Query must be e-mailed on nmrcnoida@gamil.com
(e)	Last Date of Issuance of Addendum/reply of query, if any	12/04/2022
(f)	Last Date of Application Submission in hard copy	29/04/2022 up to 1500 hrs (IST)
(g)	Date of Technical Bid Opening	02/05/2022 , at 1100 hrs (IST)
12	Consortium to be allowed	Yes
13	Account details	For Submission of Application Processing Fee & Bid security/EMD HDFC Bank, Shop No. 63-66, Ganga Shopping Complex, Sector-29, Noida Gautam Budh Nagar, Uttar Pradesh-201301 IFSC Code – HDFC0004715 A/c No.- 50200035332880 Title of the Account – Noida Metro Rail Corporation Ltd PB A/C

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1. Section 1: General Information

1.1. Background

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. The Company desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Company is to help create an efficient, safe, reliable, economical, and affordable public transport system.
- c. NMRC has certain policies to allow the general public at large to utilise/ avail the NMRC assets such as **Metro Trains, Metro stations, Station parking areas etc.** by paying the defined charges. The policies are listed below.
 - **Policy for Birthday Party, Pre-Wedding and Other Similar Celebrations on Wheels in Noida Metro**
 - **Policy for Hiring of NMRC's Premises including Metro Stations, Trains and Depot for a Particular Duration (Film-Shooting)**
 - **Policy for Leasing part of Station Parking Space for Metro Market**

The key details of the policies as above are given in Section 2 of this document and the policies are placed on NMRC website (www.nmrchnoida.com) in “**Business Offers**” section and/ or Appendix of this document.

Any other policy, as may be approved by Competent Authority of NMRC, may be added in the Scope of Work basis mutual agreement. The Selected Vendor/s shall be intimated by NMRC accordingly in writing.

- d. The major objectives of this Application are to select Professional Agency/ Agencies who can
 - i. Provide support to the applicants who wish to avail the service of hiring NMRC premises and/ or coaches for various events in the application/ booking process, making arrangements, decorations, etc.
 - ii. Promote and enhance the visibility/ awareness among the general public regarding the availability of the services to increase utilization of the same by the public.
- e. NMRC is interested to empanel/ select **one or more (preferably 2) Professional Agencies** for providing the above support.
- f. Against the above backdrop, NMRC invites Applications for **Selection of Vendor(s) for Event Management/ Facilitation for implementation of NMRC Policies for business offers to public**

- g. NMRC will shortlist the Applicants on the basis of evaluation criteria mentioned in this Application Document. On the basis of the minimum evaluation criteria, qualified Applicants will be shortlisted. Financial proposal of only those qualified Applicant swill be opened.
- h. The Successful Applicant shall provide the services as described in Section 2: Terms of Reference.

1.2. About NMRC Corridor

The metro corridor is 29.7 km (approx.) long and is known as Noida Greater Noida Metro Rail Corridor/ Aqua Line. It comprises 21 metro stations starting from Noida Sector 51 in Noida and ends at Depot Station in Greater Noida. The map is in Appendix 1showcasing the list of all stations.

1.3. Communication

All communications in regard to this Application should be addressed to:

GM (Technical)
Noida Metro Rail Corporation,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301
Email: nmrchnoida@gmail.com
Website:www.nmrchnoida.com

2. Section 2: Terms of Reference

2.1. Contract Period

The Contract shall be for a period of **2 (two) years** subsequent to letter of acceptance of NOA **and compliance of other formalities with 1 (one) year lock-in - period**. The Contract Period can be further extended for **mutually agreed period** on the same terms and conditions with annual escalation at the rate of 5% (Five Percent) per annum on compounding basis on the agreed annual empanelment charges, beyond the defined 2 (two) years period.

2.2. Scope of Work

- a. The selected Vendor(s) shall be authorized to facilitate the eligible applicants to make the required arrangements on behalf of NMRC.
- b. As per “Birthday Party, Pre-Wedding and Other Similar Celebrations on Wheels in Noida Metro” policy, the Applicant has an option to go for either decorated or undecorated coach category. If the Applicant chooses for decorated category (wherein decoration refers to placement of standees, banners, flowers on grab handles/ poles of the metro & other related activities), then such Applicant must take the services of the empanelled vendor/s.

It may be noted that **“Decoration” shall mean placing standees, banners, balloons, flowers on the grab handles/ poles of the metro.**

- Further, as mentioned in the policy,
 - Artificial flowers/ party props shall be allowed with non-adhesive material.
 - Use of spray or magic candles is strictly prohibited inside the metro.
 - No spilling of liquid is allowed.
 - No permanent structure is allowed to be placed. Only temporary structure is allowed with due permission of NMRC.
 - Other facilities like Magician, Temporary tattoo artist as may be required shall be allowed subject to restrictions under “The Metro Railways (Operation and Maintenance) Act, 2002.
 - The responsibility to ensure that no damage happens to NMRC property due to decoration shall be of empanelled vendor/s.
- c. **Applicants under the policy of Film Shooting, Metro Market, may take the services of the empanelled vendor/s, as and when required.**
 - d. The empanelled vendor/shall seek required permissions from NMRC/ any other concerned authorities/ local authorities, wherever required on behalf of the applicant.
 - e. The empanelled vendor/s shall take initiatives to promote the various offers of NMRC as per mentioned policies.

2.3. Existing policies with details of Inventories and rates

The policies are attached in the Appendix (Please refer Appendix 2,3,4 and 5). The Key highlights of the inventories available are provided below for easy reference:

a. Policy for Leasing part of Station Parking Space for Metro Market (March 2020)

The available parking spaces at different stations have been categorized into three bands based on the demand-supply analysis on stations i.e. demand factor is basis the station wise ridership data and supply factor is basis the area available of parking.

S.No.	Stations	Tentative Area available (sqm)	Band
1	Noida Sector 76	6,051.63	Band 2
2	Noida Sector 101	1,637.40	Band2
3	NSEZ	2,190.00	Band2
4	Noida Sector 83	3,378.00	Band 2
5	Noida Sector 137	3,453.00	Band 2
6	Noida Sector 142	3,000.00	Band 2
7	Noida Sector 143	1,914.00	Band 2
8	Noida Sector 144	3,200.00	Band 3
9	Noida Sector 145	3,203.20	Band 3
10	Noida Sector 146	1,444.00	Band 3
11	Noida Sector 147	3,204.40	Band 3
12	Noida Sector 148	1,244.40	Band2
13	Pari Chowk	1,760.60	Band 1
14	Alpha I	1,841.82	Band1
15	Delta I	3,602.71	Band 2

It may be noted that:

1. The spaces available are tentative in nature and on "as is where basis is".
2. The availability of space for events/metro markets at stations shall be subject to requirement for Parking and Electric Vehicles Charging Stations over the period of time.
3. The Applicant shall apply for minimum of **50 sqm** as space requirement on 'as is where is' basis for **at-least three days**.

5. Schedule of rates

The schedule of rates is as under -

#	Band	License Fee per sqm per day(In Rs.) (Excluding Taxes)
1.	Band 1	20
2.	Band 2	16
3.	Band 3	13

Note: GST/any other tax/charge shall be payable by the applicant in addition to the above License Fee.

b. Policy for Birthday, Pre-Wedding and Other Similar Celebrations on Wheels in Noida Metro (February 2020)

#	Location	License Fee Per hour per coach (In Rs.) (Excluding Taxes)
1.	Category 1: An undecorated coach in a regular running Metro Train for event (Sector 51 to Depot round trip/s)	Rs.8,000/-
2.	Category 2: An undecorated coach in static Metro Train for event (at Sector 51/ Depot Metro Station only)	Rs. 5,000/-
3.	Category 3: A decorated coach in a regular running Metro Train for event (Sector 51 to Depot round trip/s)	Rs.10,000/-
4.	Category 4: A decorated coach in static Metro Train for Event (at Sector 51/ Depot Metro Station only)	Rs. 7,000/-

It may be noted:

1. The Applicant can request for one or more coaches to the maximum of 4 coaches in a train.

Note: GST /any other tax/charge shall be payable by the applicant in additional to the above booking fee.

c. Policy for Hiring of NMRC's Premises including Metro Stations, Trains and Depot for a Particular Duration (February 2019)

#	Location	Booking Rate Per Hour (Excluding Taxes)
1.	Inside Trains (per train of four cars)	Rs. 50,000/-
2.	Inside Metro stations (per station)	Rs. 50,000/-
3.	Both stations and trains	Rs. 75,000/-
4.	Other premises (depot or construction site)	Rs. 3,00,000/-

Note: GST /any other tax/charge shall be payable by the agency/Production house in additional to the booking fee.

The above mentioned policies and its content are for reference only. To know detail about the referred policies, the applicant must visit NMRC's website.

2.4. Facilities provided by NMRC

- a. NMRC shall authorize the Vendor(s) to facilitate the applicants for the business offers to public.
- b. NMRC shall allow the Vendor(s) to place “**Information Board**” (max 5 sq.ft.) at suitable identified location/s (maximum 2) at select metro station/s i.e., “Name/ Mobile number” at entry/ exit of structure” for information/ awareness purpose of business offers.
- c. NMRC shall allow the Vendor(s) to use **NMRC logo in print/ social media** and other means to publicize the various assets/ spaces of NMRC for events purpose.(It may be noted that Vendor shall have to take permission from NMRC on case-to-case basis for the above).
- d. NMRC shall **exempt Security Deposit** for the applicants, who apply through Vendor(s). It shall be adjusted against the Security Deposit of the appointed Vendor(s) i.e. Vendor(s) will be held liable for any damages/ losses that occur as a result of the corresponding applicant's booking/ event.

2.5. Obligations of the Empanelled Vendors

The Vendor/s

- a. Should deploy at least **one dedicated resource** for managing the applications (as per the policies of NMRC) and the details of such resource/s shall be shared with NMRC. Any change in this resource must be intimated to NMRC.
- b. Should **share the information** of the eligible applicant/s complying the various terms and conditions of NMRC policies, on case-to-case basis and **seek approval from NMRC for final execution of the event**.
- c. Should **make the booking process easy and accessible to the public** (for instance -by way of providing online booking, booking and enquiries through phone, facility for online payments, etc.). Additionally, the Vendor shall maintain **a register capturing the critical details** such as – date/time of receiving application, date/time request for the event, nature of the event etc. in order to serve the applicants/customers in the best possible way. The register may be checked by NMRC Officials, as and when required.
- d. Should keep NMRC informed regarding the application/s and their requirements, as and when received **within 2 working days of receiving of application**. NMRC will not be liable for any instances of inability to provide the booked venue/ space on the specified date arising out of delayed communication/ non-communication of the booking by the Vendor.
- e. Shall share a semi-annual report regarding the number of applicants facilitated with respective to various services (as per policies).
- f. Shall adhere to all the terms and conditions of the mentioned policies and the amendments thereof from time to time. It may be further noted any other policies pertaining to inventory of NMRC assets may further be added on the mutual consent of both the parties.
- g. **Shall ensure that NMRC's booking Fee (including all other fees, as applicable)is remitted directly to NMRC by the Applicant/Vendors per the timelines mentioned in the respective policies once the application approved/considered by NMRC.**
- h. Shall pay Interest Free Security Deposit / Performance Security to NMRC in advance equivalent to the amount of Rs.5.00 lacs. The interest free Security Deposit/ Performance Security shall be accepted in the in form of DD/Banker's cheque only.

2.5.1.Utilities

- a. Power supply, if required, will be made available, from the electric load of station/ depot or facilitated as per feasibility and availability at NMRC, on chargeable basis.
- b. Water supply, if required, will be made available or facilitated as per feasibility and availability at NMRC, on chargeable basis.

2.5.2.Public Complaints

- a. The vendor(s) shall have relevant helpline number/s to address the grievance / complaint of applicants. NMRC shall not be liable to handle any such complaint of applicants booked through vendor(s). However, the Vendor(s) is required to inform NMRC, in the agreed Performa, about the complaints / suggestions received from applicants on monthly/ case-to-case basis.
- b. All the suggestions and actions recommended by NMRC in case of complaint must be complied by the vendor(s). Non-compliance may invite penal action as decided by NMRC.

2.5.3.Data pertaining to operations

- c. All the data generated by the Applicant as a result of this contract shall be shared with NMRC in the manner stipulated by NMRC from time to time. NMRC shall be free to use this data for any purpose as and when required, subject to regulatory requirements and privacy norms.

2.5.4.Compliance

- a. The Vendor is required to comply with all the statutory and other stipulations including but not limited to Labour Laws / Legal / Police / Taxation / Excise / STA / Transport Policy and that issued by NMRC from time to time. NMRC shall not be liable in this regard and it shall remain fully indemnified for the same.
- b. All applicable rules & regulations shall be followed by the Vendor.

2.5.5.Safety requirements

- a. The Vendor shall be responsible for ensuring the safety. In this regard, the team leader and representative of the Vendor must ensure the observance of all safety statutory and mandatory requirement by themselves and the applicants and others participating in the event. It shall be the sole responsibility of the Vendor to adopt all the safety, statutory and mandatory measures.
- b. It shall be the Vendor/s' sole responsibility to make sure that the applicant and others attending the event are informed and follow the approved do's and don'ts as per policies(s)/issued by NMRC from time to time.

3. Section 3: Instructions to Applicants

3.1. General instructions

- a. An Applicant is eligible to submit only one Application for the Project. An Applicant applying shall not be entitled to submit another Application, as the case may be. Any Applicant, which submits or participates in more than one Application/Proposal, would be disqualified. The Applicant shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- b. The Applicant shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Applicant's documents conform to the intent and purpose set out in the Agreement, shall be made at the Applicant's own expense. The Applicant represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- c. Applicants shall be evaluated on the basis of the Evaluation Criteria specified in this document. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.
- d. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.
- e. Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Application by paying a visit to the Corporation and/or by sending written queries to NMRC before the last date for receiving queries/clarifications.
- f. NMRC shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Application or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.
- g. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

3.1.1. Cost of Application Document / Processing Fee

- a. The Applicant shall bear all costs associated with the preparation and submission of its Application and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Application process.
- b. This Application document is available on NMRC website (www.nmrcnoida.com) under Tender Section (All) to enable the Applicants to view, download the Application document and **submit Applications in hard copy** up to the last date and time mentioned in the document. The Applicant shall have to pay Application Processing Fee (Non-refundable) and Bid Security/EMD as mentioned in **Data Sheet** through Demand Draft or RTGS/NEFT mode as per bank detail mentioned in **Data Sheet**. Application without Application Processing Fee & EMD/Bid Security amount will not be accepted/summarily rejected.

