

**NOIDA METRO RAIL CORPORATION LTD.**  
A JOINT VENTURE OF GOVT. OF INDIA& GOVT, OF UP

**REQUEST FOR PROPOSAL (RFP)**

**Tender for the Selection of Service Provider for on-the-go mobile power bank rental service at all  
the 21 Metro Stations of Aqua Line**

**E - TENDER NO.\_NMRC/Power Bank Facility/297/2024**

**January - 2024**

**Disclaimer**

- 1.0 This Request for Proposal (RFP)/Tender Document (or “E-Tender” or “E-Bid”) for the “**Selection of Service Provider for on-the-go Mobile Power Bank Rental Service at all the 21 Metro Stations of Aqua Line**” contains brief information about the scope of work, eligibility criteria and selection process for the successful Bidder (‘the Licensee’ or “the Tenderer” or “the Applicant”) & Draft License Agreement (to be executed after award of contract). The purpose of this RFP/Tender Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.
- 2.0 The information contained in this RFP/Tender Document or subsequently provided to the interested parties (Bidder(s), in writing by or on behalf of Noida Metro Rail Corporation (NMRC) to Bidder (s) on the terms & conditions set out in this RFP/Tender Document and any other terms & conditions subject to which such information is provided.
- 3.0 While all efforts have been made to ensure the accuracy of information contained in this RFP/Tender Document, this Document does not purport to contain all the information required by the Bidders. This RFP/tender document has been prepared with a view to provide the relevant information about the said services. NMRC advise all the potential bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid/s. Noida Metro Rail Corporation Ltd. (“NMRC”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of this RFP/Tender Document.
- 4.0 Intimation of discrepancies in the RFP/Tender Document, if any, may be brought in knowledge on or before pre-bid meeting by the potential bidders, to the office of **CGM/Technical, NMRC Ltd** in writing or through email. If NMRC receives no written communication, it shall be treated that Bidders are satisfied with the information provided in the RFP/tender Document.
- 5.0 Any character or requirement for the said services , which may be deemed to be necessary by the bidder should be independently established and verified by bidder.
- 6.0 This RFP/Tender Document are not an agreement and are not an offer or invitation by NMRC to any party. The terms for providing the said services and the right of the successful bidder shall be set out in the separate agreement executed between NMRC & Successful Bidder broadly in the format set out herein.
- 7.0 NMRC reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum/corrigendum as NMRC may deem fit without assigning any reason thereof.
- 8.0 NMRC reserves the right to accept or reject any or all Bids without giving any reasons thereof. NMRC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid/s to be submitted in terms of this RFP Document.

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## Glossary/Definitions

- a) “**Addendum / Amendment**” means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders;
- b) “**Agreement**” means the License Agreement to be executed between NMRC and the selected bidder.
- c) “**Applicable Laws**” means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also 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) “**Bank Guarantee**” means Guarantee issued by a scheduled commercial bank in favour of NMRC Ltd.
- e) “**Bidder**” or “**Tenderer**” means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, which is submitting its bid pursuant to RFP Documents
- f) “**Bid Due Date**” means Bid Submission end date and time given in the E-tender
- g) “**Bid processing fee**” means Cost of RFP/Tender Document which is Non-refundable in nature.
- h) “**E-Bid Security**” means the Earnest Money Deposit (EMD)/refundable amount to be submitted by the Bidder along with RFP document to NMRC
- i) “**Highest Bidder**” means the Bidder, who quotes the highest License Fees
- j) “**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 post issuance of Notice of Award.
- k) “**License**” means the Commercial development Rights/Activities granted by NMRC to the Licensee at Metro Station under terms and conditions of the License Agreement.
- l) “**Licensee**” means the Selected Bidder, who has executed the License Agreement with NMRC pursuant to the conclusion of the bidding process.
- m) “**License Fee**” means the amount payable by the Licensee to NMRC as per terms and conditions of the License Agreement.
- n) “**License Period**” means a total contract period of License subsequent to expiry of fitment period after handing over of the space/premises/station.
- o) “**LOA**” means Letter of Acceptance given by licensee in response of the Notice of Award issued by NMRC.
- p) “**NMRC**” means Noida Metro Rail Corporation Limited ( or “Corporation” or “Licensor”)
- q) “**Offered Space**” means the space offered on ‘as is where basis’ on which the said service as per scope mentioned in the RFP can be done.
- r) “**Notice of Award (NOA)**” means the written notice issued by NMRC to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of License
- s) “**Party**” means Licensee or Licensor (together they are called “**Parties**”)
- t) “**Power Bank Rental Service** means: a convenient service that allows users to rent portable power banks on a pay-per-use basis. These power banks can be borrowed, used to charge devices such as smartphones, tablets earphones, smartwatches and other mobile devices and return them to the same or any other charging station of a similar brand after charging or a predetermined period of time.
- u) “**Permits**” shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- v) “**Re. or Rs. or INR**” means Indian Rupee
- w) “**Selected Bidder**” means the bidder who has been selected by NMRC, pursuant to the bidding process for award of License.
- x) “**Service**” means providing on-the-go mobile power rental service.

