

Exclusive Advertising Rights in Metro Trains of NMRC Network

NOIDA METRO RAIL CORPORATION LIMITED



Request For Proposal (RFP)/Tender Document for Awarding Exclusive Advertising Rights in Metro Trains of NMRC Network

Tender No. NMRC/PB/Train Adv./262/2023

March - 2023

Issued By

**Noida Metro Rail Corporation LTD.
Ganga Shopping Complex
IIIrd Block, 3rd Floor, Sector-29, Noida
Gautam Budh Nagar, Uttar Pradesh-201301
E – mail – nmrCNoida@gmail.com**

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NOTICE INVITING TENDER (NIT)

- 1.1. Noida Metro Rail Corporation Ltd. invites bids through open E-Tender, from reputed advertising agencies which may be a sole proprietorship firm, partnership firm or a company incorporated under the Companies Act, 1956/2013 or a Joint Venture/Consortium of such Entities to License out Exclusive Advertisement Rights of Metro Trains of NGN Corridor in NMRC Network, as per **Annexure - I** of the RFP/Tender Document. The Bidders should not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.
- 1.2. NMRC shall receive Bids (e-tender) in pursuant to this Tender Document, in accordance with the terms set forth herein and as modified, altered, amended and clarified from time to time by NMRC in writing through Corrigendum or otherwise. Bidders shall submit bids in accordance with these terms & conditions on or before the due date specified in this document. The Bidders are advised to visit the depots/site/stations/Trains and familiarise themselves with the proposed arrangements and all activities necessary in this regard.
- 1.3. Salient features of Bidding Process:
 - a) NMRC has adopted a single stage, two packet bidding process to select a suitable highest bidder(s) to grant exclusive advertisement rights of Metro Trains on NGN Corridor in NMRC network as detailed in the **Annexure-I** of the RFP/Tender Document.
 - b) For participation in e-tendering process, the prospective bidder(s) has to be registered on e-tendering portal <https://etender.up.nic.in>. On registration they will be provided with a User ID and a password enabling them to submit their Bids online using Digital System Certificate (DSC) and to witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The Tender Document can only be downloaded or uploaded using Class-II or Class-III digital signature of the authorized signatory.
 - c) **Schedule of Bidding Process:**

1.	Name of Work	Tender for awarding of exclusive Advertisement Rights in Metro Trains of NMRC network
2.	Method	Revenue Based Selection (Highest - H1)
3.	Bid System	Two Bid System (Technical and Financial) in Single Stage
4.	Consortium or JV allowed	Yes
5.	Bid Processing Fee (Non-Refundable)	Rs. 23,600/- (Rs. 20,000/- + 18% GST). Bid Processing Fee shall be acceptable through online mode only i.e RTGS/NEFT. Details of NMRC's authorized bank name and Bank Account Number to which payments to be made is as follows: 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
6.	Bid Security	Rs. 2.25 lacs (Rs. Two Lacs Twenty Five Thousand only). Bid Security amount shall be acceptable through online mode only i.e. RTGS/NEFT. Details of NMRC's authorized bank name and Bank account No. to which payments to be made is as follows: 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
7.	Uploading of RFP/Tender Document on e-portal by NMRC	29/03/2023 on e-tendering website https://etender.up.nic.in

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8.	Pre-Bid Meeting	06/04/2023 at 11 : 00 hrs at NMRC Head Office
9.	Site Visit	06/04/2023 at 12 ; 30 hrs in NMRC depot
10.	Last Date of receiving written queries against pre bid meeting	06/04/2023 upto 18: 00 hrs. Queries must be emailed on e-mail id – nmrcnoida@gmail.com in pdf as well as word format.
11.	NMRC's response to pre – bid queries (if any)	13/04/2023
12.	Last Date & Time of Submission (e-tender) of e - Bid online	24/04/2023 up to 1500 hrs
13.	Date & Time of Opening of Technical Package of e - Bid online	24/04/2023 at 1600 hrs
14.	Validity of Bid	Up to 180 days from the last date of submission of e - Bid.

Stage of Activity	Time Period
Payment of Interest Free Security Deposit/ Performance Security to NMRC by Successful Bidder.	Within Fifteen (15) days of date of issue of Letter of Acceptance.
Handing over of the first lot/all of Metro trains to the selected Bidder at Depot.	Within 07 days of making the full payments of Interest Free Security Deposit/ Performance Security& other dues as per NOA.
Signing of License Agreement.	Within 30 days after first handing over of the train sets
Payment of Advance License Fee & Taxes for 1 st Quarter to NMRC by Licensee.	Within the fitment period i.e. Thirty (30) days after the date of handing over of the 1 st lot/All of Metro trains.

Bidders are expected & assumed to carry out extensive survey of NMRC Trains, its Stations & other relevant information(s) and analysis of the Business opportunity at their own cost, before submitting their respective Bids for award of the License under this Tender.

The Bid submissions must be made online after uploading the mandatory scanned documents towards Bid Processing fee, Bid Security and other documents as stated in Tender Document.

All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/space should be there in the name of uploaded file.

Bids received / Bid submitted after due Date & Time of Submission (e-tender) of Bids shall not be accepted under any circumstances.

d) In case of a Bid by a JV/Consortium of firms, following condition shall be abided by all the members of JV/Consortium:

- i) For the purpose of evaluation of the consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium. (Illustration: Say If "A" and "B" are two members of Consortium. "A" is having 70% equity holding in Consortium and "B" is having 30% equity holding in Consortium. In such a condition, 70% of "A's" total turnover and 30% of "B's" total turnover will be taken into consideration for evaluation of eligibility of the Consortium).
- ii) 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 License Agreement.
- iii) Any change in percentage stake of Consortium members without prior written approval of NMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling NMRC to en cash Interest Free Security Deposit/Performance Security and /or to terminate the License Agreement after 30 days notice.
- iv) Minimum percentage stake of any member in Consortium during license period (including lock-in period) shall not be less than 15%.

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- v) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of Consortium.
 - vi) All members of such entity shall be jointly and severely liable for the due performance of License agreement.
- 1.4** Tender Document can also be downloaded from NMRC's website www.nmrcnoida.com and has to be submitted online through e-tendering portal <https://etender.up.nic.in> only.
- 1.5** The Bidders are advised to keep in touch with e-tendering portal <https://etender.up.nic.in> and nmrcnoida.com for latest updates (addendum/corrigendum) in respect of this tender. There will be no other mode of communication for update, if any.
- 1.6** The Bid Processing Fee and the bid security amount have to be submitted Online through RTGS/NEFT by the specified date and time i.e. before the last date & time of uploading of bid, failing which the offer/bid of such bidder shall be declared as ineligible and the said Bid submitted shall be summarily rejected.
- 1.7** In case of any query regarding the RFP/Tender Document, the bidder can, in person, contact to the office of –

GM/Technical

NMRC Ltd., 3rd Block, 3rd Floor

Ganga Shopping Complex, Sector-29, Noida

Gautam Budh Nagar, Uttar Pradesh-201301

DISCLAIMER

- 2.1 This RFP/Tender Document is an invitation by NMRC to the interested Bidders for participation in the e-tendering process for selection of a Licensee. This Tender Document is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by NMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP/Tender Document and obtain independent advice from appropriate sources.
- 2.2 Information provided in this RFP/Tender Document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2.3 NMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this Tender Document. NMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise arising in any way for participation in this Bid Stage.
- 2.4 The issuance of this Tender Document does not imply that NMRC is bound to select a Bidder or to appoint the Preferred Bidder or Licensee, as the case may be, for the grant of License and NMRC reserves the right to reject all or any of the Bid without assigning any reason whatsoever. Bidders shall bear all costs associated with or relating to the preparation and submission of Bid. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the Contract. Any queries or request for additional information concerning this Tender Document shall be considered only if it is submitted in writing.

ELIGIBILITY CRITERIA FOR BIDDERS

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

- 3.1** The bidder should be of any entity i.e. Sole proprietorship, registered partnership firm (Including LLP), public limited company, private limited company or Consortium of any of the above. Consortium members preferably should be of two & in no case more than three. The firms and the companies should be registered in India & incorporated under the companies' act 1956/2013.
- 3.2** The Bidders' competence and capacity is proposed to be established in terms of average annual turnover ("Average Annual Turnover"), the Financial Capacity. The Bidder should have minimum average annual turnover of **Rs. 75.00 lacs** in the last 3 (three) Financial Years (2019 – 20, 2020 – 21 & 2021 – 22) from all sectors of business preferably advertisement sectors preceding to the e-Bid Due Date. In case audited balance sheet of the last financial year is not yet available, then the bidder(s) is required to submit audited financial statements for F.Y. 2019 -20, 2020 - 21 along with an affidavit & certificate from statutory auditors certifying that the balance sheet for F.Y. 2021 – 22 has not been audited so far and they are required to submit CA certificate provisional accounts for F.Y. 2021-22 which are substantiated by the audited accounts, when prepared. The bid submitted without affidavit and certificate and last financial year financial statement (i.e. 2021 - 22), the bid shall be considered as non-responsive & shall not be evaluated.
- 3.3** In case of a Bid by a Consortium, an undertaking of complier JV & Consortium conditions along with relevant documents must be uploaded /submitted. The Conditions of JV/Consortium are as follows:-
- i) For the purpose of evaluation of the consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium. (Illustration: Say If "A" and "B" are two members of Consortium. "A" is having 70% equity holding in Consortium and "B" is having 30% equity holding in Consortium. In such a condition, 70% of "A's" total turnover and 30% of "B's" total turnover will be taken into consideration for evaluation of eligibility of the Consortium).
 - ii) 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 License Agreement.
 - iii) Any change in percentage stake of Consortium members without prior written approval of NMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling NMRC to en cash Interest Free Security Deposit/Performance Security and /or to terminate the License Agreement after 30 days notice.
 - iv) Minimum percentage stake of any member in Consortium during license period (including lock-in period) shall not be less than 15%.
 - v) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of Consortium.
 - vi) All members of such entity shall be jointly and severally liable for the due performance of License agreement.
- 3.4** The bidder must also upload scanned copies of, subject to minimum of, following documents in Technical bid:-
- i) Annexure - 2 – (Letter of Proposal Submission)
 - ii) Annexure - 3 – (Firm Detail)
 - iii) Annexure - 4 – (Capability Statement)
 - iv) Annexure - 5 – (Financial Capability Detail)
 - v) Annexure - 6 – (Memorandum)
 - vi) Annexure - 7 - (Undertaking regarding not being banned from business by NMRC/ any other Metro Organization (100% owned by govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries with the bidder (including any member in case of JV/consortium) as on the date of tender submission & also no contract of the bidder (including any member in case of JV/consortium) should have been rescinded/terminated by NMRC after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the bidder.

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- vii) Annexure - 8 - (Power of Attorney)
- viii) Annexure -9 – (Statement of Legal Capacity)
- xi) Annexure 10 – (Power of Attorney for Lead Member of Consortium, if applicable)
- x) Annexure -11 - (Consortium Agreement, if applicable)
- xi) Annexure – 12 - Undertaking of Responsibility of consortium member, if applicable)
- xii) Annexure -13 – (Salable Form for Tender Document)
- xiii) Annexure -14 – (Declaration for Refund of Earnest Money)
- xiv) Annexure -15 - (BOQ, to be filled separately in XLS format)
- xv) Annexure -16 - Proforma for clarifications
- xvi) Annexure – 17 - (Bid Details)
- xvii) Transaction ID of Bid Processing Fee & EMD certified by the same bank through which payment has been made to NMRC.
- xviii) Self-attested copy of Letter of incorporation/MOA & AOA showing objective in case of company; Self attested partnership registration certificate along with partnership deed in case of partnership firm & LLP; self attested consortium/JV agreement/MOU in case of consortium /JV and affidavit in case of sole proprietorship.
- xix) Self-attested copy of PAN card, and GST registration of the company/firm/Partnership/Consortium
- xx) Copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years i.e. financial Years **(2019 -20, 2020 – 21 & 2021 - 22)** (For all the members in case of Consortium). In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/chartered accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for two (02) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying 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”.
- xxi) Self attested copy of ITR of the last three financial years (For all the members in case of Consortium).
- xxii) Copy of the Complete Tender Document including Draft License Agreement and addendum/corrigendum (if any) duly signed and stamped on each page by authorized signatory/representative of the Bidder as acceptance of Terms and Conditions given thereof.

The bidders who fulfill the criteria mentioned in Chapter-3 (Clause 3.1, 3.2 & 3.3) and also submit the above mentioned mandatory documents considered for further technical evaluation & verification by NMRC.