3.1.2. Acknowledgement by Applicant

It shall be deemed that by submitting the Application, the Applicant has:

- a. made a complete and careful examination of the Application;
- b. received all relevant information requested from NMRC;

- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Application or furnished by or on behalf of NMRC;
- d. satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. Agreed to be bound by the undertaking provided by it under and in terms hereof.
- g. Go through all the policies in reference

3.1.3. Availability of Application Document

This Application document is available on NMRC website(www.nmrcnoida.com) under Tender Section (All)to enable the Applicants to view, download the Application document and **submit Applications in hardcopy** up to the last date and time mentioned in the document. The Applicant shall have to pay Application Processing Fee (Non-refundable) and Bid Security/EMD as mentioned in **Data Sheet**. Application without Application Processing Fee & EMD/Bid Security amount will not be accepted/summarily rejected.

3.1.4. Clarifications of Application

- a. During evaluation of Application, NMRC may, at its discretion, ask the Applicant for a clarification of his/her Application. The request for clarification shall be in writing.

Any queries or request for additional information concerning this Application shall be submitted in writing or by fax and e-mail to the GM (Technical), NMRC **only before or during Pre-Bid Meeting** held at NMRC. The envelopes/ communication shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: Application for Selection of Vendor(s) for Event Management/ Facilitation for implementation of NMRC Policies for business offers to public"**. The responses will be posted to all such queries on the official Website www.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.

- b. A pre- submission meeting shall be called on the date mentioned in **Data Sheet**. Any change corresponding to date, if any, shall be communicated to the Applicant vide NMRC website.
- c. **Site Visit** shall be as per Data Sheet. The interested players are requested to be present as per details mentioned in **Data Sheet** at their own cost and risk. Applicants are encouraged to submit their respective Applications after visiting NMRC stations and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities.
- d. In case the Applicant seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- e. However, NMRC shall not entertain any correspondence from the Applicants during the period of Application opening to selection of the successful Applicant. Any wrong practice shall be dealt in accordance with the Section 5.1.5 of this Application document under Fraud and Corrupt Practices.

3.1.5. Amendment of Application Document

- a. At any time prior to the deadline for submission of the Application, NMRC may, for any reason, whether at its on in iterative or in response to a clarification requested by a prospective Applicant, modify the Application document by amendments. Such amendments shall be uploaded on NMRC's website www.nmrcnoida.com. The relevant clauses of the Application document shall be treated as amended accordingly.

- b. It shall be the sole responsibility of the prospective Applicant to check NMRC's website www.nmrcnoida.com from time to time for any amendment in the Application documents. In case of failure to get the amendments, if any, NMRC shall not be responsible for it.
- c. In order to allow the prospective Applicants a reasonable time to take the amendments, if any, into account in preparing their Applications, NMRC, at the discretion, may extend the deadline for the submission of Applications. Such extensions shall be uploaded on NMRC's website www.nmrcnoida.com.

3.2. Preparation and submission of Applications

3.2.1. Language of Application

The Application prepared by the Applicant, as well as all correspondence and documents relating to the Application exchanged by the Applicant and NMRC shall be written in English language. Only English numerals shall be used in the Application. The correspondence and documents in any other language must be accompanied by transcripts verified by the Embassy of Home Country or equivalent.

3.2.2. Documents constituting the Application

The Application prepared by the Applicant shall comprise the following components:

a. Technical Bid- Technical Bid will comprise of -

- i. **Fee details** - Details of Application processing fee and prescribed EMD/Bid Security
- ii. **Eligibility details** - Includes copies of required documents justifying that the Applicant is qualified to perform the contract if his/her Application is accepted and the Applicant has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.
- iii. **Technical evaluation** - Details of all documents needed for Technical evaluation as mentioned in this document

b. Financial Bid -

- i. **Price bid** – Format to be filled in after downloading from NMRC's website (www.nmrcnoida.com) for this Application.

3.2.3. Documents establishing Applicant's Qualification

- a. The Applicant shall furnish, as part of its technical Bid, documents establishing the Applicant's qualification to perform the contract if its application is accepted. The documentary evidence for the same should be submitted by the Applicant.
- b. The documentary evidence of Applicant's qualification to perform the contract if its Application is accepted shall be as per qualification requirements specified in Application document.

3.2.4. Application form

The Applicant shall complete the application form and the appropriate price schedule furnished in the application document. Financial Quote shall comprise of the quote as per the required format in figures and words.

3.2.5. Currency

Prices shall be quoted in Indian Rupees only.

3.2.6. Formats and Signing of Application

- a. The Applicant shall prepare one copy of the technical Bid and financial Bid separately.

- b. The application document shall be signed on all pages, by the Applicant or a person or persons duly authorized to bind the Applicant to the contract. The later authorization shall be indicated by a copy of written power-of attorney accompanying the application form. All the pages/documents of the application form shall be signed by the person authorized to sign the Bid.
- c. Applicants should provide all the information as per the Application document and in the specified formats. NMRC reserves the rights to reject any proposal that is not in the specified formats.
- d. In case the Applicants intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed pages.

3.2.7. Deadline for submission of Application

Hardcopy of the Application (Technical and financial) must be submitted by the Applicant at NMRC office not later than the time specified on the prescribed date. NMRC may, at its discretion, extend this deadline for submission of Application by amending the Application document, in which case all rights and obligations of NMRC and Applicants previously subject to the deadline will thereafter be subject to the deadline as extended.

3.2.8. Submission of Application

- a. The Application shall be done in hard copy by the deadline mentioned in the datasheet, in the manner mentioned below.
 - i. **All Forms (EXCEPT Form - 7.15)** shall be submitted in “Envelope 1” which shall be marked as **“Envelope 1: Technical Eligibility”**
 - ii. The **Financial Bid/ Form - 15** in the format uploaded in NMRC website shall be submitted in “Envelope 2” which shall be marked as **“Envelope 2: Financial Quote/ Proposal”**
 - iii. The Application Processing Fee and the Earnest Money Deposit (EMD) in the form of separate Demand Drafts/RTGS/NEFT Detail shall be submitted in “Envelope 3” which shall be marked as **“Envelope 3: Application fees and EMD”**
 - iv. All the three envelopes i.e., “Envelope 1”, “Envelope 2”, and “Envelope 3” shall be places in one outer envelope marked as **“Application for Selection of Vendor(s) for Event Management/ Facilitation for implementation of NMRC Policies for business offers to public”**
- b. Applicants should start the Application submission process well in advance so that they can submit their Application in time.
- c. The Applicant intending to submit their Application through courier/ registered post should submit their Application considering the time taken for the Application to be delivered and should ensure their Applications reach NMRC before the deadline specified in the datasheet.
- d. For delay in submission of Application due to any reasons, the Applicants shall only be held responsible.
- e. NMRC reserves the right to cancel any or all Applications without assigning any reason.

3.2.9. Late Application

- a. Applications received by NMRC after the specified Date and time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

3.2.10. Deleted

3.2.11. NMRC's right to accept any Application and to reject any or all Applications.

- a. Notwithstanding anything contained in this Application document, NMRC reserves the right to accept or reject any Application and to annul the Selection Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. NMRC reserves the right to reject any Application if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Applicant does not provide, within the time specified by NMRC, the supplemental information sought by NMRC for evaluation of the Application.
- c. Such misrepresentation/ improper response may lead to the disqualification of the Applicant. If such disqualification /rejection occurs after the Application have been opened and the highest ranking Applicant gets disqualified / rejected, then the NMRC reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of NMRC, including annulment of the Selection Process.

3.2.12. Period of validity of Application

- a. Application shall remain valid for 180 days after the date of Application opening prescribed by NMRC. Any Application valid for a shorter period shall be rejected by NMRC as non-responsive.
- b. In exceptional circumstances, NMRC may solicit the Applicant's consent to an extension of the period of Application validity. The request and the response thereto shall be made in writing.

3.2.13. Correspondence with the Applicant

- a. Save and except as provided in this Application document, NMRC shall not entertain any correspondence with any Applicant or its Technical Partners in relation to acceptance or rejection of any Application.
- b. Subject to Clause 3.4.5 no Applicants or its Technical Partners shall contact NMRC on any matter relating to his Application from the time of Bid opening to the time contract is awarded.
- c. Any effort by the Applicant or by its Technical Partners to influence NMRC in the Application evaluation, Application comparison or contract award decisions may result in the rejection of his Application.

3.3. Earnest Money Deposit

3.3.1. Earnest money deposit (EMD)

- a. The Applicant shall furnish, as part of its Application, a Bid security/ EMD as stated in Data Sheet in form of Demand Draft/RTGS/NEFT mode only in favour of Noida Metro Rail Corporation Limited as mentioned in **Data Sheet**, and shall be enclosed along with the Application. Applicant without Earnest Money in the prescribed form, will not be accepted.
- b. Applicants shall be required to submit EMD as mentioned in **Data Sheet** for which Application is submitted.
- c. Any Application not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- d. Unsuccessful Applicant's EMD will be returned within 45 days after conclusion or discharge of the Application.
- e. No interest will be paid by the Corporation on the Earnest Money Deposit.
- f. The successful Applicant's Bid EMD will be adjusted with Performance Security, if applicable, to be submitted by the Applicant upon signing the contract.
- g. The EMD may be forfeited:

- i. If Applicant (a) withdraws its Application during the period of Application validity specified by the Applicant on the Application form: or (b) does not accept the correction of errors or (c) modifies its Bid price during the period of Bid validity specified by the Applicant on the form.
- ii. In case of a successful Applicant, if the Applicant fails to sign the contract with the Corporation.

3.4. Opening and Evaluation of Applications

3.4.1. Opening of technical Bid/application by NMRC

- a. NMRC will open all technical Bid/application , in the presence of Applicant's representatives who choose to attend on the prescribed date of opening at NMRC Office. The Applicant's representatives who are present shall submit the letter to NMRC on the letter head of the company stating that the representative (name) is authorized to attend the meeting (Please note – The representative is required to carry a copy during pre-bid and other related meetings as well). He / She shall sign a register evidencing their attendance at NMRC. In the event of the specified date of Bid opening being declared a holiday for the Corporation, the bids shall be opened at the appointed time and place on the next working day.
- b. The Applicant who is participating in Bid should ensure that the Processing Fee and EMD are submitted in the prescribed account of NMRC within the duration (strictly within opening & closing date and time of individual Bid/ Application) of the work as mentioned in Bid notice, otherwise, in any case, Bid shall be rejected.
- c. The Applicants names and the presence or absence of requisite Bid security and such other details as NMRC at its discretion may consider appropriate, will be announced at the opening.
- d. Further, a presentation shall be made by the applicant's before the Internal nominated committee of NMRC, as part of the Technical Evaluation. The date of presentation will be notified later by NMRC post opening of Technical Bid.

3.4.2. Opening of financial Bid

- a. After evaluation of technical Bid, through the evaluation committee NMRC shall notify those Applicants whose technical Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial Bids will not be opened.
- b. NMRC will simultaneously notify the Applicants, whose technical Bids were considered acceptable to the Corporation. The notification may sent by e-mail provided by Applicant.
- c. The financial Bids of technically qualified Applicants shall be opened in the presence of technically qualified Applicants who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Applicants subsequently after completion of technical bids evaluation through e-mail provided by the Applicant.

3.4.3. Correction of Errors

- a. Financial Bids determined to be responsive will be checked by NMRC for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- b. The amount stated in the Financial Bid will be adjusted by NMRC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Applicant. If the Applicant does not accept the corrected quoted rate of Bid, his Bid will be rejected, and his Bid Security shall be liable for forfeiture in accordance with Clause 3.3.1g.

3.4.4. Examination of Bid document

- a. The NMRC will examine the Bid to determine if:
 - i. They are complete;
 - ii. They meet all the conditions of the Application document & its addendum/ corrigendum;
 - iii. The required Processing fee, EMD and other required documents have been furnished;
 - iv. The documents have been properly digitally signed; and
 - v. The Bids are in order.
- b. Any Bid or Bids not fulfilling these requirements shall be rejected.

3.4.5. Contacting NMRC

- a. No Applicant shall contact NMRC on any matter relating to his/her Application, from the time of the Bid opening to the time the contract is awarded. If the Applicant wishes to bring additional information to the notice of NMRC, he/she can do so in writing.
- b. Any effort by a Applicant to influence NMRC in its decisions on Application evaluation, bid comparison or contract award may result in rejection of the Applicant's Application.
- c. In the event of any information furnished by the Applicant is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Metro works and legal proceeding can also be initiated. EMD of such Applicants will be forfeited.

3.4.6. Confidentiality

- a. Information relating to the examination, clarification, evaluation, and recommendation for the Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NMRC in relation to or matters arising out of, or concerning the Bidding Process. Any effort by an Applicant to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Applicant.
- b. NMRC shall treat all information, submitted as part of Application, in confidence and shall require all those who have access to such material to treat the same in confidence. NMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NMRC or as may be required by law or in connection with any legal process.

3.5. Award of Contract

3.5.1. Award Criteria

- a. NMRC will award the contract as per evaluation criteria stated in the Application Document.
- b. NMRC will award the contract to the successful Applicant whose Application has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

3.5.2. Notice of Award (NOA)

- a. Prior to the expiration of the period of Bid validity, NMRC will notify the successful Applicant in writing, by letter/e-mail/fax, that its Application has been accepted.
- b. The acceptance of NOA will constitute the formation of the contract.

3.5.3. Signing of contract

At the same time as NMRC notifies the successful Applicant that it's Application has been accepted, the successful Applicant shall have to sign the Contract with relevant document as mentioned in the Application. The agreement draft along with other related terms and conditions will be same as furnished in this Application document. Any refusal will not be allowed. The Applicant need not download and submit in hard copies of these documents.

3.5.4. NMRC's right to accept any Application and to reject any or all Applications

NMRC reserves the right to accept or reject any Application, and to annul the Bid process and reject all Applications at any time prior to contract award, without thereby incurring any liability to the affected Applicant(s).

4. Section 4: Eligibility, Evaluation and Selection Process

4.1. Eligibility Criteria

The Applicant's competence and capability is proposed to be established by the following parameters. The Applicant should meet all the criteria given in this section.

- a. Sole proprietorship, registered partnership firm including LLP, public limited company, private limited company or Consortium of any of the above can submit the Applicant. The firms and the companies should be registered in India & incorporated under the companies act 1956/2013.
- b. The Applicant should have undertaken at least **3 (three) works** of similar nature in last 5 (five) Financial Years. (2016-17, 2017-18, 2018-19, 2019-20& 2020-21).

Similar nature of work shall mean handling of public/ private events such as weddings, birthdays, professional events, arranging film/ serial shootings, expo, exhibitions, etc.

- c. The Applicant Firm should have a minimum average annual turnover of Rs. 50 Lakhs(Rupees Fifty Lakhs) during the last 3 (three) Financial Years (2018-19, 2019-20& 2020-21 or 2017-2018, 2018-19& 2019-20).
- d. The Applicant should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Company in last 5 (five) financial years.