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

## Chapter-1

### Introduction

- 1.1 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.
- 1.2 To fulfill the above requirement of efficient and reliable transportation system to the people of Noida and Greater Noida, NMRC has already started operation of Metro service on the Noida-Greater Noida (NGN) corridor which is also known as Aqua Line & it starts from Noida Sec-51 Metro Station in Noida and ends at Depot Metro Station in Greater Noida. The NMRC is committed to provide a world-class Public Transportation System with state-of-the-art technology.
- 1.3 As part of its existing mandate, Noida Metro Rail Corporation Ltd. (NMRC) has also undertaken to capture value from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation other than fare box revenue and on other hand facilitating NMRC commuters by providing one stop solution for most of their needs. It also provides incentive for private sector participant developers. Through this bid, NMRC intends to select a 'Licensee' to take up on "License Basis" **for on-the-go Mobile Power Bank Rental Service at all the 21 Metro Stations of Aqua Line.**
- I. On-the-go power banks have become popular across the world and NMRC would like to adopt similar facilities for its commuters whereby the commuter can get a fully charged power bank at any of the metro station for their use and after use can deposit it at the power bank vending machine at any metro station or similar vending machine placed in the city. Thus, the on-the-go power banks is an add-on facility at the Metro stations for the commuters.
- 1.4 An information document covering the purpose of the license, details of tendered space etc. may be downloaded from the website <http://etender.up.nic.in> and [www.nmrcnoida.com](http://www.nmrcnoida.com)

**Notice Inviting Tender (NIT)**

- a) NMRC has adopted two packet single stage bidding process for declaration of selected bidder to grant the rights under license agreement for the leased spaces:-