INSTRUCTION TO BIDDER/APPLICANT

- 4.1** NMRC has adopted a single stage two packet open e- bidding process for selection of a suitable highest bidder to grant Licensing Rights for Exclusive Advertisement Rights on Metro Trains in NGN Corridor of Aqua Line in NMRC Network.
- 4.2** A Bidder is eligible to submit only one Bid. The Bidder shall carry out the offered work in compliance with the provisions of *the* RFP/Tender Document. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the RFP, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the activities performed. 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 the e – Bid/cannot participate in the bidding process.
- 4.3 Availability of Bid Document**
This RFP is available on the web site <http://etender.up.nic.in> and/or on Noida Metro Rail Corporation website www.nmrcnoida.com to enable the Bidders to view, download the e-Bid document (RFP) and submit e-Bids online up to the last date and time mentioned in this RFP & NIT or in *corrigendum and addendum (if any)*.
- 4.4 Bid Processing Fee**
The Bidder shall have to pay e-Bid processing fee through RTGS/ NEFT mode only in the designated bank account as per details given in *NIT*. The NEFT/RTGS transaction must also be certified by the same bank through which fee is paid. Bid processing fee of Rs. 23600/- (Rs. 20,000/- + GST @ 18%) shall only be payable. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid. The e-Bid processing fee will be non-refundable. E-Bid without Bid fees in the prescribe form will not be accepted.
- 4.5 Bid Security/Earnest Money Deposit (EMD)**
- a) The bidder shall furnish, as essential part of its e-Bid, an e-Bid Security/ EMD of **Rs. 2.25** lacs in the bank account detailed in the NIT through online mode only i.e. through RTGS/NEFT only. The scanned copy of RTGS/NEFT receipt of e-Bid Security/EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. E-Bid submission without Earnest Money Deposit in the prescribed form will not be accepted.
 - b. Any e-Bid not secured in accordance with above shall be treated as non responsive and rejected by NMRC.
 - c. Unsuccessful Bidder's EMD will be returned within 45 days after conclusion or discharge of the tender.
 - d. No interest will be paid by the NMRC on the Earnest Money Deposit.
 - e. The successful Bidder's e-Bid EMD will be adjusted with Interest Free Security Deposit/ or with 1st Advance License Fee (as the case may be).
 - f. The EMD may be forfeited, If Bidder**
 - (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or
 - (ii) does not accept the correction of errors or
 - (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - (iv) In case of a successful Bidder, if the Bidder *either not accept the NOA* or fails to sign the License Agreement with the *NMRC* within stipulated time
- 4.6 Cost of Bidding:-**
The bidders shall be responsible for all of the costs associated with the preparation of their Bids and participation in the Bidding process. NMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding process.
- 4.7 Conflict of Interest**
The Bidder shall have not a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A bidder shall be deemed to have a Conflict of Interest affecting Bidding Process, if a constituent of such bidder is also a constituent of another bidder.
- 4.8 Bidder must also note as per following:-**
- (i) In case at a subsequent date the successful bidder/licensee is found to have been banned for business, NMRC shall be at liberty to and have full rights to cancel the allotment of subjected contract/License Agreement and forfeit the Interest Free Security Deposit after adjusting any dues payable by the successful bidder/Licensee.
 - (ii) If there is any misrepresentation of facts by the bidder in their bid submission, the same will be considered as "Fraudulent practice" and the bid submission of such bidders will be

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summarily rejected and also further action shall be taken as per terms of RFP Document and/or other applicable laws/rule.

4.9 Site Visit and verification of Information:-

Bidders are advised to submit their respective Bids after visiting site and ascertaining themselves with the conditions, traffic, location, surroundings, climate, availability of other utilities, access to Space, handling and storage of materials, weather, data, applicable laws and regulations and any other matter considered relevant by them. Work of putting advertisement inside the Metro Trains & wrapping on the Metro Trains is performed in the Depot area and preferably in the night. The depot is a high security zone and entry exit inside the depot is regulated/monitored by security personnel and bidder's must follow all the procedure accordingly.

4.10 Pre-Bid Meeting

Any queries or request for additional information concerning this RFP Document *by the potential bidder* shall be submitted in writing or by fax and through e-mail to the GM (Technical), NMRC only before or during Pre-Bid Meeting held at NMRC office as per date mentioned in the NIT or in any corrigendum/addendum. The responses will be posted to all such queries (if any) on the official website www.nmrcnoida.com and on the web site <http://etender.up.nic.in>. NMRC reserves the right not to respond to any or all query (ies) or provide any clarifications, in its sole discretion, and nothing in this case shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.

4.11 Amendment of e-Bid Document

- a) At any time prior to the deadline for submission of e-Bid, NMRC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP/Tender Document by amendments (addendum/corrigendum). Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com. The relevant clauses of the RFP/Tender Document/License Agreement shall be treated as amended accordingly and *at later stage, this amendment can be suitably incorporated in the License Agreement (if required)*.
- b) It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> and NMRC's website www.nmrcnoida.com from time to time for any amendment in the RFP Document. In case of failure to get the amendments, if any, NMRC shall not be responsible for it.
- c) In order to allow prospective *bidders* a reasonable time to take the amendment into account in preparing their e-Bids, NMRC, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com.

4.12 Language & Financial Quote

- a) **Language of e-Bid**
The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and NMRC shall be written in English language. Only English numerals shall be used in the e-Bid. The correspondence and documents in any other language must be accompanied by transcripts verified by the Embassy of Home Country or equivalent.
- (b) **Financial e-Bid** – The bidder shall quote the bid variable for lump sum of all the trains/coaches available for the whole NGN Corridor in NMRC Network of Aqua Line as the Amount of Annual License Fee (in Rs. "X") in the financial bid form in both words as well as figures. If there is a discrepancy between words and figures, the amount in words shall prevail. Please read carefully "Evaluation of Bids" section of this Tender document before quoting Bid variable. Bill of Quantities in XLS format to be filled in after downloading from the e-Procurement website for this e-tender (<http://etender.up.nic.in>).

4.13 E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document. The bidder must upload all the documents mentioned at clause no. 3.4 of Chapter-3 of this RFP.

4.14 E-Bid Currency

Prices shall be quoted in Indian Rupees only.

4.15 Formats and Signing of e-Bid

- a. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- b. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later's authorization shall be indicated by a scanned copy of written power-of Attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

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- c. Bidders should provide all the information as per the RFP and in the specified formats as per annexures. NMRC reserves the rights to reject/treat non-responsive any Bid that is not in the specified formats of annexures.
- d. In case the Bidders 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 PDFs.

4.16 Deadline for submission of e-Bid

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). NMRC may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of NMRC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.17 Preparations & Submission of e-Bid

- a) The bidders who have downloaded the RFP/tender Document from the website www.nmrcnoida.com or <http://etender.up.nic.in> should carefully note the following:-
 - i) the bidders should ensure that the complete RFP Document has been downloaded
 - ii) In case of any correction/addition/alteration/omission in the Tender Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out rightly
- b) The e-bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by NMRC.
- c) Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid on time.
- d) The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- e) Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.
- f) **The Bidders have to follow the following instructions for submission of their e-Bid:**

The prospective/intending bidder must be registered on e-tendering portal <http://eteder.up.nic.in>. Those who are not registered on e-tendering portal required to be registered before hand. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration. After registration the bidder will get user ID and password. On login, Bidder can participate in Tendering Process and can witness various activities of the process.
- g) The authorized signatory of intending bidder, as Power of Attorney (POA), must have valid Class II or Class III certificates with signing key usage digital signature. The RFP Document can only be downloaded or uploaded using Class II or Class III Certificates with signing key usage digital signature of the authorized signatory.
- h) In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering for the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.
- i) For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. NMRC shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.
- j) The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).

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- k) After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid processing fee and EMD offline payment details. After entering and saving the Bid Processing Fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- l) Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid processing fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- m) The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- n) After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- o) NMRC reserves the right to cancel any or all e-Bids without assigning any reason.

4.18 Late e-Bid

- a. Bids received by NMRC after the specified time of the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- b. The server time indicated in the bid management window on the e- procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- c. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

4.19 Withdrawal and resubmission of e-Bid

- a. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing *the e-Bid*, the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.
- b. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid EMD.
- c. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting

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the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.

- d. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
 - e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.
- 4.20 NMRC's right to accept any e-Bid and to reject any or all e-Bids.**
- a. Notwithstanding anything contained in this e-Bid, NMRC reserves the right to accept or reject any e-Bid and to annul the Selection Process and reject all e- Bids, 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 e-Bid, if at any time, a material misrepresentation is made or uncovered, or the Bidder does not provide, within the time specified by NMRC, the supplemental information sought by NMRC for evaluation of the e-Bid.
 - c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest ranking Bidder gets disqualified / rejected, then the NMRC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of NMRC, including annulment of the Selection Process.
- 4.21 Period of validity of e-Bid**
- a. e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by NMRC. An e-Bid valid for a shorter period shall be rejected by NMRC as non-responsive.
 - b. In exceptional circumstances, NMRC may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.
- 4.22 Clarifications of e-Bid**
- During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification regarding his/her e-Bid. The request for clarification shall be in writing. Non-response/reply of clarifications asked within stipulated time period may lead to rejection of e-bid/treated as non-responsive bid.
- 4.23 Correspondence with the Bidder**
- a. Save and except as provided in this e-Bid, NMRC shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
 - b. No Bidders or its Technical Partners shall contact NMRC on any matter relating to his e-Bid from the time of e-Bid opening to the time contract is awarded.
 - c. Any effort by the Bidder or by its Technical Partners to influence NMRC in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his e-Bid.
- 4.24** Notwithstanding anything to the contrary contained in this RFP document, the detailed terms specified in the draft license agreement shall have overriding effect, provided, however, that any conditions or obligations imposed on the bidder hereunder shall continue to have effect in addition to its obligations under the license agreement.
- 4.25** The bidders are advised to keep in constant touch with e-tendering portal <http://etender.up.nic.in> and www.nmrcnoida.com for updates and addendum/corrigendum (if any).
- 4.26** In case of any grievance/complaints regarding this tender, the prospective bidders are advised to contact:-

**O/o GM/Technical
Noida Metro Rail Corporation Ltd.
3rd Block, 3rd Floor,
Ganga Shopping Complex,
Sector-29, Noida
Distt. - Gautam Budh Nagar, Uttar Pradesh-201301**

EVALUATION OF BIDS

5.1 Bid Opening:

- a) The Technical Package of all Bidders who have submitted a valid Bid Security and Bid processing fee shall be opened on stipulated date and time at e-tendering web portal <https://etender.up.nic.in>. Bidders may visit web-site <https://etender.up.nic.in> to know latest Technical Opening information after completion of bid submission process. If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the NMRC, the next official working day shall be deemed as the date of opening of Technical Bid. The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.
- b) On opening of the Bid, NMRC will first check the Bid processing Fee and Bid Security submitted through online mode by cross verifying with the details submitted/ uploaded online.
- c) If the documents do not meet the requirements of the NMRC, a note will be recorded accordingly by the Bid Opening committee.
- d) The digitally signed Financial Bid which Bidders have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial Bid of only those Bidders whose submissions are found substantially responsive and eligibly compliant to the tender conditions & declared qualified will be opened. The time of opening of Financial Bid shall be informed through website as well as well as other mode also. Bidders can visit to website <https://etender.up.nic.in> for further information.

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

5.3 Evaluation of Financial Bids: NMRC shall open Financial Bids only of those Bidders who have passed the Pre-Qualification eligibility criteria and have submitted substantially responsive Technical Bids, in the presence of Bidder's representatives who choose to attend at the address on such date and time informed/specified by NMRC. The financial bids of the bidders shall be opened one by one reading out the name of the Bidder along with its financial bid. Only Financial Bids read out and recorded during the opening. The Bidder's representatives who are present shall be requested to sign the record. The technically eligible bidder, who quotes the highest rate of Annual License Fee, shall be treated as the highest bidder (H1). In case two or more bids are of the same rates, then Bidder whose turnover is higher will be selected. Further, in case, two or more responsive bidders have the same higher/ highest Average Annual Turnover, then the decision shall be taken by MD, NMRC which will be final & binding and notified to the concerned Bidders.

5.4 After evaluation of Bids, Notice of Award (the "NOA") shall be issued in duplicate, by NMRC to selected bidder and the Selected Bidder, shall within 15 (Fifteen) days from date of issue of NOA, submit its Acceptance in the form of Letter of Acceptance and return duplicate copy of NOA, duly signed and stamped as token of unconditional acceptance and acknowledgement thereof. In the event the duplicate copy of NOA, duly signed and stamped by the selected bidder is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, cancel the NOA & forfeit appropriate EMD & any other payments made to NMRC by such selected bidder as damage on account of failure to unconditionally accept the NOA.

5.5 After acknowledgement of the NOA through Letter of Acceptance and compliance of its terms and deposit the payments, the metro trains will be handed over to the Selected Bidder/Licensee and selected bidder shall execute License Agreement within the stipulated time period. The selected bidder shall not be entitled to seek any, deviation, modification or amendment in the License Agreement.

a) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

Stage of Activity	Time Period
Payment of Interest Free Security Deposit/ Performance Security to NMRC by Licensee.	Within Fifteen (15) days of date of issue of Letter of Acceptance.
Handing over of the first lot/all of Metro trains to the selected Bidder at Depot.	Within 07 days of making the full payments of Interest Free Security Deposit/ Performance Security & other dues as per NOA.
Signing of License Agreement.	Within 30 days after first handing over of the train sets
Payment of Advance License Fee for 1 st Quarter to NMRC by Licensee.	Within the fitment period i.e. Thirty (30) days after the date of first handing over of the trains.

5.6 Notwithstanding anything contained in this Tender Document, NMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore.

OBJECTIVES & SCOPE

6.1 Objective

- a) To augment non-fare box revenue of NMRC through advertisements.
- b) Position Noida Metro Trains as a most sought after destination for advertising.
- c) Contribute to the aesthetical view of the Noida Metro through high quality advertising comparable to world class Airports & Metro Railways and other leading destinations.
- d) Provide value to the Corporate/s who advertises in Noida Metro Trains.
- e) To promote Noida Metro as the gateway to Tourism Networks in NCR/Noida-Greater Noida by highlighting it's heritage and cultural beauty.