After short listing the Applicants based on the above-mentioned criteria, NMRC shall invite the eligible technical Applicants to make a presentation to the NMRC evaluation committee on the Applicants' plan of execution of the contract, business model, preliminary market analysis, publicity strategy, estimated tariff proposed, revenue forecast, etc.

NMRC shall update the eligible technical Applicants the date and time for such presentation.

Note – Consortium is allowed.

In case of an Application by a Consortium of firms, following shall be abided by their members:

- i. The Lead Member of the Consortium shall maintain a minimum percentage share of **51%** of the aggregate shareholding of the Consortium during full tenure of Agreement.
- ii. Any change in percentage stake of Consortium members without prior written approval of NMRC shall be treated as Material Breach of Contract and Vendor's Event of Default entitling NMRC to encash Interest Free Security Deposit/Performance Security and /or to terminate the Agreement after 30 days' notice.
- iii. Minimum percentage stake of any member in Consortium during Contract period (including Lock-in period) not be less than **26%**.
- iv. All members of such entity shall be jointly and severely liable for the due performance of Agreement.

The Applicant shall also furnish the following documentary proof:

- a. For above criteria 4.1a
 - i. Documentary evidence such as Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company affidavit in case of sole proprietorship, partnership deed along with partnership registration

- certificate in case of partnership firm (including LLP) , MOU & other agreements in case of consortium.
- ii. Self-attested copy of PAN card of the company/firm; the GST registration(For all the members in case of Consortium)
- b. For above criteria 4.1b
 - i. Documentary evidence such as Experience certificates/Completion certificates/Work order/ Agreement etc.
 - ii. Form 4: Relevant Experience
- c. For above criteria 4.1c
 - i. Self attested Copies of audited Financial statements for last 3 financial years (2018-19,2019-20 & 2020-21 or 2017-18, 2018-19 & 2019-20 and turnover certificate from Chartered Accountant having UDIN mentioned on documents.
 - ii. Form 5: Financial Capacity
 - iii. Self attested copies of ITR for last 3 financial years (2018-19 , 2019-20 & 2020-21 or 2017-18, 2018-19 & 2019-20)
- d. For above criteria 4.1d
 - i. Undertaking by the Applicant firm in form - 7.

4.2. Information of the Technical and Financial Proposal

- a. The Applicant satisfying the criteria under Clause 4.1 shall be considered as technically qualified.
- b. The financial proposal of only technically qualified Applicants shall be opened for evaluation.
- c. **The Annual Empanelment charges (i.e.,Charges paid by the Vendor for being permitted to operate as an authorized Vendor of NMRC) quoted by the Successful Applicant and accepted by NMRC.**
- d. **The Selected Applicant shall be the Applicant quoting the highest Annual Empanelment charges.**

4.3. Selection of Applicant

After the above evaluation process and negotiations, the Preferred Applicant may be declared as the selected Applicant ("Selected Applicant") for the Project.

- a. NMRC wishes to select/ empanel one or more (preferably 2) Professional Agencies/ Applicants. Thus, in order to select the second Vendor, the second highest Applicant shall be asked to match the **Annual Empanelment charges** of the highest Applicant to become the second empanelled vendor. If second highest Applicant doesn't match the Financial Quote/Proposal of the highest Applicant, then NMRC shall onboard the highest Applicant only as part of the procurement process.
- b. Prior to the expiry of the period of bid validity, NMRC will notify the successful Applicant in writing, through Notice of Award (NOA), that his bid has been accepted.
- c. The NOA would be sent in duplicate to the successful Applicant, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the Applicant, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA.
- d. No correspondence will be entertained by NMRC from the unsuccessful Applicants.

4.4. Notice of Award and Execution of Agreement

- a. NMRC will notify the Successful Applicant by a NOA that its application has been accepted.
- b. The Selected Applicant shall, within 10 (ten) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Applicant and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Applicant to acknowledge the NOA.
- c. The Successful Applicant shall execute the Contract within 30 (thirty) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Applicant to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.

4.5. Contract during Proposal Evaluation

- a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time NMRC makes official intimation of award/ rejection to the Applicants. While the Proposals are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NMRC and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded
- b. Any effort by an Applicant to influence NMRC in its decisions on Bid evaluation, Bid comparison or contract award may result in rejection of the Applicant's Application.
- c. In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- d. If the Applicant wishes to bring additional information to the notice of NMRC, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:

GM (Technical)
Noida Metro Rail Corporation,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301
Email: nmrcnoida@gmail.com
Website:www.nmrcnoida.com

- e. No interpretation, revision, or other communication from NMRC regarding this solicitation is valid unless in writing and signed by the competent authority from NMRC.

4.6. Project Financial Terms

4.6.1. Schedule of Payment

- a. **The Vendor shall pay to NMRC the Annual Empanelment charges at the agreed rate on advance yearly basis plus applicable taxes.**
- b. GST at applicable rates shall also be paid by the Vendor to NMRC along with the above Empanelment charges. Any revision in rates of GST (Goods and Services Tax)/or if any other tax becomes applicable due to Govt. policy or legislation, the same shall also apply to the contracts under this Application and the Vendor shall accordingly pay the revised GST/or any other tax along with Empanelment charges.

- c. All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the Empanelment charges for onward remittance to the Government. The Vendor shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this Contract. Payment of stamp duty on agreement, if any, to be executed in pursuance of this Application will be borne by Vendor.
- d. The utility charges including consumption of electricity, etc. shall also be payable by Vendor to NMRC in addition to above in accordance with terms & conditions of the agreement. Till the time NMRC is not able to provide the electricity to the Vendor, the Vendor has to coordinate with the civil contractor of the particular station to get the electrical power, if needed, NMRC shall facilitate for the same.

4.6.2. Payment Terms

- a. The Vendor shall preferably make payment of the Empanelment charges and other dues to NMRC by E-Mode i.e., RTGS/NEFT for credit of the designated account of NMRC after obtaining prior approval of NMRC and complying with the laid down procedure.
- b. The re-conciliation of Empanelment charges and other dues shall be carried out. Based on re-conciliation, the adjustment of Empanelment charges payable to NMRC shall be carried out along with Interest free Security Deposited/Performance Security with payment of Empanelment charges.
- c. Payment shall be made free from all claims, demands, set offs and counter claims of any kind against the Corporation.
- d. The Empanelment charges with applicable taxes and dues must always be paid in advance as and when become due, without waiting any formal invoice from NMRC.

4.6.3. Interest Free Security Deposit / Performance Security

- a. **The Selected Vendor shall pay Interest Free Security Deposit / Performance Security to NMRC in advance equivalent to the amount of Rs.5.00 lacs. The interest free Security Deposit/ Performance Security shall be accepted in the in form of DD/ Bankers' Cheque only**
- b. In case of a Consortium, the performance security is to be submitted in the name of the Consortium. However, splitting of the performance security (while ensuring the security is in the name of Consortium) and its submission by different members of the Consortium for an amount proportionate to their participation ratio or otherwise is also acceptable.
- c. EMD amount of successful Applicant may be adjusted in the performance security. For unsuccessful Applicant, EMD shall be refunded without any interest.
- d. Before the start of work by the Vendor, Agreement will have to be signed by the Vendor at his cost on proper stamp paper. Without performance guarantee by Vendor, Contract shall not be signed.
- e. Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the Contract period i.e. **2 years** from commencement date of Agreement or any extended period thereof or in case of surrender of Contract as per the provisions of the Agreement, after adjusting any dues payable to NMRC and after final settlement, along with consideration of any interest after completion of agreement.

- f. NMRC reserves the right for deduction of NMRC dues from Vendor's Interest Free Security Deposit / Performance Security for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Vendor.
- g. Once the amount under above Clause is debited, the Vendor shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Vendor Event of Default and will entitle NMRC to deal with the matter as per the provisions of Application and Agreement.

4.6.4. Non-Payment of Empanelment charges and Other Duties

- a. Non-payment of Empanelment charges and other dues within the prescribed date shall constitute Material Breach of Contract and Vendor Event of Default under this Agreement and shall entitle NMRC to terminate the Agreement as per provisions stipulated in Agreement. Besides, the Vendor shall pay an interest of **18% per** annum on the amounts of Empanelment charges and other dues for each day of delay until dues are finally paid.
- b. Vendor shall periodically advise the details of payments made to NMRC. In the case of non-submission of such details, initially Third party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of NMRC), then others dues / liabilities like electricity, etc, and lastly Empanelment charges shall be accounted for.
- c. The Vendor agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from NMRC.
- d. In case payment is not made by due date, a 15 day notice to cure the Vendor's Event of Default shall be issued. In the event of Vendor failing to cure the Default, NMRC shall be entitled to terminate the Contract with 30 days' notice and shall be free to forfeit Interest Free Performance Security and take such other action available to it under this Agreement and as per Law.
- e. Any representation or any request by the Vendor in this regard shall only be entertained if the Vendor deposits 100% dues as per issue / demand within 15 days of issue of Vendor Event of Default Notice, along with a written request in the matter.
- f. Interest Free Security Deposit / Performance Security shall be forfeited on termination of contract due to any event of default by the Vendor after adjustment of any dues payable by the Vendor to NMRC.
- g. In no case, due payments to NMRC shall be allowed to remain outstanding and unpaid for a period of more than 60 days. If at any stage, the dues remain unpaid and outstanding for the period of more than 60 days, the Agreement will stand automatically terminated without giving any notice to the Vendor and Interest Free Security Deposit / Performance Security and advance Empanelment charges received, if any, shall stand forfeited in favour of NMRC after adjustment of any dues payable to NMRC by the Vendor.

5. Section 5: General Conditions of Contract (GCC)

These conditions shall be part of the Agreement.

5.1. General Provisions

5.1.1. Governing law and jurisdiction

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the acceptance of application has been issued. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District court located in Gautam Buddha Nagar, Uttar Pradesh, India.

5.1.2. Notices

- a. Any notice, request or consent required or permitted to be given or made pursuant to these general conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.
- b. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

5.1.3. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the Corporation or the Successful Applicant may be taken or executed by the officials as formally designated by each party.

5.1.4. Taxes and Duties

- a. The GST, as applicable from time to time, shall also be borne by Vendor, in addition to the Empanelment charges.
- b. All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the Empanelment charges for onward remittance to the Government. The Vendor shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this Contract.

5.1.5. Fraud and Corrupt Practices

- a. The Applicants and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Agreement, NMRC may reject an Application, withdraw the NOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Applicant or Vendor, as the case may be, if it determines that the Applicant or Vendor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMRC shall be entitled to forfeit & appropriate Bid Security or Security Deposit (interest free), as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under Bidding Documents and/ or Agreement, or otherwise.
- b. Without prejudice to the rights of NMRC under Clause 5.1.5 hereinabove and the rights and remedies which NMRC may have under the NOA or the Agreement, or otherwise if a Applicant or Vendor, as the case may be, is found by NMRC to have directly or indirectly or through an agent,

engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Agreement, such Applicant or Vendor shall not be eligible to participate in any tender issued by NMRC during a period of 3 (three) years from the date such Applicant is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
 - i. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - iii. “collusive practices” means a scheme or arrangement between the Vendor, with or without the knowledge of the corporation, designed to establish prices at artificial, non-competitive levels;
 - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
- d. Measures to be taken:
 - i. The Corporation shall have right to cancel the engagement of the Vendor, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

5.2. Commencement, Completion, Modification, Arbitration and Termination of Contract

5.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as discussed and agreed with the Applicant.

5.2.2. Commencement of Services

The Vendor shall begin carrying out the Services from the date of acceptance of NOA or any such date as specified by the Corporation.

5.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 5.4 hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in Application Document.

5.2.4. Modifications or Variations

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.2.5. Force Majeure

- a. Definition: For the purpose of these standard terms, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its

obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

- b. No Breach of Contract: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- c. Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Vendor shall be entitled to continue to be paid under the terms of this Contract.

5.3. Material breach of contract / Events of Default

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

- a. If at any time during the subsistence of the Agreement, there is non-conformity to the Agreement or any time during the Agreement, the Vendor indicates its unwillingness to abide by any clause of this Agreement or repudiates the Agreement.
- b. If the Vendor fails to pay Empanelment charges or other amounts due to NMRC.
- c. If the Vendor is in persistent non-compliance of the written instructions of NMRC officials.

5.4. If any of the above Material Breach and Vendor Events of Default happens, then

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

5.5. Surrender of Contract Document

- a. If the Vendor is desirous of surrendering and exiting from the Agreement hereby created and foreclosure **before expiry of the lock-in period of one (01) year**, the Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by NMRC. **In such a case, the balance Empanelment Charges along with Interest Free Security Deposit/Performance Security shall be forfeited in favour of NMRC after adjustment of outstanding dues, if any, payable to NMRC.** No grace period shall be provided to Vendor in such a case. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the Vendor before Vendor is permitted to remove their establishment(s)/installations/fixtures, if any or else NMRC will seize

their property at zero/nil value. NMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Vendor shall have no claim for compensation or consideration / damages on this account.

- b. The Vendor shall have an option to exit from the Agreement post one (01) year lock –in – period by giving **60 days** prior intimation to NMRC. In such a case,
- Empanelment charges shall be charged by NMRC up to the last date of association of vendor (prior to agreed date for termination/ surrender with NMRC). In case the advance charges are with NMRC, the balance shall be refunded, after adjusting the outstanding dues, if any payable on the part of Vendor
 - Also, if dues are more than the Empanelment charges, the same shall be recovered from Interest Free Security Deposit/ Performance Security of the Vendor and the balance security shall be released.

Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the Vendor before Vendor is permitted to remove their establishment(s) or else NMRC will seize their property at zero/nil value.