<b>GENERAL INFORMATION</b>		
1	Name of the Bid	<b>Tender for the Selection of Service Provider for on-the-go Mobile Power Bank Rental Service at all the 21 Metro Stations of Aqua Line"</b>
2	License Period	<b>Three (3) years and can be further extendable for another two (2) years on mutual consent between parties.</b>
3	Method of selection	Revenue Based Selection (Highest One - H1)
4	Bid System	Two Packet System in single stage
5	Name and address of the Corporation & designation of official	Noida Metro Rail Corporation Ltd., 3 <sup>rd</sup> Block, 3 <sup>rd</sup> Floor, Ganga Shopping Complex, Sector-29, Noida, Distt.-Gautam Budh Nagar, Uttar Pradesh-201301 CGM/Technical Website :- nmrcnoida.com & etender.up.nic.in
6	Bid Validity period	180 days
7	Bid Language	English
8	Bid Currency	Indian Rupees
9	<b>Consortium/JV allowed</b>	<b>No</b>
10	Bid Processing Fee	<b>Rs. 5,900/-</b> (Including GST @ 18%) only through RTGS/NEFT Mode
11	EMD	EMD of <b>Rs. 55,000/-</b> and must be paid through RTGS/NEFT mode only
12	Account detail for RTGS/NEFT for paying Bid processing fee and EMD	For Submission of Bid Processing Fee &EMD HDFC Bank, Shop No. 63-66, Ganga Shopping Complex, sector-29, Noida Gautam Budh Nagar, Uttar Pradesh-201301 IFSC Code – HDFC0004715 A/c No.- 50200035332880 Title of the Account – Noida Metro Rail Corporation Ltd PB A/C
<b>BIDDING SCHEDULE WITH KEY DATES</b>		
13	<b>Uploading of RFP/Tender Document on e-portal by NMRC</b>	<b>11.01.2024</b>
14	<b>Pre-Bid meeting</b>	<b>19.01.2024, 11:00hrs (IST);</b> To be assembled in NMRC Office at Ganga Shopping Complex, 3 <sup>rd</sup> Floor, Sector-29, Noida, Uttar Pradesh-201301
15	<b>Site Visit</b>	<b>19.01.2024, 11:45hrs (IST)</b> in NMRC Office at Ganga Shopping Complex, 3 <sup>rd</sup> Floor, Sector-29, Noida, Uttar Pradesh – 201301
16	<b>Last date of receipt of queries against the Pre-Bid meeting</b>	<b>19.01.2024, Queries must also be emailed to <a href="mailto:nmrcnoida@gmail.com">nmrcnoida@gmail.com</a> in pdf as well as in word format.</b>
17	<b>Last day for uploading of Pre -Bid Queries Clarification(s) by NMRC</b>	<b>30.01.2024</b>
18	<b>Online Bid Submission Start Date</b>	<b>01.02.2024</b>
18	<b>Last Date of bid submission on e-portal</b>	<b>10.02.2024 up to 15:00hrs (IST)</b>
19	<b>Date of Technical Bid Opening</b>	<b>10.02.2024 at 16:00hrs (IST)</b>

The selected bidder/Licensee should follow the following timeline

<b>Stage of Activity</b>	<b>Time Period</b>
Payment of Interest Free Security Deposit to NMRC by successful bidder	Within 30 days of submission of Letter of Acceptance
Tendered space to be handed over to successful Bidder	Within 7 days of Payment of Interest Free Security Deposit
Payment of Advance Quarterly License Fee for 1 <sup>st</sup> Quarter	Within 30 days from date of handing Over of the licensed premises
Signing of License Agreement	Within 30 days after Handing Over of the tendered space
Commencement of License Fee	Immediately after 30 days fitment period i.e. w.e.f. 31 <sup>st</sup> day of date of handing over of tendered space

**Chapter-3**

**ELIGIBILITY CRITERIA FOR BIDDERS**

- 3.1 The bidder should be of any entity i.e., sole proprietorship, registered partnership firm (including LLP), public limited company, private limited company. The firms and the companies should be registered in India & the companies must be incorporated under the companies act 1956/2013. Consortium/ JV is not allowed to participate in this RFP.
- 3.2 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.
- 3.3 The bidder should not be involved in any contract with legal litigation.
- 3.4 The bidder should have been operational for minimum of 03 (three) years in on-the-go mobile power bank rental service work in India.
- 3.5 The bidder should have undertaken at least 10 (ten) on-the-go mobile power bank rental service work in last 3 (three) Financial Years at public places such as malls, metro stations, airports, bus & railway stations, schools, colleges etc.
- 3.6 The bidder should have minimum 03 (three) years' experience in the advertising display business at public places and be empanelled with the Directorate of Advertising and Visual Publicity (DAVP).