6.2 Scope of Work

The selected Bidder shall have exclusive rights to design, procure/manufacture, install, manage, operate, maintain, market and sell advertising opportunities in the Metro Trains subject to the terms and conditions specified in the License Agreement. Licensee shall be responsible for the following activities:-

- a) Procurement, fabrication & installation of advertising units. Advertisement inventory shall include prefabricated static and digital advertisement spaces/panels, Passenger Information Display (PID) inside metro trains and train exterior for wrapping. Licensee shall bear the cost of integration, required software for display on digital panels, as permissible, etc.
- b) Operate, manage and maintain the entire advertisement plans.
- c) Management of sales & marketing of the train advertising including providing adequate professionally trained manpower.
- d) Design of themes depicting culture and its natural beauty and tourism for display at the advertising sites as per the tender conditions.
- e) Promote NMRC amongst India's leading Destination Brands for Advertising.
- f) Create new innovative advertising opportunities of metro trains including Experiential Marketing, advertisements by visual aids, smart posters for use e-commerce for on-line or off-line shopping purposes, etc, as per feasibility & discretion of NMRC Ltd.
- g) Obtain all approvals, permits, etc. from all competent authorities including different tiers of government, statutory, local, Civic Authorities, etc. at their own cost.
- h) Comply with all statutory requirements in connection with License Agreement.
- i) Ensure regular and timely payments of all amounts due to NMRC and discharge all obligations as per License Agreement.
- j) All taxes including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
- k) The Licensee shall earmark 5% out of total available advertisement spaces inside the metro trains for carrying out NMRC campaign, social activities, social messages, etc. in consonance with its extant CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by NMRC.
- l) Advertisements on floor and strap hangers are not permissible.
- m) The details of available panels, & its display area (Static & Digital Panels) & wrapping area is given as per Annexure I of RFP & DLA.

6.3 Trains Available For Exclusive Advertisement Rights

Selected bidder shall be permitted to display advertisements inside Metro Trains on Noida-Greater Noida Corridor of NMRC Network in Aqua Line and can also wrap the outer surface of the permitted coaches/Trains with NMRC approved advertisement display. The Metro Trains for installation/removal of Advertisement display & for wrapping purpose will be available in the Metro Depot in Greater Noida located nearby the Depot Metro Station.

Train sets available for wrapping:

Maximum number of train sets/coaches where train wraps are permissible shall be upto maximum limit of Six (6) train sets of four coaches or Twenty Three (23) train coaches of total train holding whichever is lower **(As per Annexure-I)**.

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Note: Considering that the total number of trains holding on aqua Line is 19 trains and each train of four (4) coach configuration i.e. total holding of Seventy six (76) coaches.

Charging of License Fee:

The licensee shall pay the quoted Annual License Fee for advertisement rights on NMRC trains & wrapping of trains plus GST as applicable. The license fee shall be payable in advance on quarterly basis to NMRC, by the last working day of previous running quarter, calculated on the basis of the quoted Annual License Fee.

The quoted Annual License Fee should be escalated & increased by 5% on completion of every year of the license period on compounding basis.

Additional coaches

Additional coaches if required by the licensee for wrapping beyond Twenty Three (23) coaches under total holding, it shall be offered on the pro-rata basis of existing License Fee. The License Fee for such additional coaches shall also be escalated **@ 5% on completion of every year** of contract period on compounding basis i.e. after every year from Commencement date of License period. The additional coaches shall be offered and charged minimum for one month at a time.

- 6.4** The Exclusive Advertisement Rights of Noida Metro Trains shall be granted for total train holding after issue of Notice of Award and handing over of trains by NMRC.
- 6.5** The configuration of each train set may be modified by NMRC at any stage. NMRC may induct additional train sets or withdraw any train set from the service, without giving any intimation to the Licensee. Licensee will not have any claim for compensation, damages etc. in this regard.
- 6.6** Selected bidders shall ensure that the train exteriors and interiors are not spoiled or damaged in the process of displaying the advertisements and particular care should be exercised while displaying advertisements as train wraps. Utmost care shall be exercised in while affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc.
- 6.7 Factors governing selection of permissible advertisements:-**
- a) The Licensee shall take into account the following aspects while selecting advertisements on the panels and abide by all the instruction of the authorized NMRC representative on the same:-
- (i) The Licensee is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
 - (ii) The advertisement will not have objectionable and indecent portrays of people, products or any terms/items.
 - (iii) The use of NMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed.
 - (iv) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
 - (v) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission.
 - (vi) Any type of audio advertisement including that from Digital Media shall not be allowed.
 - (vii) All advertisement creative has to be approved from NMRC before display on Metro piers/premises.
- b) Negative List of Advertisements – The Licensee shall take into account that the following types of advertisements are strictly prohibited
- (i) Nudity

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- (ii) Racial Advertisements or advertisements propagating caste, community or ethnic differences.
- (iii) Advertisement of drugs, alcohol, cigarette, or tobacco items
- (iv) Advertisement propagating exploitation of women or child
- (v) Advertisement having sexual overtone
- (vi) Advertisement depicting cruelty to animals
- (vii) Advertisement depicting any nation or institution in poor light
- (viii) Advertisement banned by the Advertising Council of India or by law
- (ix) Advertisement glorifying violence
- (x) Advertisement of destructive devices and explosives depicting items, weapons and related items
- (xi) Lottery tickets, sweepstakes entries and slot machines related advertisement
- (xii) Advertisement which may be obscene or contain pornography or contain an "indecent representation of women"
- (xiii) Advertisement which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
- (xiv) Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860
- (xv) Any content that threaten or adversely affect the public image of the NMRC/ State/Central Government or NMRC's ability to operate its facilities or the NMRC's ability to attract and maintain the patronage of passengers.
- (xvi) The negative list as per Noida Outdoor Advertisement Policy 2015, Outdoor Advertising Policy 2016 of Greater Noida Industrial Development Authority (GNIDA) and any revision thereof shall be applicable.
- (xvii) The advertisement on Metro Piers should not be related to any activity which is considered unlawful/illegal as per the Indian law.

TERMS AND CONDITIONS

7.1 TENURE OF LICENSE

- a) Exclusive Advertisement Rights for the said advertisement spaces for Metro Trains on Aqua Line in NMRC Network shall be for a License Period of **Three (03) years** after the expiry of 30 days Fitment/Rent Free period from the date of handing over of first set of Trains for advertisement to the Licensee. Tenure of the agreement of the trains/coaches handed over subsequently (if any) under the said agreement shall be co-terminus with the tenure of the trains handed over in the first lot. The license period may be further extended for **another one (01) year** on mutual agreed terms & conditions, however, extension in License period will be under sole discretion of NMRC and licensee must not seek any claim for compensation/damages if License Period not extended further after completion of initial **Three (03) years**.
- b) There shall be a lock in period of One (01) years from the date of commencement of license period.
- c) If the Licensee is desirous of surrendering and exiting from the license hereby created and foreclosure before expiry of the lock-in period of **One (01) year**, the License 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 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 licensee in such a case.** Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s)/installations/fixtures 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. Licensee shall have no claim for compensation or consideration / damages on this account.
- d) The Licensee shall have an option to exit from the License Agreement immediately after completion of lock-in period of **One (01) year**. For this, the licensee shall give **Three Months** prior intimation to NMRC which can be given before completion of defined lock-in period. [In this case lock in period is of one(01) year, prior intimation can be given after initial Nine (09) months of License Period], however option to exit will be available only after one (01) year. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the license fee equivalent to Three months notice period (if applicable) and outstanding dues, if any, payable on the part of Licensee. NMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from the other contracts of licensee in NMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security shall also be recoverable from the licensee before licensee is permitted to remove their installations/fixtures/establishment(s) 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. Licensee shall have no claim for compensation or consideration / damages on this account. The Licensee shall remove all the media, fixtures, panels, etc. from NMRC premises *after availing 10 days grace period immediately after the completion of Three Months advance notice period.* All utility (if any) will be disconnected/discontinued immediately after completion of **Three Months** notice period.
- e) If the Licensee is desirous of surrendering and exiting from the license after expiry of lock-in period without serving any intimation period or intimation period shorter than **Three Months**, the agreement shall deemed 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 Licensee after adjustment of license fee & applicable taxes equivalent to improper notice period along with 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 licensee in NMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their installations/fixtures/establishment(s) or else NMRC will seize their property treating it at zero/nil value. NMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account. The Licensee shall remove all the media, fixtures, panels, etc. from NMRC premises *after availing 10 days grace period immediately after the completion of such improper intimation notice period.* All utility (if any) will be disconnected/discontinued immediately after *completion of such improper intimation* notice period.
- f) On Operational Ground: NMRC reserve the rights to terminate the License Agreement by giving **Forty Five (45) days** advance notice on operational ground. The License agreement will stand terminated on expiry of **Forty Five (45) days** notice. The advance license fees deposited by the Licensee for the balance/advance period (if any) shall be refunded on pro-rata basis, without

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consideration of any interest. Further, the Interest free Security deposit will be refunded after adjusting outstanding dues payable to NMRC, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensee shall remove all the media, fixtures, panels, etc. from NMRC premises *after availing 10 days grace period immediately after the completion of **Forty Five (45) days advance notice***, failing which these structures, media, fixtures, panels, etc. shall become property of NMRC at "0"/nil value. All utility will be disconnected/discontinued immediately after **Forty Five (45) days** notice period.

- g) In case of successful completion of the full term of the License period i.e. **Three (03) years** of License period, Interest Free Security Deposit/Performance Security of the Licensee shall be refunded in full without any interest subject to NIL outstanding after final settlement of account else refunded after adjusting the outstanding dues, if any. If balance outstanding dues are more than Interest Free Security Deposit/Performance Security, they shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else NMRC will seize their property at 'zero'/NIL value & be free to dispose off the same in any manner as deemed fit. NMRC reserves its right to recover the balance outstanding dues from the other contracts of licensee in NMRC.

7.2 TAXES AND OTHER STATUTORY DUES

- a) All other statutory taxes, statutory dues, local levies, GST, etc. as applicable from time to time shall be charged extra and shall be remitted along with the License Fee for onward remittance to the Government. The Licensee indemnifies NMRC from any claims that may arise from the statutory authorities in connection with this License.
- b) Payment of stamp duty for execution of license agreement & cost associated with Registration of License Agreement with appropriate authority (if applicable), shall be borne by licensee.
- c) Taxes/Municipal Taxes, if any, shall be solely borne by licensee.
- d) The licensee will not ask for any claim or compensation from NMRC if advertisements are not permitted due to local laws/ action of civil authorities. The maintenance of all static advertisement inserts will be borne by licensee.
- e) At present, NMRC is not liable to share its revenue generated from advertisements from Metro Trains with local bodies, etc. However, in future, if NMRC becomes liable to share revenue with local bodies from advertisements from Noida Metro Trains in future including those from train wraps, NMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount, on this account.
- f) Noida-Greater Corridor of NMRC Ltd. is operated in the State of Uttar Pradesh and it is advised that licensee preferably should have GST Registration for State of Uttar Pradesh for claiming GST input credit against the invoice raised by NMRC.

f)

7.3 Interest Free Security Deposit/ Performance Security:

- a) The selected Bidder(s)/Licensee shall submit & pay Interest Free Security Deposit/Performance Security to NMRC **equivalent to one year's/1st year's License Fee** as quoted by the bidder.
- b) The selected Bidder is required to pay the Interest Free Security Deposit/Performance Security in the form of DD/FDR or irrevocable Bank Guarantee issued by the State Bank of India or any other Nationalized Bank or any other Scheduled Commercial Bank in the prescribed format, acceptable to NMRC. The Bank Guarantee/FDR must be issued by the Bank Branch located in the DELHI/Noida/Greater Noida/Gurugram area only. The BG/FDR issued from branches located outside DELHI/NOIDA/GREATER NOIDA/GURUGRAM area will not be accepted. The Bank Guarantee shall be valid for at least **three years**. The Bank Guarantee shall be extended and renewed well in advance before expiry of the previous Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and encashed by NMRC without any prior intimation to the licensee. For last year of license period the Bank Guarantee shall be extended and renewed for residual period of contract plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en-cashed by NMRC without any notice to the licensee.
- c) In case of a JV/ Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/Consortium. However, splitting of the Interest Free Security Deposit/performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.

7.4 Minimum Material Specifications

Licensee shall provide advertisement media conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertising media is to be made from Fire Retardant, Low Smoke and comply with all Indian and International Standards.

Specifications of Train Wrap:

The Licensee shall exercise extreme care in affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc. A good quality of **train wraps of 3M or M/s LG Hausys make or equivalent/higher specifications** may be used. The train wraps on glass pane should be of contra- vision type so that it does not hamper or obstruct the visibility from inside or outside the train.