- c. If the Vendor is desirous of surrendering and exiting from the Contract without serving any intimation period or intimation period shorter than **60 days**, the agreement shall deem to be terminated on completion of such improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Vendor after adjustment of Empanelment charges for period shorter than **60 days** (notice period) and outstanding dues, if any. NMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of Vendor in NMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the Vendor before Vendor is permitted to remove their establishment(s) or else NMRC will seize their property treating it at zero/nil value.
- d. NMRC reserves the right for deduction of NMRC dues from Vendor's Interest Free Security Deposit / Performance Security for:
- i. Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Vendor.
 - ii. Any amount which NMRC becomes liable to the Government/Third party due to any default of the Vendor or any of his director/ employees/ representatives/ servant/ agent, etc.
 - iii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - iv. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- e. Once the amount under above Clause is debited, the Vendor shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Vendor Event of Default and NMRC will be free to take action as per the relevant provisions of this Application documents.
- f. On Operational Ground: NMRC reserve the rights to terminate the Agreement by giving 30 days advance notice on operational ground. The Agreement will stand terminated on expiry of 30 day's notice. The Interest free Security deposit will be refunded after adjusting outstanding dues payable to NMRC, if any. The Vendor voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

5.6. Handing over on Termination / Completion

- a. In case of Termination / Completion of the Agreement, the Vendor shall hand over to NMRC or its authorized representative peaceful vacant possession of all Sites, **as may be applicable**. Vendor shall remove all the equipment, etc. (as may be applicable) from NMRC premises within 30 days of issue of termination letter/surrender completion. No Empanelment charges would be charged for this grace period of 30 days. However, if the Vendor fails to vacate the premises/ space within the above grace period, penalty of twice the prevalent monthly Empanelment charges shall be chargeable for occupation beyond this 30 days period. If, the Vendor fails to vacate the space / premises within the grace period, and after lapse of this 30 days grace period, NMRC shall take over the goods / property treating at NIL value, even if it is under lock & key; and NMRC shall be free to dispose-off the goods / property in whatsoever manner as it deems fit. Vendor shall have no claim for compensation or consideration / damages after completion of grace period on this account. If, Vendor fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Security available with NMRC.
- b. The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

5.7. Obligations of Vendor

a. General

The Vendor shall always act, in respect of any matter relating to the Contract or to the Services, as faithful to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Sub-Contractors or third Parties.

b. Standard of Performance

The Vendor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, equipment, machinery, materials and methods.

c. Conflict of Interests

The Vendor shall hold the Corporation's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

d. Prohibition of Conflicting Activities

The Vendor shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

e. Confidentiality

Except with the prior written consent of the Corporation, the Vendor and the Personnel shall not at any time communicate to any person or entity any confidential information, maps, images, reports, etc. acquired in the course of the Services, nor shall the Vendor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. This clause shall survive even after expiry of this contract.

f. Accounting, Inspection and Auditing

The Vendor shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.

5.8. Sub Contractor

The Vendor may enter for whole work or any part of work through formal lease deed with second party/ sub-contractor for providing services such as decorations, temporary structure, etc. However, the whole responsibility on part of the second party lies with the Vendor as principal agency for the agreement with NMRC.

If it comes to the notice of NMRC that work or part of work has been subcontracted without following the extant provisions of the contract/ bid, the contract will be terminated, and performance security shall be forfeited and punitive action shall be initiated against the Vendor, as per discretion of NMRC.

5.9. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5.10. Penalties

To monitor smooth operations, penalty for deficiency in services shall be imposed & recovered from the Vendor(s) **up to 10%** of the respective event fees. In case the Vendor does not pay the penalty charges within the stipulated time period, the same shall be recovered from the performance security for each instance of non-compliance, as may be decided by the competent authority of NMRC.

Some of the instances of non-compliances are mentioned below:

- Delays in sharing information on bookings/ confirmations
- Grievances/ complaints against Vendor by Applicants, if found true
- Delays in transfer of NMRC fees by the Vendor
- Improper billing/ accounting

For any other non-compliance, if NMRC deem it, the penalty shall be imposed on the Vendor.

The above-mentioned penalty shall be imposed on Vendor and nowhere may it be constituted that it has been imposed on individual Personnel.

Any liabilities arising out of any litigation (including those in consumer courts) due to any act of Vendor's personnel shall be directly borne by Vendor including all expenses/fines. The concerned Vendor's personnel shall attend the court as & when required.

5.11. Settlement of Disputes

5.11.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

Conciliation

In the event of any dispute, difference of opinion or dispute or claim arising out of this Agreement or breach, termination, shall firstly be attempted to be settled by conciliator appointed/nominated by ED/NMRC on receipt of such requests from either party. The conciliator shall make the settlement agreement. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an Arbitration Award under the Arbitration and Conciliation Act 1996. If the conciliation failed, the party may refer the matter to Arbitration to resolve the disputes

5.11.2. Arbitration

All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Managing Director, NMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs. 2 Crore and to a panel of three Arbitrators, if total value of claims is more than Rs. 2 Crore. NMRC shall provide a panel of three Arbitrators for the claims up to Rs. 2 Crore and a panel of five Arbitrators for claims of more than Rs. 2 Crore. Vendor shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. NMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.

5.11.3. The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

5.11.4. Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Vendor shall continue to perform and make due payments to NMRC as per the Agreement.

5.11.5. Jurisdiction

With respect to any dispute arising out of or related to this Contract, the parties consent to the exclusive jurisdiction of, and venue in, the District Court located in Gautam Budh Nagar, Uttar Pradesh, India.

5.11.6. Cost

The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

5.12. Indemnity

The Vendor shall indemnify and hold harmless NMRC, from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Vendor, his representative or his employees in the execution of the Services. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to:

- a. sickness, or disease, or death of, or injury to any person; and
- b. loss of, or damage to, or destruction of any property including consequential loss of use

5.13. Miscellaneous

- a. The Vendor hereby agrees that NMRC shall have no responsibility as regards Vendor employees and the employees shall be the employees of Vendor only and shall not be construed under any circumstances as employees of NMRC. Vendor hereby indemnifies NMRC against the claims made by Vendor's employees against NMRC.
- b. The Vendor hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Vendor hereby indemnifies NMRC against any liability arising in connection with the employment of its personnel in the said premises by Vendor. Vendor hereby undertakes to carry out police verification of its employees and submit

the copy of same to NMRC in accordance with NMRC's policies regulations prevalent at that time.

- c. Vendor shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Vendor and these personnel shall at no point of time be construed to be employees of NMRC and the Vendor shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Vendor shall indemnify NMRC from any claims that may arise in connection with above.
- d. In case of non-payment of Empanelment charges and other dues or any other reasons whatsoever, the Vendor voluntarily agrees to and permits "NMRC" to disconnect all utility services including electric supply to the Contracted premises. The Vendor agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the NMRC.
- e. That the Vendor shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and NMRC shall not be liable or responsible for any of the act or omissions committed on the part of the Vendor.
- f. The Vendor agrees voluntarily and unequivocally to make all payments as may be due on due date, without waiting for any formal invoice from the NMRC. The Vendor also voluntarily agrees to collect the invoice from the Authorized representative of the NMRC before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.
- g. Misuse - The Vendor shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Vendor carries on any business or uses the said premises for any other purposes the Contract shall deemed to have been misused and NMRC shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the Vendor only. The Vendor will indemnify and keep indemnified NMRC for any losses on this account.**
- h. Compliance with the Law - The premises and the equipment and the appurtenances thereto (except those installed by NMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Contracted premises. The Vendor at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Vendor shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Fire department. The Vendor shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the MD, NMRC or any official of NMRC. Non-compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Vendor shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of Vendor.

6. Section 6: Draft Contract/Agreement

THIS AGREEMENT made on theday of 20__ at Noida, District Gautam Budh Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India** represented by..... of the company, by virtue of his designation and authorization by **Shri....., Managing Director, NMRC** (hereinafter called as the "....."), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

..... having its registered office atrepresented by(herein after called the "**Vendor**", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part. WHEREAS the NMRC desires that the Works/ Services known as the "....."should be executed by the Vendor, and has accepted a contract by the Vendor for the execution and completion of these Works.

NMRC and the Vendor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement -

Reference:

- (i) Application No..... Dated
- (ii) Application Documents duly accepted and submitted by dated
- (iii) The Application Documents which include all the Sections specified below:
 - a. Section 1: General Information
 - b. Section 2: Terms of **Reference**
 - c. Section 3: Instructions to Applicant
 - d. Section 4: Eligibility, Evaluation and Selection Process
 - e. Section 5: General Conditions of Contract (GCC)

- f. Section 6: Draft Contract/Agreement
 - g. Section 7: Forms
 - h. Section 8: Appendices
 - i. Amendment/ Modification, if any
- (iv) Notice of Award (.....) issued by NMRC
 - (v) Letter of Acceptance of NOA (.....) given by to NMRC
 - (vi) Any other admitted correspondence documents between NMRC and the Applicant.

3. Duration of Contract

Duration of Contract means a period of two (02) years. The Contract Period can be further extended for mutually agreed period on the same terms and conditions with annual escalation at the rate of 5% (Five Percent) per annum on compounding basis on the agreed annual empanelment charges, beyond the defined 2 (two) years period.

4. Price Schedule

NMRC shall consider the following price, as quoted by the Vendor as part of financial bid.

- 5. The courts at District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
- 6. In consideration of the payments to be made by NMRC to the Vendor as specified in this Agreement, the Vendor hereby covenants with NMRC to execute the Works/Services and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. **“Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by Applicants along with his Technical Bid or Financial bid, which is different from the Application Document, Corrigendum, Addendum uploaded by NMRC on the NMRC website (www.nmrcnoida.com) and any other correspondence in this regard, shall not be treated as a part of the Contract Agreement& shall not be binding upon NMRC in anyway whatsoever at any stage of work/service during execution or thereafter.”**

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

For and on behalf of the Vendor
Signature of the authorized official

For and on behalf of NMRC
Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Vendor Stamp/Seal of NMRC

In the presence of:

In the presence of:

Sign of Witness 1_____

Sign of Witness 1_____

Name_____

Name_____

Address_____

Address_____

Sign of Witness 2_____

Sign of Witness 2_____

Name_____

Name_____

Address_____

Address_____

7. Section 7 : Forms

7.1. Form 1: Letter of Proposal Submission

[Location, Date]

To

GM (Technical)
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
Noida -201301
District Gautam Budh Nagar, Uttar Pradesh

Subject: Selection of Vendor(s) for Event Management/ Facilitation for implementation of NMRC Policies for business offers to public

Dear Sir,

We, the undersigned, offer to provide the services being the **Vendor(s) for Event Management/ Facilitation for implementation of NMRC Policies for business offers to public** in accordance with your Application Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the Application Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

- Studied and analysed and satisfied ourselves about all the requirement of the Application including but not limited to market and market conditions
- Carefully assessed the commerciality of Project and that we will be fully responsible for all its assessment in this regard.
- Seen / visited / assessed the potential locations of the Metro Stations and fully understand and comprehend the technical, financial, commercial and investment requirements.

We have filled the complete information correctly in Form 17: Bid Details.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

We understand you are not bound to accept any Bid you receive.

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

7.2. Form 2: Firm Details

1.	Title and name of the Project: Selection of Vendor(s) for Event Management/ Facilitation for implementation of NMRC Policies for business offers to public															
2.	State the structure of the Applicant's organization (Applicants to complete/delete as appropriate) Sole Applicant/Consortium															
3.	<p>For Applicants who are individual companies or firms, state the following. In case of consortium, each member of the consortium shall fill submit these details in separate rows.</p> <p>Name of Company or firm:</p> <p>Legal status: (e.g. incorporated private company, proprietorship, etc.)</p> <p>Registered address:</p> <p>Year of incorporation.....</p> <p>Principal place of business:</p> <p>PAN (attach proof).....</p> <p>GST No. (attach proof).....</p> <p>Contact person:</p> <p>Contact person's title:</p> <p>Address, telephone, facsimile number and e-mail ID of contact person:</p> <p>.....</p> <p>.....</p>															
4.	<p>In case of a consortium, state the following including :</p> <table border="1"> <thead> <tr> <th>Names of members (Lead member first):</th> <th>Legal Status</th> <th>Registered address and principal place or business</th> <th>Percentage participation (equity)</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note:</p> <p>Authorised contact person (from lead member):</p> <p>Contact person's title:</p> <p>Address, telephone, facsimile and e-mail ID of contact person:</p>				Names of members (Lead member first):	Legal Status	Registered address and principal place or business	Percentage participation (equity)	a.				b.			
Names of members (Lead member first):	Legal Status	Registered address and principal place or business	Percentage participation (equity)													
a.																
b.																

7.3. Form 3: Capability Statement

It is Compulsory for the Applicant to fill this statement and the Applicant must upload those document that support this statement

Reference No : _____

Name of Work : _____

Name of Applicant: _____

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Applicant)
1	Sole proprietorship, registered partnership firm, (including LLP) public limited company, private limited company or Consortium of any of the above can submit the Applicant. The firms and the companies should be registered in India & incorporated under the companies' act 1956/2013.	
2	The Applicant should have undertaken at least 3 (three) works of similar nature in last 5 (five) Financial Years. (2016-17, 2017-18, 2018-19, 2019-20 & 2020-21). <i>Similar nature of work shall mean handling of public/ private events such as weddings, birthdays, professional events, arranging film/ serial shootings, expo, exhibitions, etc.</i>	
3	The Applicant Firm should have a minimum average annual turnover of Rs. 50 Lakh (Rupees Fifty Lakh) during the last 3 (three) Financial Years (2018-19, 2019-20 & 2020-21 or 2017-2018, 2018-19& 2019-20).	
4	The Applicant should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Company in last 5 (five) financial years.	

7.4. Form 4: Relevant Experience

S. No.	Particulars	Details (INR)
1	Type of Business	
2	Similar nature of work undertaken (add separate rows for each experience)	
3	Year of Event	

Attach documentary proof for each of the experience mentioned above.

7.5. Form 5: Financial Capacity

S. No.	Particulars	Details (INR)
1	2020-21	
2	2019-20	
3	2018-19	
4	2017-18	
	Average annual turnover for the last 3 FYs (2018-19, 2019-20 & 2020-21 or 2017-18, 2018-19 & 2019-20).	

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____ (Name of applicant), we M/s _____, Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY _____, _____ & _____ is correct.

Signature and Seal of Chartered Accountants/Statutory Auditors (with membership no.) & UDIN.

Undertaking (if applicable)

I/ We _____ (M/s _____) declare that the Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared.

Attach Documentary proofs: Audited Balance Sheets and Turnover Certificate

7.6. Form 6: Memorandum

Name of Work: Selection of Vendor(s) for Event Management/ Facilitation for implementation of NMRC Policies for business offers to public

I/We agree to keep the quoted rate open for acceptance for 180 days from the due date of submission thereof and not make any modification in its terms and conditions.

I/We/ any of the consortium members hereby declare that I/We/ consortium members shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of NMRC.

Signature of the Applicant with seal

Dated:

Witness:

Address:

Occupation

Note: To be signed by the Applicant/ lead member in case of a Consortium

7.7. Form 7: Undertaking

Name of Work: Selection of Vendor(s) for Event Management/ Facilitation for implementation of NMRC Policies for business offers to public

I confirm that I/ Applicant/ any of the consortium members have not been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years.

I confirm that I/ Applicant/ any of the consortium members [*have/ don't have any*] pending litigations, non-performing contracts and surrendered contracts during last 5 years.

Signature of the Applicant with seal

Dated:

Witness:

Address:

Occupation

Note:

1. To be signed by the Applicant/ lead member in case of a Consortium

7.8. Form 8: Power of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **"Selection of Vendor(s) for Event Management/ Facilitation for implementation of NMRC Policies for business offers to public"** in response to the Application Document dated _____ issued by Noida Metro Rail Corporation ("NMRC" or "the Corporation"), including signing and submission of the Application and all other documents related to the Application, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Application till the completion of the bidding process as per the terms of the Application Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Application Document.