**Scope of work:**

- a) The licensee shall set up the mobile power bank charging vending machine **at concourse level (01 No.) and platform (02 Nos.)** i.e., **03 Nos.** vending machine each at all the 21 metro stations. It is mandatory that the licensee shall ensure installation of vending machine at all the 21 metro stations of Aqua Line.
- b) Each vending machine shall consist of a minimum 24 slots for mobile power bank.
- c) At each metro station, total **3 sqm space** (1 sqm at concourse level & 2 sqm at platform level) will be provided by NMRC to set up the **3 Nos. of vending machines**.
- d) Successful Bidder shall have the rights to utilize an offered space of 1 sqm per vending machine for providing on-the-go mobile power bank rental service, i.e., a total of 63 sqm at all the 21 metro stations.
- e) The offered space as per this RFP/Tender Document will be provided on **“as is where is basis”**.
- f) NMRC retains the right to relocate the vending machines if there is a need to do so.
- g) License period shall be for an initial period of **three (3) years** which can be further extendable for another **two (2) years** with mutual consent between parties. The License period will be immediately start after the expiry of fitment period of **30 days** from the date of handover of the Offered Space. There is a lock in period of **one (01) year** in License Period.
- h) The licensee shall be required to execute all work at their own cost and as per NMRC specifications as required for business development at the offered space.
- i) The licensee shall Operate, Manage and Maintain the entire offered space with adequately trained and experienced team for responsibilities as defined in this RFP/Tender Document.
- j) The licensee shall submit design of the power bank vending machine. The vending machine shall not occupy space more than one square meter.
- k) NMRC will provide power required for the mobile power bank charging vending machine and the rental rate to be quoted shall be inclusive of power provided the total utilization shall not exceed 30 units a month per vending machine. If total utilisation exceeds 30 units per month per vending machine, then successful bidder is required to install electric sub meter.
- l) The licensee shall be required to pay fixed rental fee per sqm per month. The licensee shall also offer advertisement revenue per ad per month per vending machine.
- m) In order to enhance the revenue generation NMRC expects that the power bank vending machine will have LED screens to generate advertisement revenue to be shared with NMRC along with a fixed rental for the space occupied by the power bank vending machine. The maximum size of the LED screen shall not be more than 25 inches.
- n) Since NMRC is expecting revenue from advertisement as well, the interested party should be empaneled with the Directorate of Advertising and Visual Publicity (DAVP). NMRC may also want to exhibit few social messages, station information or notification, through this platform, for which there will not be any charges.
- o) The cost charged by the successful bidder against the services to the commuters would be decision of the bidder.
- p) In order to ensure that the power banks are working efficiently, the licensee shall be required to provide 1 year subscription plan to NMRC.



**INSTRUCTION TO BIDDER/APPLICANT**

- 5.1 NMRC has adopted a single stage two packet open e- bidding process for selection of a suitable highest bidder to grant Licensing Rights to provide on-the-go Mobile Power Bank Rental Service at all the 21 Metro Stations of Aqua Line.
- 5.2 The bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, NMRC feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per requirement. A Bidder is eligible to submit only one Bid. Any Bidder, which submits more than one e - Bid to provide the said service, would be disqualified. The Bidder shall carry out the said work in compliance with the provisions of the RFP. 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 ban subsists as on the date of Bid, would not be eligible to submit the e – Bid/cannot participate in the bidding process.
- 5.3 **Acknowledgement by Bidder**  
It shall be deemed that by submitting a Bid, the Bidder has:-
- Made a complete and careful examination of RFP document as well as other information required
  - Received all relevant information from NMRC
  - Accepted the risks of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of NMRC relating to any of the matters referred to the RFP Document.
  - Satisfied itself about all matters, things and information herein above necessary and required for submitting an information Bid, execution of the License Agreement in accordance with the Bidding Documents and performance of all of its obligations there under;
  - Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters herein above shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits etc. from NMRC, or a ground for termination of the License Agreement by the Licensee;
  - Acknowledged that it does not have a Conflict of Interest; and
  - Agreed to be bound by the undertakings provided by it under and in terms hereof
- 5.4 NMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender or the Bidding process, including any error or mistake therein or in any information or data given by NMRC.
- 5.5 **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](http://www.nmrcnoida.com) to enable the Bidders to view, download the e-Bid document (RFP) and submit e-Bid online up to the last date and time mentioned in this RFP & NIT or in corrigendum and addendum (if any).
- 5.6 **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. Bid processing fee of **Rs. 5,900/- (Inclusive of GST) (Rs. Five Thousand and Nine Hundred Only Inclusive of GST)** shall only be payable for one time & it is **Non-Refundable**. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid. E-Bid without Bid fees in the prescribe form will not be accepted.
- 5.7 **Bid Security/Earnest Money Deposit (EMD)**
- The bidder shall furnish, as essential part of its e-Bid, an e-Bid Security/ EMD amount as mentioned in the NIT/Data sheet.  
  