MISCELLANEOUS

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

FRAUD AND CORRUPT PRACTICES

- 9.1** Bidders 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 License Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the License Agreement, NMRC may reject a Bid, withdraw the NOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, 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 Interest Free Security Deposit/ Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under Bidding Documents and/ or License Agreement, or otherwise.
- 9.2** Without prejudice to the rights of NMRC under Clause 9.1 hereinabove and the rights and remedies which NMRC may have under the NOA or the License Agreement, or otherwise if a Bidder or Licensee, 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 License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by NMRC during a period of 3 (three) years from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 9.3** For the purposes of this Clause, the following terms shall have the meaning here in after respectively assigned to them:
- a)** "Corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.
 - b)** "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c)** "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d)** "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by NMRC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e)** "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- 9.4** NMRC reserves the right to reject any Bid and appropriate the Bid Security if:
- a) At any time, a material misrepresentation is made or uncovered, or
 - b) The Bidder does not provide, within the time specified by NMRC, the supplemental information sought by NMRC for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.
- 9.5** In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by NMRC, that one or more of the Eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the NOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the NOA

Exclusive Advertising Rights in Metro Trains of NMRC Network

or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NMRC to the Selected Bidder or the Licensee, as the case may be, without NMRC being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, NMRC shall be entitled to forfeit and appropriate the Bid Security or Interest Free Security Deposit/ Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to NMRC under the Bidding Documents and/ or the License Agreement, or otherwise.

Details of Metro Trains

A. Train Services currently under operation in NMRC network is as:

Line No.	Aqua Line
Section	Noida Sec-51- Depot Metro Station
Station Type	All elevated i.e. above the ground
Total Number of Stations	21
Total Route Km (One Direction)	29.70
Approx. Running Time (One Direction)	50 minutes approx.
Type of Car/Coach	DT & M Car/coach

Details of Train and their configuration:-

Line No.	Train set of 4 Coaches	Train set of 6 Coaches	Train set of 8 Coaches	Total Holding (in No. of Train Coaches)
Aqua line	19	Nil	Nil	76

Four car/coach Metro Train is configured as DT+M+M+DT

Note:

Number of Trains and their coaches & configuration etc. are likely to be increased/ modified in future in order to meet the commuter rush and demand.

B. Number & Sizes of Advertisement panels in each Coach available for advertisement

Static Panels

Type of Coaches	Type of Panels	Total number of Panels in each car	Size of each Panel (In metres)	Total Area(In Sqm)
DT Car	Static Vertical	11	0.55 x 0.35	2.12 Sqm
	Static Horizontal	5	0.85 x 0.15	0.64 Sqm
MT Car	Static Vertical	11	0.55 x 0.35	2.12 Sqm
	Static Horizontal	5	0.85 x 0.15	0.64 Sqm

Digital Panels*

Type of Coaches	Type of Panels	Total number of Panels in each car	Size of Display in each Panel(In metres)	Total Area (In Sqm)
DT Car	LCD	6	0.275 x 0.185	0.30 Sqm
	Information Display Unit	1	0.24 x 0.14	0.03 Sqm
	Digital Route Map	3	0.24 x 0.14	0.10 Sqm
MT Car	LCD	6	0.275 x 0.185	0.30 Sqm
	Information Display Unit	2	0.24 x 0.14	0.06 Sqm
	Digital Route Map	2	0.24 x 0.14	0.06 Sqm

***Digital panels are considered five times more effective than the Static Panels & bidders are advised to consider this at the time of assessment of offer/Tender.**

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Total Outer Wrapping Area in 4 coach NMRC Train				
One DT Coach				
Location	Dimensions (In Mts.)	Total Leaf/Part	Total Area (In Sqm)	
	1	2	3 = 1*2	
Door Leaf	0.83 m x 2.00 m	16	26.56	
Between Doors	3.40 m x 2.00 m	6	40.8	
Between Doors and end of DT car towards M Car	1.84 m x 2.00 m	2	7.36	
Total Outer Wrapping Area in One DT Coach			74.72	A
One M Coach				
Location	Dimensions (In Mts.)	Total Leaf/Part	Total Area (In Sqm)	
	1	2	3 = 1*2	
Door Leaf	0.83 m x 2.00 m	16	26.56	
Between Doors	3.40 m x 2.00 m	6	40.8	
Between Doors and end of DT car towards M Car	1.84 m x 2.00 m	4	14.72	
Total Outer Wrapping Area in One M Coach			82.08	B
Total Outer Wrapping Area (Both Side of Coach) in One DT & One M Coach (A+B)				156.80
Total Outer Wrapping Area (Both Side of Coach) in Four Coach Train (Two DT + Two M Coach)				313.60

Commercial advertisement can be displayed as per above mentioned display area on the Digital and Static Panels. However, in emergency situations, NMRC can utilize the whole screen for display of messages. Advertisement Display on Information Display Unit & Digital Route Map will play with short intervals as Information Display Unit & Digital Route Map are designed to switch the Station and route information on complete area after some time. Advertisement display on LCD will play continuously except when train approaches platform/Station area.

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

Name of Work :-.....(**Insert Name of Tender/Work**)

Dear Sir,

We, the undersigned, offer to provide the(**Insert Name of Work**) belongs to Noida Metro Rail Corporation Ltd. in accordance with your RFP Document dated [**Insert Date**] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP 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 tender 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 of offer and fully understand and comprehend the technical, financial, commercial and investment requirements.

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,

Signature of Authorized Signatory with seal [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

Firm Details

Title and name of the Work: -.....

State the structure of the Bidder's organization (Bidders to complete/delete as appropriate):

Sole Bidder/Consortium

For Bidders who are individual companies or firms, State the following:-

Name of Company or Firm.....

Legal Status (e.g. incorporated private company, proprietorship, JV etc.).....

Registered Address:-

.....

Year of Incorporation.....Principal Place of Business.....

Name of Contact Person.....

Contact Person's Title.....

Address, Telephone, Facsimile number & email ID of Contact Person:-

.....

.....

.....

In case of Consortium, State the following:-

Name of Lead Members	Legal Status	Registered Principal Business	Address & Place of	Percentage Participation (equity)
a.				
b.				
c.				

Authorised contact person (from lead member):.....

Contact person's title:-.....

Address, telephone, facsimile and e-mail ID of contact person:

.....

.....

.....

Signature of Authorized Signatory with seal

Capability Statement

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

Tender/RFP Reference No: _____

Name of Work: _____

Name of Bidder: _____

Sl. No.	Eligibility Criteria	To be Filled by the Bidder	
1.0	Sole proprietorship, registered partnership firm (Including LLP), public limited company, private limited company or consortium of any of the above can submit the Bid. The firms and the companies should be registered in India		
2.0	Annual turnover in the last three (03) financial years preceding to the bid due date	FY	Amount in Rs.
		2019 – 20	
		2020 – 21	
		2021 - 22	
		Total	
3.0	The Bidder should not have 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.		

Signature of Authorized Signatory with seal

Financial Capability Details

Bidder / Member of Consortium should submit their financial details as per the following:

This is to certify that the annual turnover of M/s _____ for last three years is as below:-

Sl. No.	Name of the Bidder or Member of Consortium	Annual Turnover (In Figures)		
		FY 2019 - 20	FY 2020 - 21	FY 2021 - 22
1				
2				
3				
Total				
Average Annual Turnover (In Figures)				
Average Annual Turnover (In Words)				

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____ (Name of Bidder), we M/s _____, Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY 2019 – 20, 2020 – 21 and FY 2021 - 22 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.

Signature of Authorized Signatory with seal

(Name & Designation of Authorized Signatory)

In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying 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."

Memorandum

Name of Work/Tender Referenc No._____.

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 Authorized Signatory with seal

Dated:

Witness:

Address:

Occupation

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

Undertaking

Name of Work/Tender Reference No. : _____

I confirm that I/ Bidder/ any of the consortium members have not been blacklisted/ banned/debarred business/ declared ineligible for corrupt and fraudulent practices by NMRC/any other Metro Organizations (100% owned by Govt.) Ministry of Housing & Urban affairs/Order of Ministry of Commerce, applicable for all ministries as on date of tender submission.

Also no contract executed in either individually or in a JV/Consortium, should have been rescinded/terminated by NMRC after award due to non-performance of the Bidder or any of JV/Consortium members during last 03 years (from the last day of the previous month of tender submission).

In case at a subsequent date, if I/We is found to have been banned for business given above, NMRC shall be at liberty to and have full rights to cancel the allotment of subjected contract/License Agreement and forfeit the Interest Free security Deposit after adjusting any dues payable by the successful bidder/Licensee.

If there is any misrepresentation of facts by the bidder in their bid submission, the same will be considered as "Fraudulent practice" and the bid submission of such bidders will be summarily rejected and also further action shall be taken as per terms of RFP Document and/or other applicable laws/rule.

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

I/We here by confirm that, we have downloaded / read the complete set of Tender documents /addendum/clarifications (if any) along with the set of enclosures hosted on e-Tendering portal <https://etender.up.nic.in> We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-Tendering portal <https://etender.up.nic.in> confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I here by give our acceptance to all the terms and conditions of the RFP/bid document as well as the draft licensee agreement.

Signature of the Authorized Signatory with seal

Dated:

Witness:

Address:

Occupation

Note:

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

Please provide the list of all the pending litigations, non-performing contracts and surrendered contracts during last 5 years by the Bidder/ Consortium, if any.

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 ' _____ ' **(Insert Name of Work)** in response to the RFP Document dated _____ issued by Noida Metro Rail Corporation ("NMRC" or "the Corporation"), including signing and submission of the Bid and all other documents related to the Bid, 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 Bid till the completion of the bidding process as per the terms of the RFP 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 RFP Document.

Signed by the within named
.....[Insert the name of the executant 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 executant)
(Name, designation and address of the executant)

...
.....
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

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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 executant 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).

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ 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 Bid) satisfy the terms and conditions laid out in the RFP 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 RFP. 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*

Note: - In case of JV (Consortium)/Association, MOU of the same is required.

Power of Attorney for Lead Member of Consortium

Whereas Noida Metro Rail Corporation Limited (NMRC) has invited applications from interested parties for the _____ (Insert the name of work) (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 Request for Proposal (RFP) 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 bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s _____having our registered office at _____,M/s. _____ having our registered office at _____,M/s. _____having our registered office at _____and _____having 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 bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid 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 bid 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 OF _____20...

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

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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 Bidder 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 Bidder..*
- *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 Bidders 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*

(Indicative Only, must be submitted as appropriate)

Exclusive Advertising Rights in Metro Trains of NMRC Network

(Indicative Only, must be submitted as appropriate)

Annexure - 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 _____, 20.....

BETWEEN

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 1956/2013 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, 1956/2013 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, 1956/2013 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 Bids for the License of _____ (**insert name of work**) in terms of the RFP documents issued for the said purpose and the eligibility conditions required that the Bidders 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 bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. 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 Bid process for License of _____ (**insert name of work**) in terms of the Bid invited by Noida Metro Rail Corporation Ltd., (NMRC).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by 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 bidder in the bid being invited by NMRC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility

Exclusive Advertising Rights in Metro Trains of NMRC Network

criteria stipulated for a bidder, to participate in the bid for the said Bid process for _____ (insert name of work).

4. 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 bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.

5. 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 License Agreement.
 - II. The Participant Member shall have _____ (___ %) of shareholding with reference to the Consortium for this specified License Agreement.

That in case to meet the requirements of bid 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 WHERE OF 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

Undertaking for Responsibility for Consortium Members

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

_____ as a lead member of the consortium of _____ companies – namely _____ (complete name with address) jointly & severally undertake the responsibility in regards to the license agreement with NMRC in respect of licensing of _____ (Insert Name of Tender) :-

1. That, we solely undertake that _____ (Name of the company /consortium member) shall conduct all transactions/ correspondence and any other activity in connection with licenses agreement pertaining to “_____ (Insert Name of Tender).

2. That, all consortium members are jointly or severally 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, insure that there shall be no change in the stake holding of all parties without prior permission of NMRC subject to License Agreement (to be executed with NMRC) provisions.

4. We also confirm that our consortium was made on Dt. _____, for seeking “_____”(insert name of tender) 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.

***Strike out whichever is not applicable**

Salable Form for Tender Document

Name of Work/Tender.

DETAILS OF BID PROCESSING FEE ATTACHED

The required fee of Bid Processing Fee has been deposited in _____ Bank A/c No. _____ through RTGS/NEFT vide **UTR No.**.....on dated _____ of _____(Bank Name) and the scanned copy of UTR receipt with Transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender may be rejected.

DETAILS OF ERNEST MONEY ATTACHED

The required amount of Earnest money has been deposited in _____ Bank A/c No. _____ through RTGS/NEFT vide **UTR No.**.....on dated _____ of _____(Bank Name) and the scanned copy of UTR receipt with transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender may be rejected.

Signature of Authorized Signatory with seal

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**

1	Bidder Name	<input type="text"/>
2	Bidder Address	<input type="text"/>
3	Bank Name	<input type="text"/>
4	Bank Branch	<input type="text"/>
5	A/c No	<input type="text"/>
6	IFSC Code	<input type="text"/>
7	PAN No.	<input type="text"/>
8	Tin/TAN No.	<input type="text"/>
9	GST No.	<input type="text"/>
10	Phone No.	<input type="text"/>
11	Mobile No.	<input type="text"/>
12	Email-ID	<input type="text"/>
13	Type of Account	<input type="text"/>

The above provided information is true to the best of my knowledge. Please refund the EMD amount in the above mentioned Bank detail, if being UNSUCCESSFUL.