Signed by the within named

.....[Insert the name of the executants company]

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executants)

(Name, designation and address of the executants)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.

(Signature)

Name

Designation.....

2.

.....

(Signature)

Name

Designation.....

Notes:

- (1) 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 the same should be under common seal of the executants affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executants(s) in this regard.
- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executants(s).

7.9. Form 9: Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref. Date:

To

GM (Technical)
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
Noida -201301
District Gautam Budh Nagar, Uttar Pradesh

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the Application document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the Application. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable*

7.10. Form 10: Power of Attorney for Lead Member of Consortium

Whereas the GM (Technical), Noida Metro Rail Corporation Limited (NMRC) has invited applications from interested parties for the **Selection of Vendor(s) for Event Management/ Facilitation for implementation of NMRC Policies for business offers to public** (the "Project").

Whereas,,, and
(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Application and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office at,M/s.
having our registered office at,M/s.having our registered office
at,andhaving our registered office at
.....,(hereinafter collectively referred to as the "Principals") do hereby irrevocably
designate, nominate, constitute, appoint and authorise M/S having its registered
office at.....,being one of the Members of the Consortium, as the Lead Member and true
and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably
authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the
Consortium and any one of us during the bidding process and, in the event the Consortium is awarded
the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on
behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or
incidental to the pre-qualification of the Consortium and submission of its Application for the Project,
including but not limited to signing and submission of all applications, bids and other documents and
writings, participate in Applicants and other conferences, respond to queries, submit information/
documents, sign and execute contracts and undertakings consequent to acceptance of the Application of
the Consortium and generally to represent the Consortium in all its dealings with the NMRC, and/ or any
other Government Agency or any person, in all matters in connection with or relating to or arising out of
the Consortium's Application for the Project and/ or upon award thereof till the Concession Agreement is
entered into with the NMRC.

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

*IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF
ATTORNEY ON THIS DAY OF2....*

For
(Signature)
.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)
Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *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.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant..*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate*

7.11. Form 11: Consortium Agreement / Memorandum of Understanding

(To be executed on Stamp paper of appropriate value)

This Consortium Agreement/Memorandum of Agreement is executed at _____ on this _____ day of _____, 2018.

BETWEEN

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 1956 and having its registered Office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

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

AND

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

Whereas Noida Metro Rail Corporation Limited (hereinafter referred to as 'NMRC') has invited Applications for the _____ in terms of the Application documents issued for the said purpose and the eligibility conditions required that the Applicants bidding for the same should meet the conditions stipulated by NMRC for participating in the bid by the Consortium for which the Bid has been floated by NMRC.

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

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

2. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Application process for _____ in terms of the Application invited by Noida Metro Rail Corporation Ltd., (NMRC).

3. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by NMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid Contract, in case the Consortium turns out to be the successful Applicant in the bid being invited by NMRC for the said purpose.
4. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the eligibility criteria stipulated for a Applicant, to participate in the Application for the said Bid process for _____.
5. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the Application as well as doing all other acts and things necessary for submission of Application documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
6. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
 - I. The Lead Member shall have _____per cent (____%) of shareholding with reference to the Consortium for this specified Agreement.
 - II. The Participant Member shall have _____ (____%) of shareholding with reference to the Consortium for this specified Agreement.

That in case to meet the requirements of Application documents or any other stipulations of NMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of NMRC.

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

1.(_____) 2.(_____) 3.(_____)

Authorized Signatory Authorized Signatory Authorized Signatory

(_____) (_____) (_____)

For (Name of company) For (Name of company) For (Name of company)

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

(i) Execution of the Consortium Agreement, and

(ii) Appointing the authorized signatory for such purpose

7.12. Form 12: Undertaking for Responsibility (In case of Consortium)

(On Rs. 100/- stamp paper duty notarized)

Undertaking for Responsibility

_____ as a lead member of the consortium of _____ companies – namely _____ (complete name with address) jointly & severely undertake the responsibility in regards to the Agreement with NMRC in respect of _____ Insert Name of Application) :-

1. That, we solely undertake that _____ (Name of the company /consortium member) shall conduct all transactions/ correspondence and any other activity in connection with Agreement pertaining to “_____”(Insert Name of Application).
2. That, all consortium members are jointly or severely responsible for all commitments /liabilities / dues etc., to NMRC.
3. That, we further confirm that, the stake holding of lead member - _____ (Name of the company /consortium member) shall always remain more than 51% and we, all consortium members, ensure that there shall be no change in the stake holding of all parties without prior permission of NMRC subject to Agreement (to be executed with NMRC) provisions.
4. We also confirm that our consortium was made on Dt._____, for seeking “_____”(insert name of Application) and in support of which a copy of our Board Resolution is attached with this undertaking.

(Authorized / CEO of all _____ consortium members to sign on undertaking with witness signatures)

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

Witness 1.
 2.

7.13. Form 13: Salable Form for Application Document

Job No.

The required fee of form has been deposited in _____ Bank A/c No. _____ vide UTR No./ RTGS No. _____ dated _____ and the scanned copy of UTR receipt with Transaction Id is being enclosed with Application documents. If the copy of UTR receipt is not uploaded with the Application shall be rejected.

DETAILS OF ERNEST MONEY ATTACHED

The required amount of Earnest money has been deposited in _____ Bank A/c No. _____ vide UTR No./ RTGS No. _____ dated _____ and the scanned copy of UTR receipt with transaction Id is being enclosed with Applicant documents. If the copy of UTR receipt is not uploaded with the Application shall be rejected.

APPLICANT

7.14. Form 14: Declaration of Refund of Earnest Money

**Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor,
Ganga Shopping Complex, Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

[illegible]

The above provided information is true to the best of my knowledge.

Date:

Signature with Stamp/Seal

7.15. Form 15: Bid Offer/ BOQ (Format)

To

GM (Technical)
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
Noida -201301
District Gautam Budh Nagar, Uttar Pradesh

Sub: Selection of Vendor(s) for Event Management/ Facilitation for implementation of NMRC Policies for business offers to public

Dear Sir,

I/we have read and examined the Application document, general terms and conditions for the work.

I/we hereby quote the following amount per year as Empanelment charges under the terms of this Application

Sl. No.	Item Description	Total Quoted Amount per year (In Figures) excluding taxes To be entered by the Applicant (In Rs.)	Total Quoted Amount per year (In Words)
1	Annual Advance Empanelment Charges for being permitted to operate as an authorized Vendor of NMRC		

Note:

- The Empanelment Fees is annual in nature.**
- The Empanelment Fees is exclusive of all applicable taxes and levies. The Vendor shall bear all the applicable taxes including GST at prevailing rates. Any future revision in taxes shall also be borne by Vendor.
- The Financial Bid submitted is unconditional and fulfills all the requirements of the Terms of Reference Document.
- We have completely read and understood the Application Document. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorized Person

NAME OF THE APPLICANT AND SEAL

7.16. Form 16: Proforma for Clarifications / Amendments on the Application

Sl. No.	Document	Clause No. and Existing Provision	Clarification required	Suggested Text for the Amendment	Rationale for the Clarification or Amendment

Authorized signatory

Name:

Date:

Name of the Applicant with seal

7.17. Form 17: Bid Details

The following list is intended to help the Applicants in submitting offer which are complete. An incomplete offer is liable to be rejected. Applicants are advised to go through the list carefully and take necessary action.

S.No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Application Processing Fees (Self attested)		
2	Earnest Money Deposit (Self attested)		
3	Documentary evidence such as Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company affidavit in case of sole proprietorship, partnership deed along with partnership registration certificate in case of partnership firm (including LLP) , MOU & other agreements in case of consortium.		
4	Self-attested copy of PAN card of the company/firm; the GST registration(For all the members in case of Consortium)		
5	Form 1: Letter of Proposal Submission		
6	Form 2: Firm Details		
7	Form 3: Capability Statement		
8	Form 4: Relevant Experience		
9	Form 5: Financial Capacity		
10	Form 6: Memorandum		
11	Form 7: Undertaking		
12	Form 8: Power of Attorney		
13	Form 9: Statement of Legal Capacity		
14	Form 10: Power of Attorney for Lead Member of Consortium		
15	Form 11: Consortium Agreement / Memorandum of Understanding		
16	Form 12: Undertaking for Responsibility (In case of Consortium)		
17	Form 13: Salable Form for Application Document		
18	Form 14: Declaration of Refund of Earnest Money		
19	Form 16: Proforma for Clarifications / Amendments on the Application		
20	Any other document asked by the Corporation if submitted, specify the documents Or Any other document which the Applicants considers relevant		
21	Self attested copies of ITR for last 3 financial years (2017-18,2018-19,2019-20 or 2018-19,2019-20,2020-21)		

8. Section 8: Appendices

(For reference only)

8.1. Appendix 1: Metro Alignment



Fig: The Metro Line

Please Note: The map shown above is indicative (not to scale)

8.2. Appendix 2: Policy for Leasing part of Station Parking Space for Metro Market

Policy for Leasing part of Station Parking Space for Metro Market

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

Policy

For

Leasing part of Station Parking Space for Metro Market

No. NMRC/T-154/March/ 2020

March, 2020

Issued by:

**Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor,
Ganga Shopping Complex, Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

Policy for Leasing part of Station Parking Space for Metro Market

1. About NMRC

Noida and Greater Noida are being developed as the satellite industrial towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.

Noida Metro Rail Corporation (NMRC) Limited is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. NMRC desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of NMRC is to help create an efficient, safe, reliable, economical and affordable public transport system.

NMRC is starting an initiative for providing a unique destination of the metro market (which refers to a temporary market in metro premises i.e. parking spaces), wherein NMRC will provide NMRC spaces for organizing event/s on short term basis to Applicants.

2. Objective

NMRC aims

- To lease out part of underutilized stations' parking spaces for creating metro market/ exhibition/ events/etc.
- To become a unique destination for metro markets.
- To enhance ridership by creating metro markets/ haats.
- To generate non-fare box revenue through short term licensing of NMRC's space for sustainable development.

3. Eligible applicants

- a) An interested Applicant (i.e. Individual, Sole Proprietorship Firm/ Registered Partnership Firm/ Public Limited Company/ Private Limited Company/ Government Organization/ Public Sector Undertaking/ Society/ Trust, etc.) will have to make a request for leasing NMRC Spaces for organizing event/s.

(Event organizer/ management companies shall be applicable for metro markets.)

- b) The Applicant should have undertaken at least one similar nature of work in last 5 (five) Financial Years.

Similar nature of work shall mean organizing event/ show/ fest/ exhibition/ haat in government or private premises (such as banquets/ malls/ hotels/ parking space/ designated markets like Shilp Haat/ Dilli Haat etc.) in India.

- c) The Applicant should neither be a black listed/debarred nor should its contracts have been terminated/ foreclosed by any company / department during the last 5 (five) Financial Years due to non- fulfillment of Contractual obligations.

The Applicant shall also furnish the following documentary proof:

- **For above criteria 3(a)** – Proof of legal status (such as Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc., Articles of Association and Memorandum of Association (if applicable))
- **For above criteria 3(b)** – Work experience with documentary evidence such as Completion Certificate
- **For above criteria 3(c)** – Form 1: Cover Letter, which has declaration pertaining to the clause.

4. Detail of Station wise Parking Spaces

The available parking spaces at different stations have been categorized into three bands based on the demand-supply analysis on stations i.e. demand factor is basis the station wise ridership data and supply factor is basis the area available of parking.

S.No.	Stations	Tentative Area available (sqm)	Band
1	Noida Sector 76	6,051.63	Band 2
2	Noida Sector 101	1,637.40	Band2
3	NSEZ	2,190.00	Band2
4	Noida Sector 83	3,378.00	Band 2
5	Noida Sector 137	3,453.00	Band 2
6	Noida Sector 142	3,000.00	Band 2
7	Noida Sector 143	1,914.00	Band 2
8	Noida Sector 144	3,200.00	Band 3
9	Noida Sector 145	3,203.20	Band 3
10	Noida Sector 146	1,444.00	Band 3
11	Noida Sector 147	3,204.40	Band 3
12	Noida Sector 148	1,244.40	Band2
13	Pari Chowk	1,760.60	Band 1
14	Alpha I	1,841.82	Band1
15	Delta I	3,602.71	Band 2

It may be noted that:

1. The spaces available are tentative in nature and on “as is where basis is”.
2. The availability of space for events/metro markets at stations shall be subject to requirement for Parking and Electric Vehicles Charging Stations over the period of time.
3. The Applicant shall apply for minimum of **50 sqm** as space requirement on ‘as is where is’ basis for **at-least three days**.

5. Schedule of rates

The schedule of rates is as under -

#	Band	License Fee per sqm per day(In Rs.) (Excluding Taxes)
1.	Band 1	20
2.	Band 2	16
3.	Band 3	13

Note: GST/any other tax/charge shall be payable by the applicant in addition to the above License Fee.

6. Timings

- a) The spaces shall be available for the period applied for and approved by NMRC.
- b) The space to make any arrangements shall be provided one day in advance of the event, basis request. This shall account as the one preparatory day, which shall exclude the actual event days.
- c) Similarly, post event half day shall be given for shifting, cleaning and make good of the allotted space.
- d) Above mentioned period for the pre and post event will be without any charge.

7. Payment/Applicability of Rates

- a) The consideration for event must be remitted in advance through RTGS/ NEFT or in the form of Demand Draft / Banker's Cheque drawn in favour of Noida Metro Rail Corporation Ltd., payable at Noida.

8. Application instructions and process

- a) The applicant may apply to NMRC through Application Form (Annexure 2) at least **30 working days** in advance for proper scrutiny and approval of the case.

The Applicant may submit their **request form** online. Thereafter, on confirmation call from NMRC, the Applicant may submit the **hard copy** of the Application Form at NMRC Head Office as per address mentioned in **Clause 16**.
- b) The applications will be registered on First Come First Serve basis in Priority register. The priority register will be maintained to record the time and date of registration of request.
- c) All fees (including applicable taxes and security deposit) must be submitted in the mentioned form **at least ten (10) working days (excluding the day of event) before the day of scheduled event**, after confirmation of Booking by NMRC, failing which the applicant may lose his priority.
- d) The Applicant is suggested to undertake the Site Visit and assess the requirement basis the proposed project at its own cost.
- e) The Applicants are advised to study all instructions, forms, terms, requirements and other information in the Application carefully.
- f) The Applicant shall be deemed to have applied after careful study and examination of the Application Document with full understanding of its implications.
- g) The application received shall be reviewed carefully and interactions with the applicants are likely to take place. However, NMRC reserves the right to accept/ reject any application that NMRC may receive.