Date:

Signature of Authorized Signatory with seal

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

THIS FORM IS NOT TO BE FILLED. THE BIDDERS ARE REQUIRED TO FILL THE FINANCIAL PROPOSAL IN XLS FORMAT AFTER DOWNLOADING THE FORM FROM THE E-PROCUREMENT WEBSITE FOR THIS TENDER DOCUMENT

Name of Tender/Work:-.....

Dear Sir,

I/we have read and examined the RFP/Bid document thoroughly.

I/we hereby quote the following amount of License fee in Terms of Annual License Fee for total Metro train Holdings payable to NMRC.

S.NO.	Type of Offer	Annual License Fee for total train holding for 1 st year License Period (In INR excluding GST)	
		In Figure	In Words
1.	Exclusive Advertisement Rights in total Holding of Metro Trains in NMRC Network		

Note:-

Quoted License Fee will be escalated @ 5% on compounding basis annually.

The financial bid needs to be filled ONLY in the Bill of Quantity (BOQ) format available on <https://etender.up.nic.in>

Proforma for Clarifications/Amendments on the RFP/Bid document

Bidder can ask the clarifications w.r.t. RFP/Bid Document as per below proforma

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

Signature of Authorized Signatory with seal

Name:

Date:

Bid Details

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

S.No.	Particulars	Attached	Page no.
		Yes / No / Not	(Mandatory)
		Applicable	
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	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 and other agreement like JV agreement in case of JV or consortium		
4	Self-attested copy of PAN card of the company/firm; the GST registration and current Valid ITR of last three financial years		
5	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years (For all the members in case of Consortium)		
6	List of Pending Litigations, Non-Performing Contracts and Surrendered Contracts during last 05 (five) years		
7	Annexure 2: Letter of Proposal Submission		
8	Annexure 3: Firm Details		
9	Annexure 4: Capability Statement		
10	Annexure 5: Financial Capability Details		
11	Annexure 6: Memorandum		
12	Annexure 7: Undertaking		
13	Annexure 8: Power of Attorney		
14	Annexure 9: Statement of Legal Capacity		
15	Annexure 10: Power of Attorney for Lead Member of Consortium (if applicable)		
16	Annexure 11: Consortium Agreement / Memorandum of Understanding (if applicable)		
17	Annexure – 12 Undertaking of Responsibility of Consortium Members (If applicable)		
18	Annexure 13: Salable Form for RFP Document		
19	Annexure 14: Declaration of Refund of Earnest Money		
20	Annexure 15: BOQ Format		
21	Annexure 16: Proforma for Clarifications/Amendments on the RFP/Bid Document		
22	Annexure-17 : Bid Details		
23	Self Undertaking regarding submission of all mandatory documents		
24	Any other document asked by the NMRC if submitted, specify the documents Or Any other document which the Tenderer considers relevant		

Signature of Authorized Signatory with seal

SECTION-1

Draft License Agreement (To be executed after awarding of Contract)

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*(Designation of NMRC Official) *of the company, by virtue of his designation and authorization by Managing Director, NMRC* (hereinafter called as the First Party also referred as Licensor, 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

M/s.....,a company, having its registered office at.....represented by..... (here in after called the "Licensee", 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

- a) NMRC with a view to part finance its project through Licensing of Commercial Advertisements in NMRC Network has invited open E Tender to License out exclusive Advertisement Rights of Metro Trains in NMRC Network on as is where is basis, to be identified, media vehicle(s) fabricated, installed and commissioned by the Licensee with prior approval of NMRC on Metro Trains as mentioned in **Annexure-I** of this License Agreement. Based on fulfillment of eligibility criteria as laid down in RFP document, The successful bidder M/s _____, here in after called as the licensee, has been selected for assigning **Exclusive Advertisement Rights of Metro Trains in NMRC Network of Aqua Line on 'as is where is basis '**.

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- b) Advertisements are licensed on bare sites in the NMRC Metro Trains on as is where is basis (to be identified by the licensee and approved by NMRC) and commissioned by the licensee at its own cost and by fixing advertisement panels as per NMRC standards.
- c) NMRC has agreed to provide to the licensee advertising spaces on “as is where is basis”, hereinafter referred to as advertisement spaces, as mentioned below on the terms and conditions hereunder contained.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The following documents shall be deemed to form an integral part of and be read and construed as part of this agreement, namely:

- (i) RFP/Bid Documents submitted by Licensee.
- (ii) Addendums & Corrigendum (If any)
- (iii) Reply of Pre-Bid queries
- (iv) Notice of Award (No.....) issued by NMRC on dated.....
- (v) Letter of Acceptance given by Licensee on datedto NMRC.
- (vi) Any other admitted correspondence/ documents between NMRC and the Bidder.

- 1.0 The Licensee hereby covenants as follows: -
Noida and Greater Noida are being developed as the satellite towns to New Delhi. More and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. In addition to this, people also coming to these areas for better education, service and business *opportunities*. Therefore there is a need of providing an efficient, reliable, fast and comfortable transportation system for the population intending to settle in these towns of Noida & Greater Noida. To fulfill the above requirement of efficient and reliable transportation system to the people of Noida and Greater Noida, Operation of Metro connectivity has already started on the Noida –Greater Noida Corridor. This corridor starts at Noida Sector-51 Metro Station in Noida and ends at Depot Metro Station in Greater Noida comprising of Twenty One (21) Metro Stations. All Stations are elevated type i.e. above the ground level. The whole corridor of Metro is passes through semi urbanized/commercialized settlement. NMRC has undertaken to capture value from commercial advertisement in such a manner that on one hand it gives sustainable additional revenue to the corporation and on other hand provide better opportunity to its associated partners.
- 2. Licensee irrevocably agrees to make all payments including License Fee, GST& other taxes and dues etc. as per this Agreement as and when due, without delay or demur and without waiting for any formal advice/invoice from NMRC in this regard.
- 3. Licensee confirms having examined the potential of the offer in all respects and fully understands and comprehends the technical & other requirements. The Licensee also confirms full satisfaction as to the business viability of the Offer and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to NMRC under this License Agreement.
- 4. NMRC shall consider the following price, as quoted by the Licensee as part of financial bid:

S.No	Detail of Offer	Total Number of Train Coaches	Annual L. Fee for total train holding coaches in 1 st year (Excluding Taxes)	
			In Figures	In words
1	Exclusive Advertisement Rights in total holding of Metro Trains in Aqua Line of NMRC Network			

- 5. In consideration of the payments to be made by the Licensee (**M/s**) to the Licensor (NMRC) as specified in this Agreement, the Licensee hereby covenants with the Licensor

Exclusive Advertising Rights in Metro Trains of NMRC Network

(NMRC) to execute the Works/Services therein in conformity in all respects with the provisions of the License Agreement and Notice of Award issued. "Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid and Financial bid, which is different from the RFP Document, Corrigendum, Addendum uploaded by NMRC on the E-Tender Portal (<http://etender.up.nic.in>) or www.nmrcnoida.com and any other correspondence in this regard, shall not be treated as a part of the License Agreement & shall not be binding upon NMRC in anyway whatsoever at any stage of work/service during execution or thereafter."

6. *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.*

That Licensor (NMRC) and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

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.

Signature of the Authorised Official
For and on Behalf of the Licensee

()
Name of the Official
Seal/Stamp of the Licensee
In the Presence of

Sign of Witness 1 _____
Name _____

Address _____

Sign of Witness 2 _____
Name _____

Address _____

Signature of authorized Official
For and on Behalf of the NMRC

()
Name of the Official
Seal/Stamp of the NMRC
In the Presence of

Sign of witness 1 _____
Name _____

Address _____

Sign of Witness 2 _____
Name _____

Address _____

GLOSSORY/DEFINITIONS

- a) **“Advertisements” or “Advertising”** means display of any advertisement material including pictures, printed material, electric, electronic media, smart posters, visual display or any other innovative advertising media etc, which are not objectionable or prohibited under various statues, codes, policies, etc. applicable from time to time(Except audio advertising in any form).
- b) **“Agreement”** means the License Agreement to be executed between NMRC and the Selected Bidder in the format approved by NMRC and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- c) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the commercial advertisement spaces during the subsistence of this Agreement.
- e) **“As is where is basis”** means License of the said commercial advertisement spaceincluding all equipment, installations, fittings and fixtures is given on ‘as is where is basis’. The LICENSEE may make additions or alterations in the licensed space, carry out various installations including electric installations and wiring, with the prior permission of NMRC in writing at its own cost. Licensee shall not be entitled for any compensation with regard to additions carried out by them in the licensed Commercial spaces. LICENSEE shall be required to hand over the Licensed Space at the end of license period.
- f) **“Bid”** means the documents, including all clarifications, addendum, corrigendum and revisions issued by NMRC to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the NIT in accordance with the provisions thereof.
- g) **“Bidder”** 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 Joint Venture (JV) or consortium etc.
- h) **“Bid Security”** means the refundable amount to be submitted by the Bidder along with Tender Documents to NMRC as a security against the earnestness of bid i.e. EMD or Earnest Money deposit.
- i) **“Change in Law” means the occurrence or coming into force of any of the following after the date of signing this Agreement:**
 - a) The enactment of any new Indian law
 - b) The repeal, modification or re-enactment of any existing Indian law
 - c) Any change in the rate of any Tax

Provided that Change in Law shall not include:

 - i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)
 - ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
- j) **“Commencement Date or Handover Date”** means the date on which the first lot of trains are handed over by NMRC to the Selected Bidder, in accordance with the terms of this agreement.
- k) **“Damages”** shall mean any claim of NMRC against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which NMRC shall be entitled to claim and adjust the Security Deposit/ Performance Security.
- l) **“NMRC”** means Noida Metro Rail Corporation Limited.
- m) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with NMRC as per terms and conditions of License Agreement as a security against the performance of the License Agreement.

Exclusive Advertising Rights in Metro Trains of NMRC Network

- n) **"License"** means the licensing rights granted by NMRC to the Selected Bidder for offered activities.
- o) **"Licensee"** means the Selected Bidder, who has executed the license agreement with NMRC pursuant to bidding process.
- p) **"License Fee"** means the amount payable by the licensee to NMRC as per rates offered by the Selected Bidder for utilization of licensed space and accepted by NMRC to be paid by the Licensee along with other charges and any kind of Central or State Taxes, local levies, statutory dues, GST etc. that may be payable by the licensee as per prevalent law.
- q) **"License Period"** means the period beginning from the Commencement Date and ending on the Termination Date.
- r) **"Permits"** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- s) **"Selected Bidder"** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of license.
- t) **"Tax"** means and includes all taxes, fee, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.
- u) **"Termination Date"** means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier.

DISCLAIMER

The Licensee acknowledges & confirms that prior to execution of this License Agreement, it has:

- a. Extensively analyzed & satisfied itself about the requirement of this License Agreement including but not limited to the market & trade conditions.
- b. Carefully assessed the business prospects of train advertisement & shall be fully responsible for its assessment in this regards.
- c. It has examined/assessed the potential advertising location/spaces of metro trains & fully understands & comprehends the technical, financial, commercial & investment requirements. Also acquaintances with the procedures involved regarding placement of Advertisement on the Metro Trains. It has fully analyzed to its full satisfaction the business viability of this License/Contract & hereby voluntarily & unequivocally agrees not to seek any claim for damages, compensation, costs, etc whatsoever in this regard at any point of time. However, NMRC will levy a damage cost as appropriate if Train exterior get damaged during the wrapping or after the removal of wrapping on the Metro Trains.

Scope of Work

- 4.1 The Licensee shall have exclusive rights to design, procure/manufacture, install, manage, operate, maintain, market and sell advertising opportunities in the Metro Trains subject to the terms and conditions specified in the License Agreement. Licensee shall be responsible for the following activities:-
- a. Procurement, fabrication & installation of advertising units. Advertisement inventory shall include prefabricated static and digital advertisement spaces/panels, Passenger Information Display (PID) inside metro trains and train exterior for wrapping. Licensee shall bear the cost of integration, required software for display on digital panels, as permissible, etc.
 - b. Operate, manage and maintain the entire advertisement plans.
 - c. Management of sales & marketing of the train advertising including providing adequate professionally trained manpower.
 - d. Design of themes depicting culture and its natural beauty and tourism for display at the advertising sites as per the tender conditions.
 - e. Promote NMRC amongst India's leading Destination Brands for Advertising.
 - f. Create new innovative advertising opportunities of metro trains including Experiential Marketing, advertisements by visual aids, smart posters for use e-commerce for on-line or off-line shopping purposes, etc, as per feasibility & discretion of NMRC Ltd.
 - g. Obtain all approvals, permits, etc. from all competent authorities including different tiers of government, statutory, local, Civic Authorities, etc. at their own cost.
 - h. Comply with all statutory requirements in connection with License Agreement.
 - i. Ensure regular and timely payments of all amounts due to NMRC and discharge all obligations as per License Agreement.
 - j. All taxes including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
 - k. The Licensee shall earmark 5% out of total available advertisement spaces inside the metro trains for carrying out NMRC campaign, social activities, social messages, etc. in consonance with its extant CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by NMRC.
 - l. Advertisements on floor and strap hangers are not permissible.
 - m. The details of available panels, & its display area (Static & Digital Panels) & wrapping area is given as per Annexure I of RFP & DLA.

4.2 Trains Available For Exclusive Advertisement Rights

Selected bidder shall be permitted to display advertisements inside Metro Trains on Noida-Greater Noida Corridor of NMRC Network in Aqua Line and can also wrap the outer surface of the permitted coaches/Trains with NMRC approved advertisement display. The Metro Trains for installation/removal of Advertisement display & for wrapping purpose will be available in the Metro Depot in Greater Noida located nearby the Depot Metro Station.

Train sets available for wrapping:

Maximum number of train sets/coaches where train wraps are permissible shall be upto maximum limit of Six (6) train sets of four coaches **or** Twenty Three (23) train coaches of total train holding whichever is lower **(As per Annexure-I)**.

Note: Considering that the total number of trains holding on aqua Line is 19 trains and each train of four (4) coach configuration i.e. total holding of Seventy six (76) coaches.

4.3 Charging of License Fee:

The licensee shall pay the quoted Annual License Fee for advertisement rights on NMRC trains & wrapping of trains plus GST as applicable. The license fee shall be payable in advance on quarterly basis to NMRC, by the last working day of previous running quarter, calculated on the basis of the quoted Annual License Fee.

Exclusive Advertising Rights in Metro Trains of NMRC Network

The quoted Annual License Fee should be escalated & increased by 5% on completion of every year of the license period on compounding basis.

Additional coaches

Additional coaches if required by the licensee for wrapping beyond Twenty Three (23) coaches under total holding, it shall be offered on the pro-rata basis of existing License Fee. The License Fee for such additional coaches shall also be escalated @ 5% on completion of every year of contract period on compounding basis i.e. after every year from Commencement date of License period. The additional coaches shall be offered and charged minimum for one month at a time.

- 4.4** The Exclusive Advertisement Rights of Noida Metro Trains shall be granted for total train holding after issue of Notice of Award and handing over of trains by NMRC.
- 4.5** The configuration of each train set may be modified by NMRC at any stage. NMRC may induct additional train sets or withdraw any train set from the service, without giving any intimation to the Licensee. Licensee will not have any claim for compensation, damages etc. in this regard.
- 4.6** Selected bidders shall ensure that the train exteriors and interiors are not spoiled or damaged in the process of displaying the advertisements and particular care should be exercised while displaying advertisements as train wraps. Utmost care shall be exercised in while affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc.
- 4.7 Factors governing selection of permissible advertisements:-**
- a) The Licensee shall take into account the following aspects while selecting advertisements on the panels and abide by all the instruction of the authorized NMRC representative on the same:-
- (i) The Licensee is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
 - (ii) The advertisement will not have objectionable and indecent portrays of people, products or any terms/items.
 - (iii) The use of NMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed.
 - (iv) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
 - (v) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission.
 - (vi) Any type of audio advertisement including that from Digital Media shall not be allowed.
 - (vii) All advertisement creative has to be approved from NMRC before display on Metro piers/premises.
- b) Negative List of Advertisements – The Licensee shall take into account that the following types of advertisements are strictly prohibited
- (i) Nudity
 - (ii) Racial Advertisements or advertisements propagating caste, community or ethnic differences.
 - (iii) Advertisement of drugs, alcohol, cigarette, or tobacco items
 - (iv) Advertisement propagating exploitation of women or child
 - (v) Advertisement having sexual overtone
 - (vi) Advertisement depicting cruelty to animals
 - (vii) Advertisement depicting any nation or institution in poor light
 - (viii) Advertisement banned by the Advertising Council of India or by law
 - (ix) Advertisement glorifying violence
 - (x) Advertisement of destructive devices and explosives depicting items, weapons and related items

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- (xi) Lottery tickets, sweepstakes entries and slot machines related advertisement
- (xii) Advertisement which may be obscene or contain pornography or contain an “indecent representation of women”
- (xiii) Advertisement which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
- (xiv) Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860
- (xv) Any content that threaten or adversely affect the public image of the NMRC/ State/Central Government or NMRC’s ability to operate its facilities or the NMRC’s ability to attract and maintain the patronage of passengers.
- (xvi) The negative list as per Noida Outdoor Advertisement Policy 2015, Outdoor Advertising Policy 2016 of Greater Noida Industrial Development Authority (GNIDA) and any revision thereof shall be applicable.
- (xvii) The advertisement on Metro Piers should not be related to any activity which is considered unlawful/illegal as per the Indian law.

GRANT OF LICENSE

5.1 TENURE OF LICENSE & EXIT FROM CONTRACT

- i) Exclusive Advertisement Rights for the said advertisement spaces for Metro Trains on Aqua Line in NMRC Network shall be for a License Period of **Three (03) years** after thirty (30) days of fitment/Rent free period from the date of handing over of first sets of Train(s)/Coach(es) for advertisement to the Licensee. Tenure of the agreement of the trains/coaches handed over subsequently (if any) under the said agreement shall be co-terminus with the tenure of the trains handed over in the first lot. The license period may be further extended for **another one (01) year** on mutual agreed terms & conditions, however, further extension in License period will be under sole discretion of NMRC and licensee must not seek any claim for compensation/damages if License Period not extended further after completion of initial **Three (03) years**.
- ii) There shall be a lock in period of One (01) years from the date of commencement of license period.
- iii) If the Licensee is desirous of surrendering and exiting from the license hereby created and foreclosure before expiry of the lock-in period of **One (01) year**, the License 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 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 licensee in such a case.** Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s)/installations/fixtures 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. Licensee shall have no claim for compensation or consideration / damages on this account.
- iv) The Licensee shall have an option to exit from the License Agreement immediately after completion of lock-in period of **One (01) year**. For this, the licensee shall give **Three Months** prior intimation to NMRC which can be given before completion of defined lock-in period. [In this case lock in period is of one (01) year, prior intimation can be given after initial Nine (09) months of License Period], however option to exit will be available only after one (01) year. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the License Fee & Taxes equivalent to three months (if applicable) & outstanding dues, if any, payable on the part of Licensee. NMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from the other contracts of licensee in NMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security shall also be recoverable from the licensee before licensee is permitted to remove their installations/fixtures/establishment(s) 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. Licensee shall have no claim for compensation or consideration / damages on this account. The Licensee shall remove all the media, fixtures, panels, etc. from NMRC premises *after availing 10 days grace period immediately after the completion of **Three Months** advance notice period.* All utility (if any) will be disconnected/discontinued immediately after completion of **Three Months** notice period.
- v) If the Licensee is desirous of surrendering and exiting from the license after expiry of lock-in period without serving any intimation period or intimation period shorter than **Three Months**, the agreement shall deemed 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 Licensee after adjustment of License Fee & Taxes equivalent to improper 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 licensee in NMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their installations/fixtures/establishment(s) or else NMRC will seize their property treating it at zero/nil value. NMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account. The Licensee shall remove all the media, fixtures, panels, etc. from NMRC premises *after availing 10 days grace period immediately after the*

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completion of such improper intimation notice period. All utility (if any) will be disconnected/discontinued immediately after completion of such improper intimation notice period.

- vi) On Operational Ground: NMRC reserve the rights to terminate the License Agreement by giving **Forty Five (45) days** advance notice on operational ground. The License agreement will stand terminated on expiry of **Forty Five (45) days** notice. The advance license fees deposited by the Licensee for the balance/advance period(if any) shall be refunded on pro-rata basis, without consideration of any interest. Further, the Interest free Security deposit will be refunded after adjusting outstanding dues payable to NMRC, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensee shall remove all the media, fixtures, panels, etc. from NMRC premises *after availing 30 days grace period immediately after the completion of **Forty Five (45) days** advance notice*, failing which these structures, media, fixtures, panels, etc. shall become property of NMRC at "0"/nil value. All utility will be disconnected/discontinued immediately after **Forty Five (45) days** notice period.
- vii) In case of successful completion of the full term of the License period i.e. **Three (03)** years of License period, Interest Free Security Deposit/Performance Security of the Licensee shall be refunded in full without any interest subject to NIL outstanding after final settlement of account else refunded after adjusting the outstanding dues, if any. If balance outstanding dues are more than Interest Free Security Deposit/Performance Security, they shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else NMRC will seize their property at 'zero'/NIL value & be free to dispose off the same in any manner as deemed fit. NMRC reserves its right to recover the balance outstanding dues from the other contracts of licensee in NMRC.

License Fee, Payment Terms & Non-Payment of Dues & Subsequent Actions

6.1 Charging of License Fee:

The licensee shall pay the quoted Annual License Fee for advertisement rights of NMRC Metro trains in NMRC Network. The license fee shall be payable in advance on quarterly basis to NMRC, by the last working day of previous running quarter, calculated on the basis of the quoted Annual License Fee.

The quoted Annual License Fee shall be escalated & increased by 5% on compounding basis annually i.e.at each anniversary of License Period.

- 6.2 All Metro Trains as detailed in Annexure-I shall be handed over for advertisements within **Seven (07)** days from the date of receipt of full payment as stipulated in Notice of Award. The License Fee shall commence immediately after expiry of fitment period i.e. Thirty (30) days after the date of the first handing over of trains by NMRC.
- 6.3 Along with License Fee, Licensee shall also pay other dues like Maintenance/ Service Charges, GST, statutory dues/liabilities, damage/penal charges, pending arrears, etc. as applicable.
- 6.4 The Licensee should preferably make the payments of advance License fee & other dues payable on quarterly basis to NMRC by E-mode i.e. RTGS/NEFT for credit of account of NMRC Ltd. after taking prior Approval of NMRC and duly complying with the laid down procedure of NMRC in this regard. The Licensee Fee may also be paid by DD/PO in favor of 'NMRC Ltd. PB A/C', payable at Noida, Uttar Pradesh and drawn on a scheduled commercial bank.
- 6.5 The trains in depot shall be handed over after due acknowledgment from the concerned depot in-charge. If the licensee fails to take over the trains within Seven (07) days from the date of making payment as per NOA & on receipt of the intimation of handing over by NMRC, the trains shall be treated as deemed to be handed over from 8th working day of receipt of NOA payments by NMRC. The License fee for coaches/train sets handed over subsequently shall commence immediately after the date of handing over of Trains, without consideration of any fitment period.
- 6.6 The configuration of each train set may be modified by NMRC at any stage. NMRC may induct additional train sets or withdraw any train set from the service, without giving any prior intimation to the Licensee. However, there shall not be any reduction/increase modification in the annual license fee, except for the provision of increase in holding beyond Seventy Six (76) car coaches as mentioned below. Licensee will not have any claim in this regard.
- 6.7 The minimum amount of the license fee payable to NMRC shall remain valid up to Seventy Six (76) number of coaches holding in NMRC Network. If there is any increase in car coaches beyond Seventy Six (76), the amount of license fee payable to NMRC shall be increased @ 75% of license fee applicable for that particular period.
E.g.:
- i) If the holding of car coaches will be increased upto Eighty (80) in Aqua Line of NMRC Network, then license fee payable to NMRC shall be
- License fee applicable for that particular period upto 76 coaches + [.75 X Applicable License fee upto 76 coaches X (80-76)/76].
- 6.8 The reconciliation of license fee and other dues shall be carried out on half-yearly basis. Based on reconciliation, the adjustment of license fee payable to NMRC shall be carried out along with payment of next quarter's License Fees.
- 6.9 The payment schedule of License Fee & applicable taxes thereon shall be on quarterly basis i.e. January-March, April-June, July-September, October-December & so on.....

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Adjustment of 1st Advance L/Fee & taxes and payment for coming advance quarter:-

- a) Suppose if License Fee starts in the mid of any quarter i.e. say from 15th July, then, 1st advance License Fee & taxes paid by the Licensee against NOA will be exhausted on 14th October. NMRC asks Licensee to pay L.fee & other taxes for the period from 15th October to 31st December (Only one time for achieve the complete quarter cycle) & after that licensee have to pay the License Fee & Taxes for the full quarter i.e. January-March, April-June, July-September, October-December and so on. The payment should be made in advance on the last working day of running quarter for the coming advance quarter.
- b) The utility charges including consumption of electricity (If any), etc. shall also be payable by Licensee to NMRC in addition to above in accordance with terms & conditions of the agreement.

6.10 The Licensee agrees voluntarily and unequivocally to make all payments to NMRC before the due date, without waiting for any formal advice from NMRC.

6.11 Non Payment of License Fee and Other Dues & Subsequent actions

- a) Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle NMRC to terminate the License Agreement as per provisions stipulated in this License Agreement. Besides, any *delay in payments of the amount becoming due on the due date shall constitute Material Breach of License Agreement by the Licensee & in that case Licensee shall pay an interest @ 18% per annum on the amounts of License Fee and other dues on daily basis, for each day of delay until the dues are finally paid.*
- b) Licensee *whenever made any payments* 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 dues (if any), etc, and lastly License fee shall be accounted for.
- c) In case payment is not made by due date, a 15 day notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default within Fifteen (15) days notice period, NMRC shall be entitled to terminate the License Agreement by issuing a Thirty (30) days' advance termination notice and shall be free to forfeit Interest Free Security Deposit/Performance Security and take other such action available to it under this Agreement and as per law. Electricity & other utilities (if any) would be disconnected/discontinued on 15th day after issuance of **Thirty (30) days** termination notice.
- d) Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue/demand within 16th day after issue of **Thirty (30) days** Termination Notice, along with a written request in the matter.
- e) The Licensee shall vacate the premises within **Ten (10) days** grace period after termination of the License Agreement. A certificate from the **NMRC official** or its authorized representative and through photographic evidence in proof of Licensee having vacated the site will be required to be submitted by the Licensee. Any claim of vacation/non-vacation without the endorsement of **NMRC official** or NMRC authorized representative shall not be entertained.
- f) Interest Free Security Deposit/Performance Security shall be forfeited on termination of contract due to any event of default by the licensee after adjustment of any dues payable by the Licensee 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 License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Security Deposit / Performance Security and advance license fee received, if any, shall stand forfeited in favour of NMRC after adjustment of any dues payable to NMRC by the Licensee. The Licensee shall be required to remove their installation/fixtures/establishment (if any) immediately thereafter within Ten (10) days of issue of notice of such termination by NMRC.