9. Security Deposit

In addition to the abovementioned charges at Clause - 5 (Schedule of rates), the applicant required to pay an Interest Free Security Deposit in the form of Demand Draft / Banker's Cheque **immediately/within two working days** after confirmation of Booking by NMRC as advance. The lump sum amount of refundable security deposit shall be **equivalent to half of licensee fees or minimum of INR 25,000, whichever is higher**.

Security Deposit will be kept by NMRC till the event is over and will be refunded (preferably within 1 month) after receiving the confirmation from Operation/Concerned department that there is no damage to the property of the NMRC during the time of event. However, if at the time of event any dispute/damage occurs etc., then same will be recovered first from the security deposit amount and balance amount (if any) will also be demanded from the applicant.

10. Indemnity Bond

The applicant shall submit an indemnity bond on a stamp paper of hundred rupees value, which is duly notarized, indemnifying NMRC completely against any loss direct or indirect, injury, damage caused to Metro commuters, NMRC's men, material & property and to applicant's men & material during the event period and undertake to bear all cost incurred as a result of such incidence. The format of the Indemnity bond is annexed herewith as Annexure 3 which is required to be submitted by applicant at the time of advance payment/ before starting of event.

11. Infrastructure Services

a. Electricity

The Applicant shall take electricity from the NMRC if requirement of electricity load is up to 20 Kw for the events/metro market etc. however, if electricity load requirement is more than 20 Kw, the Applicant shall have to make their own arrangement.

If electricity will be provided by NMRC, lumpsum electricity consumption charges will be made by Applicant to NMRC in addition to Licensee fees. The lump sum electricity charges shall be calculated on the basis of equipment/ lightings used by the Applicant. Electricity consumption charges' security deposit, decided by NMRC, shall be separately paid by the Applicant.

b. Disposal of Waste

The Applicant shall have to make its own arrangements for daily disposal of waste (after segregation of dry and wet waste) out of NMRC premises at the dumping sites approved by concerned civic agencies to ensure perfect cleanliness. If any kind of waste is found disposed off on NMRC land/ or premises, a penalty/fine of Rs.2,000/- per day shall be imposed by NMRC for each occasion.

The Applicant shall be responsible for all payments on the above accounts i.e. electricity and waste disposal facility.

12. Facilities provided by NMRC

- a) The required space shall be permitted to the Applicant, as applied, by NMRC post required payments and approvals. The space shall be provided on "as is where is" basis.

13. Guidelines for Applicant

The Applicant shall abide by following terms and conditions as mentioned above-

- a) The Applicant shall construct/ build the temporary structure for the metro market/event at its own cost and risk along with any necessary work that may be required post approval from NMRC.
- b) The Applicant shall demarcate the allotted space for the event purpose at its own cost and risk.

- c) The safety and security of all the arrangements (including materials) shall be the sole responsibility of the Applicant. NMRC shall not be liable for any such loss and/or damage that may arise.
- d) The Applicant shall ensure adherence to all norms of "The Metro Railways (Operation and Maintenance) Act, 2002.
- e) The Applicant shall be responsible to obtain any / all permissions from all other concerned agencies/ statutory approval/ local authorities, wherever required, before start of the event.
- f) All items prohibited under "The Metro Railways (Operation and Maintenance) Act, 2002 will not be allowed inside the metro premises.
- g) Applicant must nominate a coordinator from their side and must furnish his/ her details to NMRC with the application form.
- h) The Applicant during the period of event shall maintain good conduct.
- i) Dates/Timing of the event has to be agreed in advance and must be strictly adhered to and not be changed except with the prior approval of the NMRC.
- j) In case of any loss and / or damage caused to NMRC's property, the applicable amount will be deducted from the security deposit or charged additionally in case it exceeds the security amount.
- k) NMRC at all times retains the right to halt any activity that is deemed to adversely impact the safety and security of Metro operations, personnel and property without any intimation to the applicant and no claim or compensation in this regard will be entertained.
- l) NMRC shall not be held responsible for any loss either direct or indirect, liabilities, bodily injuries, deaths, losses, lawsuits, claims, demands, fines, damages, costs and expenses which are caused to the applicant of the event.
- m) The proposed activities shall not hamper the operational activities.
- n) Activities prohibited under any law/ Government circular/Government Order will not be allowed.
- o) No animals are permitted on NMRC property without prior consent.
- p) Photo or Video in any manner with or without intention should not be used to project a negative image of NMRC.
- q) Use of fire, gunfire, explosives or any hazardous material are not permitted at NMRC stations/trains/premises.
- r) NMRC staff / contractors will not be involved in the event without prior written permission of NMRC.
- s) NMRC has the list of usages banned/ negative list as follows:
 - Any product / service the sale of which is unlawful/illegal or deemed unlawful under any Indian act or legislation.
 - Any product/ storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
 - Sale of tobacco and tobacco products.
 - Coal/Gas based cooking strictly prohibited. Selling of Packaged items with FSSAI certification will be allowed.

- Banqueting for marriage purpose is strictly prohibited. However, usages as Coaching Centres, Computer Training Centres and Conference Hall will be permitted.
- Sale of alcohol based drinks or beverages is prohibited.

14. Cancellation and Refund

The booking may be cancelled on the request of the applicant during NMRC office hours i.e. from 9.30 am to 6 pm (Monday to Friday). The refund of the booking amount shall be as under:

#	Time of request	% Refund of Booking Amount
1.	Before or on 7 days in advance of scheduled day of event (Excluding the day of event)	75%
2.	Before or on 5 days in advance but later than 7days in advance (Excluding the day of event)	50%
3.	Before or on 3 days in advance but later than 5days in advance (Excluding the day of event)	25%
4.	Less than 3 days in advance (Excluding the date of event)	0%

- a) The Security Deposit will be refunded in full on cancellation of the booking.
- b) NMRC reserves the right of full refund in case of abnormal force majeure condition.
- c) In case of acceptance of cancellation request, NMRC reserves the right to allocate it to the next in turn.

15. Nodal Officer for Information about the Project Application

Applicants may obtain further information/ clarifications pertaining to this Application from the office of DGM (Operations), Noida Metro Rail Corporation (NMRC) Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh. Alternatively, the details may also be sought from Authorized vendor/s to be nominated by NMRC, in future.

16. Submission of Applications

The Applicant shall be required to submit their application with associated documents at the following address :

DGM (Operations)

Noida Metro Rail Corporation,

Block-III, 3rd Floor, Ganga Shopping Complex,

Sector-29, Noida 201301

Email: nmrcnoida@gmail.com/ _____

Any clarification on the policy may also be made at the above address.

Alternatively, the Applicant can fill the details in the "Online Link" provided on the NMRC website as well.

17. Language

- a) The Applications prepared by the Applicant and all correspondence and documents relating to the applications exchanged by the Applicant and NMRC, shall be written in English/Hindi language, provided that any printed literature furnished by the Applicant in another language shall be accompanied by an English/Hindi translation in which case, for purposes of interpretation of the application, the English/Hindi translation shall govern.
- b) If any supporting documents submitted are in any language other than English/Hindi, translation of the same in English/Hindi language is to be duly attested by the Applicant.

18. Documents to be submitted

The Application to be submitted by the Interested Parties shall, *inter alia*, include:

- a) Cover Letter expressing interest to participate in the form and manner prescribed hereunder as Annexure 1;
- b) Details of the Applicant in the form and manner as prescribed hereunder as Annexure 2 and;
- c) Indemnity Bond in the form and manner as prescribed hereunder as Annexure 3.

19. Settlements of Disputes

- a) The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Application or the interpretation thereof.
- b) All disputes relating to this Application or claims arising out of or relating to this Application or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this Application shall be referred to Managing Director, NMRC.

20. Applicability of the Policy

This policy shall remain valid until further notified by NMRC.

21. Exemption

Managing Director, NMRC has the power to relax, delete/modify/revise etc. of any of the items of the provision of this policy.

Note: In case of any doubt or dispute regarding interpretation of these rules and procedures, the decision of Managing Director, NMRC shall be the final.

GM (Technical)
Noida Metro Rail Corporation (NMRC)
Uttar Pradesh

Annexures

1. Annexure 1: Cover Letter

Date:

To,
DGM (Operations)
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex,
Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh

Sub: Application for Leasing part of Station Parking Space for Metro Market

Dear Sir,

1. With reference to your Application document, I/We the undersigned am/are hereby expressing our Interest to have space for organizing event/s.
2. We understand that NMRC wishes to lease out space for Metro Market. Further, the issue of this Application does not imply that NMRC is bound to appoint any applicant/s, as the case may be.
3. We hereby declare that we are neither black listed/debarred firm nor have contracts, which have been terminated/ foreclosed by any company / department during the last 5 (five) financial years due to non- fulfilment of Contractual obligations.
4. We hereby declare that all the information and statements made in this Application are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Application is binding upon us.
5. We have prepared our application for the captioned project as specified in Application Document.

I/We hereby declare that all the information and statements made in this Application are true.

(Name and Title of the Signatory)

2. Annexure 2: Application Form

Date of Application : _____

Name of Applicant : _____

Legal Status of Applicant : _____

Registered address : _____

Year of incorporation : _____

Contact Numbers: : _____

Email : _____

Brief profile of the Applicant : _____

Financial Capacity : _____

(Average Turnover of last 3 FYs)

Existing business

Similar projects undertaken : _____

(Name of the Project/ location/ _____

Project photos - attach) _____

Your Business'/ Brand's Social Media : _____

Presence (Link of Website/ Facebook, etc.)

Proposed project at NMRC

Type of Products : _____

(Merchandise/ Food/ etc.)

Indicate the price range of products:

☐ Less than Rs. 100

☐ Rs. 100-500

☐ Rs. 500-1500

☐ Rs. 1500-3000

☐ Rs. 3000 and more

Synopsis/ detailed description of event : _____

(Attach additional sheet if required)

Details of the Proposed Station

S.No.	Stations	Tick (✓)	Tentative Area available (sqm)	Area required (sqm)	Number of days required
1	Noida Sector 76		6,051.63		
2	Noida Sector 101		1,637.40		
3	NSEZ		2,190.00		
4	Noida Sector 83		3,378.00		
5	Noida Sector 137		3,453.00		
6	Noida Sector 142		3,000.00		
7	Noida Sector 143		1,914.00		
8	Noida Sector 144		3,200.00		
9	Noida Sector 145		3,203.20		
10	Noida Sector 146		1,444.00		
11	Noida Sector 147		3,204.40		
12	Noida Sector 148		1,244.40		
13	Pari Chowk		1,760.60		
14	Alpha I		1,841.82		
15	Delta I		3,602.71		

Tentative electricity load : _____
Requirement (in Kw)

Preferred Payment Details

- ☐ RTGS/ NEFT
☐ Demand Draft/ Banker's Cheque

Name of Coordinator/ Contact Person: _____

Local Address of correspondence : _____

Contact Numbers: : _____

Email : _____

Additional Requirements (if any) : _____

To be Filled by NMRC

Priority No: _____

Details (Amount) of License fees : _____

Details (Amount) of Security Deposit : _____

3. Annexure 3: Indemnity Form

(Note: To be filled on Rs. 100 stamp paper)

I, _____ [Name of the Applicant/Official], _____ [Designation] having Address / Registered Office at _____ have been authorized by Noida Metro Rail Corporation Ltd. to carry out _____ [event] on _____ [insert date] from _____ to _____ [insert time].

For my visit to/organizing the event at _____ (Location Name), I, hereby, indemnify Noida Metro Rail Corporation Ltd., its Representatives and Officials completely against any loss, injury, damage caused to metro commuters, NMRC's men, material & property and to our men & material as well during the said period and undertake to bear all cost incurred as a result of such incidence.

I, hereby, further state that no claims / damages whatsoever shall be made by myself or my representatives against NMRC on the aforesaid context before any court / statutory authorities.

Name of the Applicant/ Official

Stamp/Seal of the Organization

In the presence of:

Sign of Witness 1 _____

Sign of Witness 2 _____

Name _____

Name _____

Address _____

Address _____

Time & Date of entry

Time & Date of exit

(To be filled by NMRC official)

***Strike out whichever is not applicable.**

8.3. Appendix 3: Policy for Birthday Party, Pre-Wedding and Other Similar Celebrations on Wheels in Noida Metro

Policy for Birthday party and Pre-wedding celebration on Noida Metro Wheels

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

Policy

for

**Birthday Party, Pre-Wedding and Other Similar
Celebrations
on Wheels in Noida Metro**

No. NMRC/C-63/2020

February, 2020

Issued by:

**Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor,
Ganga Shopping Complex, Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

Policy for Birthday party, Pre-wedding and other similar celebrations on Noida Metro Wheels

1. About NMRC

Noida and Greater Noida are being developed as the satellite industrial towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.

Noida Metro Rail Corporation (NMRC) Limited is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. NMRC desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of NMRC is to help create an efficient, safe, reliable, economical and affordable public transport system.

NMRC is starting an initiative for providing a unique destination for the birthday party, pre-wedding and other similar celebrations on Noida Metro wheels. NMRC will introduce to issue short term license to Applicants for the Event (i.e. "Birthday party, pre-wedding and other similar celebration on wheels").

Event on wheels is a concept where NMRC will allow applicant to book Noida Metro coach/train to celebrate their birthdays, pre-wedding and other similar celebration get-togethers. These activities shall not cause inconvenience to the Metro users or interfere in the operation of Metro services.

2. Objective

- In addition to existing Film shooting policy in NMRC, to promote Noida Metro as an attractive, accessible and affordable destination for "Birthday party, pre-wedding and other similar celebrations on wheels" and to create brand image as one of the most preferred Metro system.
- After introducing this concept, NMRC aims to become a unique destination for birthday celebration, pre-wedding etc. program for residents of Noida and Greater Noida.
- To generate non-fare revenue through short term licensing of NMRC's coach/ train for sustainable development.

3. Eligible applicants

An interested Applicant (i.e. Individual, Sole Proprietorship Firm/ Registered Partnership Firm/ Public Limited Company/ Private Limited Company/ Government Organization/ Public Sector Undertaking/ Society/ Trust/LLP etc.) will have to make a request for Birthday party or pre-wedding or other similar celebrations on wheels with Application Form as specified in Annexure 1.

4. Schedule of rates

The schedule of Booking Fees for hiring NMRC's coach(es)/train on hourly basis for above purposes shall be as under -

#	Location	License Fee Per hour per coach (In Rs.) (Excluding Taxes)
---	----------	---

#	Location	License Fee Per hour per coach (In Rs.) (Excluding Taxes)
1.	Category 1: An undecorated coach in a regular running Metro Train for event (Sector 51 to Depot round trip/s)	Rs.8,000/-
2.	Category 2: An undecorated coach in static Metro Train for event (at Sector 51/ Depot Metro Station only)	Rs. 5,000/-
3.	Category 3: A decorated coach in a regular running Metro Train for event (Sector 51 to Depot round trip/s)	Rs.10,000/-
4.	Category 4: A decorated coach in static Metro Train for Event (at Sector 51/ Depot Metro Station only)	Rs. 7,000/-

It may be noted:

1. The Applicant can request for one or more coaches to the maximum of 4 coaches in a train.
2. In case, where decoration is required, the Applicant shall make required arrangements (self/ through empaneled vendors of NMRC, if any) and bear the cost of decoration. Further, it may be noted that
 - Artificial flowers/ party props shall be allowed with non-adhesive material.
 - Use of spray or magic candles is strictly prohibited inside the metro.
 - No spilling of liquid is allowed.
 - No permanent structure is allowed to be placed. Only temporary structure is allowed with due permission of NMRC.
 - The lighting of candles will be done under the supervision of NMRC Staff.
 - Other facilities like Magician, Temporary tattoo artist as may be required shall be allowed subject to restrictions under "The Metro Railways (Operation and Maintenance) Act, 2002.

Note: GST/any other tax/charge shall be payable by the applicant in addition to the above Booking Fee.

5. Timings

- a) The coach/es(decorated/ undecorated) in a regular running Metro shall be available in Operational hours.
- b) The coach/es (decorated/ undecorated) in a stand still Metro shall be available in both Operational and Non-Operational Hours. In case of Non-Operational Hours, permissible timings shall be starting from 11 pm up to 2 am only. Any transport arrangement beyond NMRC premises shall be the sole responsibility of the Applicant (and his/her group/guests).

6. Payment/Applicability of Rates

- a) The consideration for event must be remitted in advance through RTGS/ NEFT or in the form of Demand Draft / Banker's Cheque drawn in favour of Noida Metro Rail Corporation Ltd., payable at Noida.
- b) The agency will be given maximum 15 minutes free time to set up the event infrastructure and after that License Fee will be started for a minimum time period of One Hour or as required by applicant. In case of any dispute regarding time of start of activity or free time allowed, the decision of NMRC would be final and binding.
- c) If the event goes beyond the permitted time, then additional charges on pro-rata basis to be paid by the applicant. The additional time to be rounded off to next 15 minutes as illustrated below -

Illustration: If the event is scheduled from 10 AM to 12 Noon and the event continues till 12:10 PM, the booking fee will be charged upto 12:15 PM i.e for 2 hours and 15 minutes only. The booking fee for remaining 15 mins will have to be paid by the applicant on pro rata basis which may be adjusted from the Security deposit.

7. Security Deposit

In addition to the above mentioned charges at Point no. - 4 (Schedule of rates), the applicant required to pay an Interest Free Security Deposit in the form of Demand Draft / Banker's Cheque **immediately/within two working days** after confirmation of Booking by NMRC as advance. The lumpsum amount of refundable security deposit shall be **Rs. 20,000/-**.

Security Deposit will be kept by NMRC till the event is over and will be refunded (preferably within 1 month) after receiving the confirmation from Operation/Concerned department that there is no damage to the property of the NMRC during the time of event. However, if at the time of event any dispute/damage occurs etc., then same will be recovered first from the security deposit amount and balance amount (if any) will also be recovered from the applicant.

8. Indemnity Bond

The applicant shall submit an indemnity bond on a stamp paper of hundred rupees value, which is duly notarized, indemnifying NMRC completely against any loss direct or indirect, injury, damage caused to Metro commuters, NMRC's men, material & property and to applicant's men & material during the event period and undertake to bear all cost incurred as a result of such incidence. The format of the Indemnity bond is annexed herewith as Annexure 2 which is required to be submitted by applicant at the time of advance payment/ before starting of event.

9. Application process

- a) The applicant may apply to NMRC through Application Form (Annexure 1) at least **15 working days** in advance for proper scrutiny and approval of the case.
- b) The applications will be registered on First Come First Serve basis in Priority register. The priority register will be maintained in the Corporate Communications department of NMRC to record the time and date of registration of request.
- c) All fees (including applicable taxes and security deposit) must be submitted in the mentioned form **immediately/within two working days** after confirmation of Booking by NMRC, failing which the applicant may lose his priority.

10. Facilities provided by NMRC

- a) The required coach/es shall be permitted to the Applicant as applied by NMRC post required payments and approvals.

- b) NMRC shall allow total of 50 (fifty) people per coach for the event including Adults and Children.
- c) One (01) center table shall be made available to the Applicant by NMRC per coach.
- d) The arrangement for dedicated dustbins and 1 housekeeping staff shall be made available by NMRC.
- e) Additionally, supervisory staff, as deemed appropriate by NMRC, shall be deployed.

11.Guidelines for Applicant and passengers to celebrate Birthday, Pre-wedding and other similar celebrations on Noida Metro Wheels:

The Applicant shall abide by following terms and conditions as mentioned below-

- a) All persons in a group must undergo through the prescribed Security check & ensure all norms of "The Metro Railways (Operation and Maintenance) Act, 2002.
- b) The Applicant shall be responsible to obtain any / all permissions from all other concerned agencies/ statutory approval/ local authorities, wherever required, before start of the event.
- c) All items prohibited under "The Metro Railways (Operation and Maintenance) Act, 2002 will not be allowed inside the metro premises. Further, smoking and intoxication shall not be permitted within the NMRC train/ premises.
- d) Applicant must nominate a coordinator from their side and must furnish his/ her details to NMRC with the application form.
- e) Pre-cooked catering facility during the event shall be arranged by the Applicant. No cooking or reheating can be done inside metro train. Offensive articles which as foul smell or presentation will not be permitted. Only neatly packed food/soft drinks will be permitted.
- f) Consumption of alcoholic drinks is strictly prohibited in the metro train/ premises.
- g) The Applicant during the period of event shall maintain good conduct.
- h) Timing of the event has to be agreed in advance and must be strictly adhered to and not be changed except with the prior approval of the NMRC.
- i) In case of any loss and / or damage caused to NMRC's property, the applicable amount will be deducted from the security deposit or charged additionally in case it exceeds the security amount.
- j) It shall be the responsibility of the applicant to ensure that waste is collected in dustbins. No littering is allowed inside train/ station premises. Any costs incurred by NMRC due to the negligence or failure of the applicant in this regard shall be deducted from the security deposit of the applicant or charged additionally in case it exceeds the amount of the security deposit.
- k) All persons of the applicant's team shall carry entry badges at the time of event and the same will be issued by the NMRC.
- l) NMRC at all times retains the right to halt any activity that is deemed to adversely impact the safety and security of Metro operations, personnel and property without any intimation to the applicant and no claim or compensation in this regard will be entertained.
- m) NMRC reserves the right to restrict the type of equipment entering the metro station/trains/premises for this activity.
- n) NMRC shall not be held responsible for any loss either direct or indirect, liabilities, bodily injuries, deaths, losses, lawsuits, claims, demands, fines, damages, costs and expenses which are caused to the applicant and or by any participant of the event.

- o) There should not be any inconvenience to the commuters at the time of the event due to loud music/ improper behavior/ gestures.
- p) The proposed activities shall not hamper the operational activities.
- q) During the entire event in Aqua Line, the safety and security of the applicant and his/her group/guests shall be their own responsibility and NMRC will not take any safety/security responsibility of the applicant's personnel/belongings etc. during the event.
- r) Activities prohibited under any law/ Government circular/Government Order will not be allowed.
- s) No animals are permitted on NMRC property without prior consent.
- t) Photo or Video in any manner with or without intention should not be used to project a negative image of NMRC.
- u) Use of fire, gunfire, explosives or any hazardous material are not permitted at NMRC stations/trains/premises.
- v) NMRC staff / contractors will not be involved in the event without prior written permission of NMRC.
- w) All people should make an entry in the paid/unpaid area of Metro Station as per due procedure with applicable mode of entry/journey in Metro as per guidance of NMRC supervisor.

12. Cancellation and Refund

The booking may be cancelled on the request of the applicant during NMRC office hours i.e. from 9.30 am to 6 pm (Monday to Friday). The refund of the booking amount shall be as under:

#	Time of request	% Refund of Booking Amount
1.	Before or on 7 days in advance of scheduled day of event (Excluding the day of event)	75%
2.	Before or on 5 days in advance but later than 7 days in advance (Excluding the day of event)	50%
3.	Before or on 3 days in advance but later than 5 days in advance (Excluding the day of event)	25%
4.	Less than 3 days in advance (Excluding the date of event)	0%

- a) The Security Deposit will be refunded in full on cancellation of the booking.
- b) NMRC reserves the right of full refund in case of abnormal force majeure condition.
- c) In case of acceptance of cancellation request, NMRC reserves the right to allocate it to the next in turn.

13. Submission of Applications

The applicant organization shall be required to submit their application with associated documents at the following address:

DGM (Corporate Communications)

Noida Metro Rail Corporation,

Block-III, 3rd Floor, Ganga Shopping Complex,

Sector-29, Noida 201301

Email: nmrcnoida@gmail.com / sandhya2208@yahoo.co.in

Any clarification on the policy may also be made at the above address.

14. Applicability of the Policy

This policy shall remain valid until further notified by NMRC.

15. Exemption

Managing Director, NMRC has the power to relax, delete/modify/revise etc. of any of the items of the provision of this policy.

Note: In case of any doubt or dispute regarding interpretation of these rules and procedures, the decision of Managing Director, NMRC shall be the final.

DGM (Corporate Communications)

1. Annexure 1

Application Form (Hard copy submission)

Date of Application: _____

Name of Applicant : _____

Local Address of correspondence : _____

Contact Numbers: : Landline: _____ Mobile: _____

Email : _____

Type of event : ☐ Birthday celebration
☐ Pre wedding celebration
☐ Other similar celebration (Please specify)

Synopsis/ detailed description of event : _____

(Attach additional sheet if required)

Name of Coordinator : _____

Local Address of correspondence : _____

Contact Numbers: : Landline: _____ Mobile: _____

Email : _____

Proposed Location "Category" : ☐ Category 1
☐ Category 2
☐ Category 3
☐ Category 4

Proposed Station in Category 2/4 : _____

(If Applicable – Sector 51/ Depot)

Proposed date and time of booking : _____

Total Number of People : _____

Food and Beverage provisions : _____

List & Type of Items (Planning to bring) : _____

Additional Requirements (if any) : _____

To be Filled by NMRC

Priority No: _____

Details (Amount) of License fees : _____

Details (Amount) of Security Deposit : _____

Undertaking

I certify that the details on this application accurately reflects the event as proposed, and that I have fully read and understood the terms and condition. If the event is approved, I (along with my group) agree to abide by the guidelines established for this event.

Name of the Applicant:

Signature:

Contact Number:

Email:

2. Annexure 2

Indemnity Form

(Note: To be filled on Rs. 100 stamp paper)

I, _____ [Name of the Applicant/Official], _____ [Designation] having Address / Registered Office at _____ have been authorized by Noida Metro Rail Corporation Ltd. to carry out _____ [event] on _____ [insert date] from _____ to _____ [insert time].

For my visit to _____ (Location Name). I, hereby, indemnify Noida Metro Rail Corporation Ltd., its Representatives and Officials completely against any loss, injury, damage caused to metro commuters, NMRC's men, material & property and to our men & material as well during the said period and undertake to bear all cost incurred as a result of such incidence.

I, hereby, further state that no claims / damages whatsoever shall be made by myself or my representatives against NMRC on the aforesaid context before any court / statutory authorities.

Name of the Applicant/ Official

Stamp/Seal of the Organization

In the presence of:

Sign of Witness 1 _____

Sign of Witness 2 _____

Name _____

Name _____

Address _____

Address _____

Time & Date of entry

Time & Date of exit

(to be filled by NMRC official)

***Strike out whichever is not applicable.**

8.4. Appendix 4: Policy for Hiring of NMRC's Premises including Metro Stations, Trains and Depot for a Particular Duration

Policy for Hiring of Premises including Stations, Trains and Depot for a Particular Duration

**Policy
For
Hiring of NMRC's Premises including Metro Stations, Trains
and Depot for a Particular Duration**

No. NMRC/T-63/2019

February, 2019

Issued by:

**Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor,
Ganga Shopping Complex, Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

Policy for Hiring of Premises including Stations or Trains for a Particular Duration

1. About NMRC

Noida and Greater Noida are being developed as the satellite industrial towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.

Noida Metro Rail Corporation (NMRC) Limited is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. NMRC desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of NMRC is to help create an efficient, safe, reliable, economical and affordable public transport system.

The infrastructure created by it and the modern world class facilities attract a large number of entities for filming inside Metro. In this context, NMRC's premises including spaces at stations and trains may be given on short term hiring basis for the purpose of shooting of films, audio-visuals, documentaries, TV commercials, etc. Advertisement of any kind including product display shall not be permitted during such hiring of NMRC premises. Further, these activities of shooting shall not cause inconvenience to the Metro users or interfere in the operation of Metro services.

2. Objective

To Promote Noida Metro Rail Corporation as an accessible and affordable Film Shooting/Photography destination and maintain its brand image as the One of the most preferred Metro system.

To facilitate & provide assistance to explore Noida & Greater Noida through Metro.

To showcase Noida & Greater Noida as one of the best Film shooting destination in terms of modern infrastructure, commercial projects, demographic canvas in the National & International Market.

3. Eligible applicants

Applicant means Reputed Production House, Event Management Company, Show Organizer, Film Producer & Exhibitor and Branding Company. The applicant have to make a request for audio-visual shooting on the letter head of the company with application form as specified in Annexure 2 (Event, Guidelines and Application Form)

4. Schedule of rates

The schedule of Booking Fees for hiring NMRC's premises on hourly basis for occupancy including stations (Annexure 1), trains, Depot & other premises for above purposes shall be as under:-

#	Location	Booking Rate Per Hour (Excluding Taxes)
1.	Inside Trains (per train of four cars)	Rs. 50,000/-
2.	Inside Metro stations (per station)	Rs. 50,000/-
3.	Both stations and trains	Rs. 75,000/-
4.	Other premises (depot or construction site)	Rs. 3,00,000/-

The applicable fees including applicable taxes for an event will be paid in advance by applicant at least Ten (10) working days (excluding the day of event) before the day of scheduled event failing which the applicant may lose his priority.

A discount of 25% shall be applicable if the premises are booked during non-operational/non-revenue hours of NMRC. For rest of hours, payment is full to be made as given above.

Note: GST/any other tax/charge shall be payable by the agency/production house in addition to the Booking Fee.

5. Definitions

- a) Inside Trains: When train(s) has / have been booked and the activity inside the train including shooting of boarding / de-boarding at platforms. Even for booking a Single car (Coach) of Metro Train, the booking rates will be applicable equivalent to booking a train.
- b) Inside Metro Stations: Station area such as circulating area, entrance, unpaid & paid areas, platforms and no train has been booked. The shooting of regular revenue train from the platform without any actor/actress/crew member will be permitted as part of shooting of the station.
- c) Both Stations and Trains: Wherein shooting is being done inside the train, outside the train, station area and train(s) has/have been booked for shooting purpose excluding category a) above.