7.1 Interest Free Security Deposit/ Performance Security:

- a. The selected Bidder(s)/Licensee shall submit & pay Interest Free Security Deposit/Performance Security to NMRC **equivalent to one year's/1st year's License Fee** as quoted by the bidder.
- b. The selected Bidder is required to pay the Interest Free Security Deposit/Performance Security in the form of DD/FDR or irrevocable Bank Guarantee issued by the State Bank of India or any other Nationalized Bank or any other Scheduled Commercial Bank in the prescribed format, acceptable to NMRC. The Bank Guarantee/FDR must be issued by the Bank Branch located in the DELHI/Noida/Greater Noida/Gurugram area only. The BG/FDR issued from branches located outside DELHI/NOIDA/GREATER NOIDA/GURUGRAM area will not be accepted. The Bank Guarantee shall be valid for at least **three years**. The Bank Guarantee shall be extended and renewed well in advance before expiry of the previous Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and encashed by NMRC without any prior intimation to the licensee. For last year of license period the Bank Guarantee shall be extended and renewed for residual period of contract plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en-cashed by NMRC without any notice to the licensee.
- c. In case of a JV/ Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/Consortium. However, splitting of the Interest Free Security Deposit/performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.
- d. The Interest Free Security Deposit will be refunded to the licensee after peaceful completion of the contract without incurring any interest on it.
- e.) NMRC shall reserve the right for deduction of NMRC dues from Licensee's Interest Free Security Deposit/Performance Security at any stage of agreement i.e. during the currency of contract/ at the time of completion/at the time of termination/at the time of surrender, against:-
 - i) Any amount imposed as a penalty and adjustment for all losses/damages suffered by NMRC for any nonconformity with the Agreement terms & condition by the Licensee.
 - ii) Any amount which NMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.
 - iii) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - iv) Any other outstanding NMRC's dues/ claims, which remain outstanding after completing the course of action as per this License Agreement.
- f) Once an amount is debited from the interest free Security Deposit/Performance Security, the Licensee 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 Licensee's event of default, enabling NMRC to act as per the provision of The License Agreement for the non-payment of dues.

8.1 TAXES AND OTHER STATUTORY DUES

- a) All other statutory taxes, statutory dues, local levies, GST, etc. as applicable from time to time shall be charged extra and shall be remitted along with the License Fee for onward remittance to the Government. The Licensee indemnifies NMRC from any claims that may arise from the statutory authorities in connection with this License.
- b) Payment of stamp duty for execution of license agreement & cost associated with Registration of License Agreement with appropriate authority (if applicable), shall be borne by licensee.
- c) Taxes/Municipal Taxes, if any, shall be solely borne by licensee.
- d) The licensee will not ask for any claim or compensation from NMRC if advertisements are not permitted due to local laws/ action of civil authorities. The maintenance of all static advertisement inserts will be borne by licensee.
- e) At present, NMRC is not liable to share its revenue generated from advertisements from Metro Trains with local bodies, etc. However, in future, if NMRC becomes liable to share revenue with local bodies from advertisements from Noida Metro Trains in future including those from train wraps, NMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount, on this account.
- f) Noida-Greater Corridor of NMRC Ltd. is operated in the State of Uttar Pradesh and it is advised that licensee preferably should have GST Registration for State of Uttar Pradesh for claiming GST input credit against the invoice raised by NMRC.

9.1 Minimum Material Specifications

Licensee shall provide advertisement media conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertising media is to be made from Fire Retardant, Low Smoke and comply with all Indian and International Standards.

Specifications of Train Wrap:

The Licensee shall exercise extreme care in affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc. A good quality of train wraps of 3M or M/s LG Hausys make or equivalent/higher specifications may be used. The train wraps on glass pane should be of contra- vision type so that it does not hamper or obstruct the visibility from inside or outside the train.

10.1 MAINTENANCE AND OPERATION OF LICENSED SPACES

For Static and Digital Advertisements Panels:

- a) Licensee shall keep and maintain the advertisement media in neat and clean condition and in safe & sound manner during the currency of License Agreement all the time of License tenure. Any defective or weak structure should be rectified/replaced by licensee immediately, at its own cost with new proper structure with the approval of NMRC. NMRC shall extend due assistance in sorting out the maintenance problem. The license fee shall not be reduced on account of defective panels, maintenance delays etc. at any cost. In case of any incident/injury caused by advertisement media, due to error/omission attributable on the part of Licensee, the Licensee shall be responsible for all such claims/compensation, whatsoever.
- b) The Licensee shall exercise extreme care in affixing or removal of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc. A good quality of adhesive material of contra vision, 3M, similar or higher specifications may be used. In case, any damage is noticed, NMRC shall work out the compensation amount for its rectification. The Licensee shall be liable to deposit this compensation amount to NMRC on advice within 30 days of its receipt of intimation letter from NMRC, failing which interest will be charged till the amount is finally paid. After completion/surrender/termination of License Agreement, the Licensee shall handover the trains to NMRC after removal of all train wraps, adhesives, creative, etc along with inside train advertisement display in a satisfactory manner, free from scratch/dents attributable to train wrapping.
- c) Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or NMRC employees or loss to NMRC property, it shall constitute Material Breach of Contract and shall be considered Licensee's Event of Default that shall entitle NMRC to terminate the License Agreement with Thirty (30) days written termination notice.
- d) Access to depots/stations for the purpose of placement of advertisements shall be regulated by the office of the General Manager/Technical and the Licensee is required to take necessary permissions in this regard from the office of General Manager/Technical as per extant policy of NMRC. It is clarified that the permission to the Licensee shall not be unduly denied.
- e) Inspection will be conducted by NMRC officials at regular interval. Discrepancy noticed or instructions issued by NMRC shall be rectified/complied with by the Licensee within a period of Seven (7) days, failing which, NMRC reserves the right to impose fine up to Rs. 5,000/- per instance of violation. Deliberate or wilful non-compliance of NMRC written instructions for a period of Ninety(90) days shall constitute Material breach and Licensee Event of Default, which shall entitle NMRC to forfeit Interest Free Security Deposit/Performance Security in part or in full and or terminate the License Agreement after giving Ninety (90) days notice to the Licensee.
- f) Such termination of the License Agreement and forfeiture of Interest Free Security Deposit/Performance Security by NMRC shall be without prejudice to any other damages ,rights or remedies applicable under law in its favour.

11.1 Penalty Clauses

Further, NMRC can impose the fine on Licensee up to Rs.5, 000/- per offence on the following offenses: -

a)	Any staff of Licensee found in drunken condition/indulging in bad conduct.
b)	Any staff of the Licensee found creating nuisance.
c)	Improper maintenance & defacement of the Metro Property.
d)	Dishonor of Cheques and Drafts submitted by Licensee to NMRC. Cheques will be accepted only in emergent conditions & with the approval of NMRC by official not below the rank of HOD.
e)	Misbehavior with staff and commuters of NMRC.
f)	Not following safety and security norms as may be indicated by authorized representative of NMRC.
g)	Any other offence which deemed fit by NMRC for imposing the fine

Note:-

The option to impose fine, penalty, etc. under this License Agreement shall be exercised by NMRC official not below the rank of Deputy HOD.

12.1 RIGHTS AND OBLIGATIONS

a) Licensee's Obligations:

The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:

- I. to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities
- II. to operate and maintain the Licensed Area at all times in conformity with this License Agreement;
- III. to ensure that no structural damage is caused to the existing structures at the depot/station as a result of his activities or any of its agents, contractors, sub-Licensee, etc.;
- IV. to take all reasonable steps to protect the environment (both on and off the Licensed Space) and to limit damage and nuisance to people and property resulting from construction and operations (If any), within guidelines specified as per Applicable Laws and Applicable Permits;
- V. to duly supervise, monitor and control the activities of contractors, sub-licensees, agents, etc., if any, under their respective License Agreements as may be necessary;
- VI. to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
- VII. not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of the Licensed Space or its assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- VIII. to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose off such equipment or surplus materials in a manner that causes least inconvenience to the Depots/Metro Station, Commuters or NMRC's activities;
- IX. at all times, to afford access to the Licensed Space to the authorised representatives of NMRC, other persons duly authorised by any Governmental Agency having jurisdiction over the business at Licensed Space, to inspect the Licensed Space and to investigate any matter within their authority and upon reasonable notice;
- X. to comply with the divestment requirements and hand over the Licensed space to NMRC upon Termination of the Agreement;
- XI. to ensure that no foul/ unpleasant smell shall spread out from the premises of the licensee;
- XII.
 - a) To ensure that its equipment does not interfere with the function of NMRC's equipment installed at the depots/station/Metro Trains. The Licensee is advised to obtain prior written consent from NMRC for installing such equipment. However, NMRC reserves the right to refuse installation of the equipment if it is of the opinion that the Licensees equipment shall interfere with the depot/station/Metro Trains installations.
 - b) The Licensee shall be solely and primarily responsible to NMRC for observance of all the provisions of this License Agreement on behalf of its employees and representatives and any person acting under or for and on behalf of the Licensee; contractor (s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, its agents or employees.
 - c) The Licensee shall comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 & amendments thereto.
 - d) No lease/ tenancy/sub-tenancy is being created by NMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:
 - e) The Licensee shall not have or claim any interest in the licensed space as a lessee/ tenant/sub-tenant or otherwise.

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- f) The rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- g) The relationship between NMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/ or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between NMRC on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.

13.1 INDEMNITY AND INSURANCE

- a) The Licensee hereby undertakes to indemnify and hold NMRC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities.
- b) The Licensee hereby undertakes to indemnify NMRC against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- c) The Licensee hereby undertakes that NMRC shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his contractors/ sub-contractors/sub-Licensees. The Licensee shall indemnify and keep indemnified NMRC against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- d) The licensee must strictly comply with all the provisions of The EPF Act 1952, The ESI Act 1948, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1986 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Licensee shall indemnify NMRC Administration for any loss and damages suffered due to violation of its provision.
- e) The Licensee hereby indemnifies NMRC against any loss, damage or liabilities arising because of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- f) The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies NMRC against any liability arising in connection with the employment of its personnel in the said premises of Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit its copy to NMRC in accordance with its extant policies.
- g) The Licensee shall indemnify NMRC from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
- h) The Licensee shall indemnify NMRC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or NMRC employees or loss to NMRC property during the currency of license agreement.
- i) The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless NMRC, NMRC's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.
- j) The Licensee shall indemnify and keep indemnified NMRC for any losses/ penalties on this account levied by any Judicial/ Statutory Authorities/ Courts on Licensee.
- k) Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in NMRC premises, including death or injury caused by the negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon NMRC's request, the Licensee shall submit to NMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the licensor harmless against all liabilities, losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensee.

14.1 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 **Licensor** shall be entitled to continue to be paid under the terms of this Contract.

15.1 Breach of License Agreement/Licensee's Events of Default

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

- a) If the Licensee is found guilty of persistently breaching negative list of advertising and "Factors Governing Advertising Selection" as stipulated in this Agreement and also Licensee fails to perform or discharge any of their obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to NMRC without any contributory factor of the Licensee.
- b) If at any time during the subsistence of the Agreement, there is non-conformity to the Agreement or any time during the Agreement, the Licensee indicates its unwillingness to abide by any clause of this Agreement or repudiates the Agreement.
- c) If the Licensee fails to pay License Fee and any other amounts due to NMRC.
- d) If the Licensee is in persistent non-compliance of the written instructions of a NMRC officials.
- e) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to NMRC employees/commuters/any body or any loss to NMRC property.
- f) If the Licensee makes any of the following changes in Ownership:
 - i) Any change in percentage stake of JV/Consortium by the members without prior written permission of NMRC.
 - ii) Dilution of stake of Lead Member in the JV/Consortium **below 51%** at any time during the License Period.
 - iii) Dilution of stake of any consortium member in JV/ Consortium **below 15%** during the license period
 - iv) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.

15.2 If any of the above Material Breach and Licensee Events of Default happens, then

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

15.3 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.

16.1 DISPUTE RESOLUTION

Settlement of Disputes

16.1.1 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.

16.1.2 Conciliation

In the event of any dispute, difference of opinion or dispute or claim arising out of this License 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.

16.1.3 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. 2.00 crores** and to a panel of three Arbitrators, if total value of claims is more than **Rs. 2.00 crores**. NMRC shall provide a panel of three Arbitrators for the claims up to Rs. **2.00 crores** and a panel of five Arbitrators for claims of more than Rs. **2.00 crores**. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. NMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third presiding 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.

16.2 The Award of sole Arbitrator / Arbitral Tribunal shall be binding on all the parties. The parties agree to comply with the awards resulting from arbitration.

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

16.4. 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.

16.5. Cost

The cost of arbitration shall be borne equally 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.

17.1 REPRESENTATIONS AND WARRANTIES

- i) The Licensee represents and warrants to NMRC that-
- a) It is duly organized, validly existing and in good standing under the laws of India;
 - b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
 - c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
 - d) It has the financial standing and capacity to undertake the commercial utilization of Licensed Commercial spaces;
 - e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
 - f) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
 - g) There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
 - h) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
 - i) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
 - j) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to NMRC or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
 - k) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that NMRC shall not be liable for the same in any manner whatsoever to the Licensee.
 - l) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of NMRC. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.
- ii) Obligation to notify change: In the event that any of the representations or warranties made/ given by the Licensee ceases to be true or stands changed, it shall promptly notify NMRC of the same.
- iii) NMRC covenants:
- a) NMRC covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's possession of the Licensed Premises, Licensee's use of the premises, or the rights granted to the Licensee hereunder.
 - b) NMRC covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term,

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provision and condition contained in the agreement, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by NMRC or by any other person(s) claiming by, through or under or in trust for NMRC.

- c) On paying the License fee, Licensee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the licensed space throughout the said term without any interruptions by the NMRC or by any person claiming by, through, under or in trust for NMRC.
- d) That the overall control & supervision of the premises shall remain vested with NMRC who will have the right to inspect the whole or part of the licensed premises as & when considered necessary with respect to its bonafide use and in connection with fulfillment of the other terms & conditions of the license agreement. NMRC also reserves the right to enter the demised premises to repair & replace the fixtures provided by NMRC.

Miscellaneous

- 18.1 **Insurance and Waiver of Liability** - The Licensee will bear the cost, throughout the term of the License Agreement, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in NMRC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. The Licensee shall submit to NMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold NMRC harmless against any liability, losses, damages, claims, expenses suffered by NMRC because of such default by the Licensee. The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify NMRC Administration for any loss and damages suffered due to violation of its provision. The Licensee shall comply with the laws of land. NMRC will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be. The Licensee will not ask for any claim or seek any compensation from NMRC if **advertisement at any offered advertisement space** is not permitted due to court order/local laws/civil authorities. The Licensee hereby indemnifies NMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature. The Licensee hereby agrees that NMRC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of NMRC. Licensee hereby indemnifies NMRC against the claims made by Licensee's employees against NMRC.
- 18.2 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies NMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee 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. ***That no tenancy/sub-tenancy is being created by NMRC in favor of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that -*** That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise. That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by NMRC in favor of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and that the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- 18.3 The relationship between NMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between NMRC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises
- 18.4 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of NMRC and the Licensee shall be solely responsible for compliance with all applicable labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify NMRC from any claims that may arise in connection with above.
- 18.5 **Employees conduct** - The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 45 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying

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out the work of equipment installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to NMRC with respect to all his personnel deployed. Further, within 45 days of letter of acceptance of NOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work) to NMRC. All the Licensee's personnel shall be required to possess ID card while working in NMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

Advertisement spaces & retail space in City Bus Service Parking are hereby provided to Licensee on "as is where is basis".

That the Licensee shall appoint a Manager/Supervisor whose scope of services with respect to this license agreement shall also include following:

- 18.6 Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.

Ensure that fire detection and suppression measures (as per applicability of prevailing norms) were installed inside his premises are kept in good working condition at all times. The Licensee will at any case keep firefighting equipment as per NMRC requirements as indicated by the Fire officer / Authorized representative of NMRC inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipment. The Licensee will be solely responsible for any loss of life or property due to nonfunctional of fire safety facilities in emergencies. The fire officer / authorized personnel, of the licensor will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorized personnel of the licensor will be borne solely by the licensee.

Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.

- 18.7 In case of non-payment of License fees and other dues or any other reasons whatsoever, the Licensee voluntarily agrees to and permits the licensor "NMRC" to disconnect all utility services including electric supply (if any) to the licensed premises and also seal the licensed premises. The Licensee 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 Licensor.

- 18.8 The Licensee agrees voluntarily and unequivocally to make all payments as may be due on due date, without waiting for any formal invoice from the Licensor. The Licensee also voluntarily agrees to collect the invoice from the Authorized representative of the licensor (NMRC) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.

- 18.9 If electric supply to the licensed premises provided through NMRC then in case of restricted availability of power supply / breakdown, the station power requirements would get first priority and this may result in restriction / rostering of power supply to the Licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of NMRC or such causes where the supply of NMRC is affected by a cause or causes over which NMRC has no control, NMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.

- 18.10 The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers/authorized representative of the licensor.

- 18.11 **Misuse** - The Licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and NMRC (Licensor) shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the Licensee only. The Licensee will indemnify and keep indemnified NMRC for any losses on this account.

- 18.12 **Compliance with the Law** - The premises and the fixtures 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 licensed premises. The Licensee at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal

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bodies, and all applicable rules and also regulations of the Fire department. The Licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from 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. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of Licensee.

- 18.13 Maintenance of Licensed Space(s):- Licensee shall keep and maintain the advertisement media/panel in neat, clean condition and in safe & sound manner during all the time of License tenure. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by advertisement media or any other installations due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation. Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or NMRC employees or loss to NMRC property, it shall constitute Material Breach of Contract and considered Licensees Event of Default that shall entitle NMRC to terminate the License Agreement with 30 days written notice.
- 18.14 Access to licensed premises for the purpose of placement of advertisements & other works shall be regulated by the office of the NMRC and the Licensee is required to take necessary permissions in this regard from the office. It is clarified that the permission to the Licensee shall not be unduly denied.
- 18.15 Joint inspection of Licensed premises may be conducted by NMRC officials and Licensee, at mutually convenient time. Discrepancy noticed and instructions issued by NMRC shall be rectified / complied by the Licensee within a period of 7 days, failing which NMRC reserves the right to impose fine up to Rs.5,000/- per instance of irregularity per week. Deliberate or willful non-compliance of NMRC written instructions for a period of Ninety (90) days shall constitute Material breach and Licensee Event of Default, which shall entitle NMRC to en-cash security deposit in part or full and or terminate the License Agreement after giving Ninety (90) days notice to the Licensee. Such termination of the Agreement and forfeiture of the interest free performance guarantee by NMRC shall be without prejudice to any other damages, rights or remedies applicable under law in its favor.

Details of Metro Trains

A. Train Services currently under operation in NMRC Network as:

Line No.	Aqua Line
Section	Noida Sec-51- Depot Metro Station
Station Type	All elevated i.e. above the ground
Total Number of Stations	21
Total Route Km (One Direction)	29.70
Approx. Running Time (One Direction)	50 minutes
Type of Car/Coach	DT & M Car/coach

Details of Train and their configuration:-

Line No.	Train set of 4 Coaches	Train set of 6 Coaches	Train set of 8 Coaches	Total Holding of Train Coaches
Aqua line	19	Nil	Nil	76

Four car Metro Train is configured as DT+M+M+DT

Note:

Number of Trains and their coaches & configuration etc. are likely to be increased/ modified in future in order to meet the commuter rush and demand.

B. Number & Sizes of Advertisement panels in each Coach available for advertisement

Static Panels

Type of Coaches	Type of Panels	Total number of Panels in each car	Size of each Panel (In metres)	Total Area (In Sqm)
DT Car	Static Vertical	11	0.55 x 0.35	2.12 Sqm
	Static Horizontal	5	0.85 x 0.15	0.64 Sqm
MT Car	Static Vertical	11	0.55 x 0.35	2.12 Sqm
	Static Horizontal	5	0.85 x 0.15	0.64 Sqm

Digital Panels*

Type of Coaches	Type of Panels	Total number of Panels in each car	Size of Display in each Panel(In metres)	Total Area (In Sqm)
DT Car	LCD	6	0.275 x 0.185	0.30 Sqm
	Information Display Unit	1	0.24 x 0.14	0.03 Sqm
	Digital Route Map	3	0.24 x 0.14	0.10 Sqm
MT Car	LCD	6	0.275 x 0.185	0.30 Sqm
	Information Display Unit	2	0.24 x 0.14	0.06 Sqm
	Digital Route Map	2	0.24 x 0.14	0.06 Sqm

***Digital panels are considered five times more effective than the Static Panels.**

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Total Outer Wrapping Area in 4 coach NMRC Train				
One DT Coach				
Location	Dimensions (In Mts.)	Total Leaf/Part	Total Area (In Sqm)	
	1	2	3 = 1*2	
Door Leaf	0.83 m x 2.00 m	16	26.56	
Between Doors	3.40 m x 2.00 m	6	40.8	
Between Doors and end of DT car towards M Car	1.84 m x 2.00 m	2	7.36	
Total Outer Wrapping Area in One DT Coach			74.72	A
One M Coach				
Location	Dimensions (In Mts.)	Total Leaf/Part	Total Area (In Sqm)	
	1	2	3 = 1*2	
Door Leaf	0.83 m x 2.00 m	16	26.56	
Between Doors	3.40 m x 2.00 m	6	40.8	
Between Doors and end of DT car towards M Car	1.84 m x 2.00 m	4	14.72	
Total Outer Wrapping Area in One M Coach			82.08	B
Total Outer Wrapping Area (Both Side of Coach) in One DT & One M Coach (A+B)				156.80
Total Outer Wrapping Area (Both Side of Coach) in Four Coach Train (Two DT + Two M Coach)				313.60

Measurements/Sizes are Tentative.

Format of Bank Guarantee (For Interest Free Security Deposit)

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks from/payable at _____, (Noida, Delhi, Gr. Noida or Gurugram) only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ dated _____

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head / Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

The Noida Metro Rail Corporation Limited (hereinafter called "NMRC"), having its office at 3rd Floor, 3rd Block, Ganga Shopping Complex, Sector-29, Noida, Distt.-Gautam Budh Nagar, Uttar Pradesh-201301, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS: -

NMRC, with a view to augment its earnings other than fare box revenue, has licensed _____(Name of work to be inserted) in NMRC Network to M/s _____ (hereinafter called "Licensee").

NMRC has agreed to provide to the Licensee, the offered spaces on "as is where is basis" in accordance to NOA No. _____ dated _____ issued by NMRC Ltd.

Therein after referred to as _____ (Name of work to be inserted), on payment of License Fee to NMRC on the terms and conditions hereunder contained in this License Agreement.

This License is for a period of _____ years from the date of commencement of License period, unless otherwise terminated/surrendered earlier.

The offer submitted by M/s _____ having their registered office at _____ has been accepted by NMRC vide NOA No. _____ dated _____.

As per the terms of the above mentioned NOA, the Licensee has been selected for _____(Name of work to be inserted) in NMRC Network for the duration of the License Period.

The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to NMRC.

The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement.

The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) as a part of Interest free security deposit as mentioned in the above referred Notice Of Award (NOA) as security for the performance and fulfillment of all its responsibilities and obligations as per the License Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of NMRC Ltd.

Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of NMRC for the due payment of Rs. _____ (Rupees _____ only).

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS: - _____

The Guarantor, as primary obligator shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to NMRC an amount not exceeding Rs. _____ (Rupees _____ only), on the same working day of receipt of a written demand from NMRC, calling upon the Guarantor to pay the said amount.

For the purpose of this clause, any letter making demand on the Bank by NMRC dispatched by Registered Post with Ack. due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

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The Guarantor agrees that NMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of NMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between NMRC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

Any such demand made on the Guarantor by NMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.

This Guarantee shall be irrevocable, valid and remain in full force until..... (period of expiry) or till the end of 6(Six) month after completion of the License Period, or for such extended period as may be desired by NMRC, and as conveyed by NMRC to Bank.

In such case of renewal, the Guarantor shall renew the Bank Guarantee, sixty days prior to the expiry of validity of the Bank Guarantee and the process for extension of the Guarantee would be repeated till period of License Agreement is exhausted. Failure to extend the validity of Bank Guarantee at least sixty days prior to the expiry date of Bank Guarantee would lead to encashment of this Bank Guarantee as per the concept of extend or pay.

For last year of License period, the Licensee shall submit the Bank Guarantee valid for remaining License period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and encashed by NMRC without any prior notice to the Licensee.

This Guarantee shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by NMRC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of NMRC and further subject to adjustment for all damages suffered by NMRC or submission of fresh/renewed Bank Guarantee.

This Guarantee is unconditional and irrevocable during the currency of BG till such time NMRC discharges this Guarantee by issuing a letter to the Guarantor in this behalf.

The Guarantor undertakes to pay the amount mentioned herein as Principal debtor and not a surety and it shall not be necessary for NMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that NMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.

The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by NMRC against the Licensee or any indulgence shown by NMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of NMRC or any indulgence by NMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.

The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.

The Bank agrees that NMRC at its option shall be entitled to enforce this guarantee during its currency against the Bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that NMRC may have in relation to Licensee's liabilities.

The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.

The expressions "Bank" and "Licensee" herein before used shall include their respective successors and assigns.

The Bank also agree that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Distt. – Gautam Budh Nagar, Uttar Pradesh.

Partial and Multiple drawings/withdrawals are permitted under this Bank Guarantee.

The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.

This guarantee shall come into effect forthwith and shall remain in force upto _____ or the extended period if any and shall not be revoked by the Guarantor at any time without NMRC's prior consent in writing.

Notwithstanding anything contained herein above:

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- a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only).
- b) This Guarantee shall remain in force up to _____.
- c) Unless the demand/claim under this guarantee is served upon us in writing on or before _____ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

Signed, Sealed and Delivered

for and on behalf of the Bank

by the above named _____

In the presence of:

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____