6. Payment/Applicability of Rates

- a) The agency will be given maximum 60 minutes (One Hour) free time to set up the instruments/cameras etc. In case of any dispute regarding time of start of activity or free time allowed, the decision of NMRC would be final and binding.
- b) The above mentioned charges shall be paid, in advance, in the form of Demand Draft / Banker's Cheque drawn in favour of Noida Metro Rail Corporation Ltd., payable at Delhi NCR/Noida.
- c) In case the shooting/event goes beyond permitted time, then additional charges on pro rata basis has to be paid by the party. The additional time to be rounded off to next 15 minutes as illustrated below.

Illustration: If the film shooting is scheduled from 10 AM to 12 Noon and the shooting continues till 12:10 PM, the booking fee will be charged upto 12:15 PM i.e for 2.25 hrs only. The booking fee for remaining 15 mins (0.25 hr) will have to be paid by the agency on pro rata basis which may be adjusted from the Security deposit.

- d) Once the permission is granted, change in category from station to train and vice versa shall only be allowed if it is generating more revenue than already agreed and if feasible. If it is leading to lowering of revenue then it will not be agreed.
- e) The Applicant has to deduct the TDS as per the statutory applicable law and intimate the same to the NMRC in advance & submit the challan (if any) to the NMRC.

7. Security Deposit

In addition to the above mentioned charges at point no.-4 (Schedule of rates), the applicant required to pay an interest Free Security Deposit in the form of Demand Draft / Banker's Cheque immediately/within two working days after confirmation of Booking by NMRC. The amount of the security deposit shall be as under: -

#	Location	Security Deposit
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1.	Inside trains (per train of four cars)	Rs. 1,00,000/-
2.	Inside metro stations (per station)	Rs. 1,00,000/-
3.	Both stations and trains	Rs. 1,50,000/-
4.	Other premises (depot or construction site)	Rs. 6,00,000/-

Security Deposit will be kept by NMRC till the shoot is over and will be refunded after receiving the confirmation from Operation/Concerned department that there is no damage to the property of the NMRC during the time of shooting. However, if at the time of shooting any dispute/damage occurs etc., then same will be recovered first from the security deposit amount and balance amount (if any) will also be recovered from the applicant.

8. Indemnity Bond

The applicant shall submit an indemnity bond on a stamp paper of hundred rupees value, which is duly notarized, indemnifying NMRC completely against any loss direct or indirect, injury, damage caused to Metro commuters, NMRC's men, material & property and to applicant's men & material during the event/shooting period and undertake to bear all cost incurred as a result of such incidence. The format of the Indemnity bond is annexed herewith as Annexure 3 which is required to be submitted by applicant before starting of event/shooting.

9. Application process

- The applicant may apply to NMRC in Event Guidelines and Application Form (Annexure 2) at least 15 working days in advance for proper scrutiny and approval of the case.
- The applications will be registered on First Come First Serve basis in Priority register. The priority register will be maintained in the Public Relations department or O/o GM/Technical to record the time and date of registration of request.
- All fees including applicable taxes must be submitted in the form of Demand Draft / Banker's Cheque immediately/within two working days after confirmation of Booking by NMRC, failing which the applicant may lose his priority.

10. Terms and Conditions

The applicant shall abide by following terms and conditions in addition to the financial matters as discussed above: -

- Production Company shall be responsible to obtain any / all permissions from all other concerned agencies/ statutory approval, wherever required.
- Timing of the event has to be agreed in advance and must be strictly adhered to and not be changed except with the prior approval of the NMRC.
- In case of any loss and / or damage caused to NMRC's property, the applicable amount will be deducted from the security deposit or charged additionally in case it exceeds the security amount.
- It shall be the sole responsibility of the applicant to clean up debris or any garbage material or any housekeeping activity, created and / or brought in by the applicant. Any costs incurred by NMRC due to the negligence or failure of the applicant in this regard shall be deducted from the security deposit of the applicant or charged additionally in case it exceeds the amount of the security deposit.
- All persons of the applicant's team shall carry entry badges at the time of event and the same will be issued by the NMRC.

- f) NMRC at all times retains the right to halt any activity that is deemed to adversely impact the safety and security of Metro operations, personnel and property without any intimation to the applicant.
- g) NMRC reserves the right to restrict the number of persons and the type of equipment entering the metro station/trains/premises for this activity.
- h) The company / production house may use film, video and photographs shot at NMRC only for the purpose stated in the application form. The images / footage should not be used for any other purpose without written permission from NMRC.
- i) NMRC shall not be held responsible for any loss either direct or indirect, liabilities, bodily injuries, deaths, losses, lawsuits, claims, demands, fines, damages, costs and expenses which are caused to the applicant organization and or by any participant of the event.
- j) Filming or Photo or Video in any manner with or without intention should not be used to project a negative image of NMRC.
- k) There should not be any inconvenience to the commuters at the time of the event.
- l) Display of any sort of advertisement in the Metro premises, including trains, will not be permitted during the course of any permitted event.
- m) The proposed activities shall not hamper the operational activities or cause any inconvenience to the passengers.
- n) During the entire filming/shooting in Aqua Line, the safety and security of the agency/production house shall be their own and NMRC will not take any safety/security responsibility of the agency's personnel/production house/machine/equipment/camera etc. during the event.
- o) The Safety/Security Team of the agency/production house will have to work in close coordination with the NMRC Safety/Security Team and will have to follow the instructions and guidelines thereof.
- p) Activities prohibited under any law/ Government circular/Government Order will not be allowed.
- q) Any Animals will not be permitted on NMRC property.
- r) Use of fire, gunfire, explosives or any hazardous material are not permitted at NMRC stations/trains/premises.
- s) Filming of Photo or Video must not display any offensive or obscene material or any material with political, religious or racial overtones.
- t) The company / production house should not be allowed to make any changes in respect of the names of the locations, stations, train etc. without prior specific permission of NMRC
- u) NMRC staff / contractors will not be involved in the event without prior written permission of NMRC.
- v) In case of power requirement during the event at the station, the supply will be available on chargeable basis the charges will be decided by NMRC. Applicant can also use generators for supply of power as required. All cords and wiring running along the floor must be taped or guarded so that Metro station patrons and staff do not trip or fall.
- w) The synopsis of film/documentary/serial/TV Commercial etc. has to be shown to NMRC before approval for shooting. No negative projection of the Metro is permitted. There should not be any direct / indirect reference to terrorism in the script which contains shots of the Metro and an undertaking to this effect should be given to NMRC.

- x) The concerned agency/company will have to purchase tickets of NMRC for their entire team members if entering in paid area during the revenue hours.

11. Cancellation and Refund

The booking may be cancelled on the request of the applicant. The refund of the booking amount shall be as under: -

#	Time of request	% Refund of Booking Amount
1.	Before or on 7 days in advance of scheduled day of event (Excluding the day of event)	75%
2.	Before or on 5 days in advance but later than 7days in advance (Excluding the day of event)	50%
3.	Before or on 3 days in advance but later than 5days in advance (Excluding the day of event)	25%
4.	Later than 3 days in advance (Excluding the date of event)	0%

- a) The Security Deposit will be refunded in full on cancellation of the booking.
- b) NMRC reserves the right of full refund in case of abnormal force majeure condition.
- c) NMRC at all times reserves the right to halt any activity that is deemed to adversely impact the safety and security of Metro operations, personnel and property. In such cases the booking fees will be refunded on pro-rata basis i.e. the period of booking will be counted upto next 15 minutes and the booking fee will be charged upto the period of shooting/filming/activity.

Illustration: If the film shooting is scheduled from 10 AM to 12 AM and the shooting has to be cancelled at 11:10 AM by NMRC on any of the above account, the booking fee will be charged upto 11:15 AM i.e. for 1.25 hrs only. The booking fee for remaining 45 min (0.75 hr) would be refunded.

- d) In case of acceptance of cancellation request, NMRC reserves the right to allocate it to the next in turn.

12. Submission of Applications

The applicant organization shall be required to submit their application with associated documents at the following address: -

GM (Technical)

Noida Metro Rail Corporation,

Block-III, 3rd Floor, Ganga Shopping Complex,

Sector-29, Noida 201301

Email: nmrcmanoj@gmail.com

Any clarification on the policy may also be made at the above address.

13. Applicability of the Policy

This policy shall remain valid until further notified by NMRC.

14. Exemption

Managing Director, NMRC has the power to relax, delete/modify/revise etc. of any of the items of the provision of this policy.

Note: In case of any doubt or dispute regarding interpretation of these rules and procedures, the decision of Managing Director, NMRC shall be the final.

GM (Technical)

Annexure 1 :- (List of Stations & Depot)

S.NO.	Name of the Station
1.	Sector 51 Station
2.	Sector 50 Station
3.	Sector 76 Station
4.	Sector 101 Station
5.	Sector 81 Station
6.	NSEZ Station
7.	Sector 83 Station
8.	Sector 137 Station
9.	Sector 142 Station
10.	Sector 143 Station
11.	Sector 144 Station
12.	Sector 145 Station
13.	Sector 146 Station
14.	Sector 147 Station
15.	Sector 148 Station
16.	Knowledge Park II Station
17.	Pari Chowk Station
18.	ALPHA I Station
19.	DELTA I Station
20.	GNIDA Office Station
21.	Depot Station
22.	Metro Depot in Greater Noida

Annexure 2 : - (Application form and Event Guidelines)

Application Form

Date of Application: _____

Contact Person : _____

Company/ Production House : _____

Address : _____

Contact Numbers: : Landline: _____ Mobile: _____

Email: _____

Type of event : ☐ Filming
☐ Promotion
☐ TV/ Commercial
☐ Documentary
☐ Photography
☐ Others : _____

Proposed location(s) of booking : _____

Proposed date and time of booking : _____

Total Number of People : _____

(Including crew, cast, media, etc.)

Types and Number of vehicles : _____

Types and Number of Equipment : _____

Power/ Additional Requirements : _____

Food and Beverage provisions : _____

Priority No. (To be Filled by NMRC) _____

Detailed description/outline pertaining to the event at NMRC premises (attach additional sheet(s) if necessary)

Event Guidelines:

1. Application(s) are required to be submitted to NMRC Ltd. at least 15 working days in advance for proper scrutiny and approval of the case.
2. All fees including all applicable taxes must be submitted in the form of Demand Draft /Banker's Cheque at least 10 (Ten) working days before the event begins. In case of cancellations, refund shall be governed by Clause 11 "Cancellation and Refund" of the Policy for Hiring of Premises including Stations or Trains for a Particular Duration
3. The applicant should pay an interest free refundable security deposit. In case of any loss and / or damage caused to NMRC's property, the applicable amount will be deducted from the security deposit or charged additionally in case it exceeds the security amount.
4. NMRC Ltd., reserves the right to interrupt or halt the any event, before or during the course of event, without any advance notice and no claim or compensation in this regard will be entertained.
5. All people shall carry entry badges at the time of event.
6. Production Company shall be responsible to obtain any/ all permissions from all concerned agencies, wherever required.
7. Any customers/ staff of NMRC Ltd. will not be involved in the event without the prior written permission of NMRC Ltd.
8. Timing of the event has to be agreed in advance and must be strictly adhered to.
9. It shall be the sole responsibility of the applicant to clean up debris or any garbage material or any housekeeping activity, created and / or brought in by the applicant. Any costs incurred by NMRC Ltd. due to the negligence or failure of the applicant in this regard shall be deducted from the security deposit of the applicant or charged additionally in case it exceeds the security amount.
10. In case of power requirement during the event at the station, the supply will be available on chargeable basis. Applicant can also use generators for supply of power as required with a all safety & security measures. All cords and wiring running along the floor must be taped or guarded so that metro station patrons and staff do not trip or fall.
11. No animals are permitted on NMRC Ltd. property without prior consent. If consent is granted, animal(s) must be kept under control at all times by qualified personnel.
12. NMRC Ltd. at all times retains the right to halt any activity that is deemed to adversely impact the safety and security of metro operations, personnel and property.
13. Activities prohibited under any law will not be allowed.
14. Use of fire, gunfire, explosives or any hazardous material is not permitted at NMRC Ltd. stations.
15. The company / production house may use film, video and photographs shot at NMRC Ltd. only for the purpose stated in the application form. The images / footage should not be used for any other purpose without written permission from NMRC Ltd.
16. NMRC Ltd. reserves the right to restrict the number of persons and the type of equipment entering the metro station/train/other premises for this activity.

17. NMRC Ltd. 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 Film / Event Companies / Media and Photographers and/ or by any participant in the event.
18. Filming of Photo or Video must not display any offensive or obscene material or any material with political, religious or racial overtones.
19. Filming or Photo or Video in any manner with or without intention should not be used to project a negative image of NMRC Ltd.
20. The company / production house should not be allowed to make any changes in respect of the names of the locations, stations, train etc. without prior specific permission of NMRC Ltd.
21. There should not be any inconvenience to the commuters at the time of the event.
22. Display of any sort of advertisement in the metro premises, including trains, will not be permitted during the course of any permitted event.
23. The proposed activities shall not temper the operational activities or cause any inconvenience to the passengers.
24. The synopsis of the film/documentary/serial/TV Commercial etc. has to be shown to NMRC before approval. No negative projection of the metro is permitted. There should not be any direct/ indirect reference to terrorism in the script which contains shots of the metro and an undertaking to this effect should be given to NMRC.

Undertaking

I certify that the details on this application accurately reflects the event as proposed, and that I have fully read and understood the terms and condition. If the event is approved, my company and I agree to abide by the guidelines established for this event.

Name:

Signature:

Company Seal:

Designation:

Contact Number

Date:

A Film Credit to "Noida Metro Rail Corporation Ltd" Will be appreciated

Annexure 3 : - (Indemnity Form)

(Note: to be filled on INR 100 stamp paper)

I, [Name of the Official], [Designation], [Organization] having Registered Office at _____ have been authorized by Noida Metro Rail Corporation Ltd. to carry out _____ [event] for a period of _____ days from _____ to _____.

For my visit to _____ (Location Name). I, hereby, indemnify Noida Metro Rail Corporation Ltd., its Representatives and Officials completely against any loss, injury, damage caused to metro commuters, NMRC's men, material & property and to our men & material as well during the said campaign period and undertake to bear all cost incurred as a result of such incidence.

I, hereby, further state that no claims / damages whatsoever shall be made by myself or my representatives against NMRC on the aforesaid context before any court / statutory authorities.

Name of the official

Stamp/Seal of the Organization

In the presence of:

Sign of Witness 1 _____

Sign of Witness 2 _____

Name _____

Name _____

Address _____

Address _____

Time & Date of entry

Time & Date of exit

(to be filled by NMRC official)