The EMD must be deposited in the bank account detailed in the NIT through online mode only i.e. through RTGS/NEFT etc. 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 requisite Earnest Money Deposit in the prescribed form will not be accepted.
  - 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

**5.8 Cost of Bidding:-**

The bidders shall be responsible for all 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.

**5.9 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.

**5.10** Bidder shall undertake that they have not been banned from business as per annexure of RFP.

**5.11 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 power, water and other utilities, access to space, handling and storage of materials, weather, data, applicable laws and regulations and any other matter considered relevant by them. Interested/Potential bidders are requested to be present as per details mentioned in NIT for site visit of the tendered/offered space.

**5.12 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 by e-mail ([nmrcnoida@gmail.com](mailto:nmrcnoida@gmail.com)) to the CGM (Technical), NMRC only before or during Pre-Bid Meeting held at NMRC office or upto the date mentioned in NIT or in any corrigendum/addendum. The responses will be posted to such queries (if any) on the official website [www.nmrcnoida.com](http://www.nmrcnoida.com) and on the web site <http://etender.up.nic.in>. NMRC reserves the right not to respond to any 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.

**5.13 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 on in iterative 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](http://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](http://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](http://www.nmrcnoida.com).

**5.14 Preparation and submission of Bids**

**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) Documents constituting the e-Bid form**

The e-Bid prepared by the Bidder shall comprise of the Technical Bid & Financial Bid.

**c) Technical e-Bid- Technical e-Bid will comprise of -**

- (i) **Fee Details** –Appropriate Bid processing fee/tender Document Cost& applicable EMD must be paid. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid **(Mandatory submission)**
- (ii) **Eligibility details** – Copies of following documents must be submitted in PDF format in support of the eligibility of the Bidder justifying that bidder is qualified to perform the Contract if his/her bid is accepted and the Bidder has capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the RFP Document/License Agreement.

**Bidder must Upload/submit**

- i. Self-attested copy of Letter of incorporation and 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), **(Mandatory Submission)**
- ii. Self-attested copy of PAN card of the company/firm/Partnership/Proprietorship **(Mandatory submission)**.
- iii. Self-attested copy of the GST registration **(Mandatory submission)**.
- iv. Letter of Proposal Submission as per **Annexure-2 (Mandatory submission)**.
- v. Firm Details as per **Annexure-3 (Mandatory submission)**.
- vi. Capability Statement as per **Annexure-4 (Mandatory Submission)**
- vii. Memorandum regarding quoted rate open as per **Annexure-5(Mandatory submission)**.
- viii. Undertaking regarding not blacklisted/banned/pending litigations/surrendered contracts/ etc. as per **Annexure-6 (Mandatory submission)**.
- ix. Power of Attorney as per **Annexure-7 (Mandatory submission)**.
- x. Salable Form for Tender Document as per **Annexure-8 (Mandatory Submission)**
- xi. Declaration of Refund of Earnest Money as per **Annexure-9 (Mandatory Submission)**
- xii. Bid Offer/ BOQ (Format) as per **Annexure-10 (Mandatory Submission through BOQ in XLS format)**
- xiii. Proforma for query (ies) asked against the RFP Documents' Terms & Conditions as per **Annexure- 11**
- xiv. Undertaking for Downloaded RFP/Tender Document as per **Annexure- 12(Mandatory Submission)**
- xv. Bid Details as per **Annexure – 13 (Mandatory submission)**.
- xvi. The bidder shall enclose with their Bid a self-undertaking stating that all necessary supporting documents have been provided/submitted.

Above mentioned documents are needed for Technical evaluation of e-Bid. The bidders who fulfill the criteria mentioned at **Chapter - 3** and also submit the above documents & fulfill the criteria, considered as technically qualified subject to evaluation, verification & satisfaction by NMRC.

- (d) **Financial e-Bid** – Financial e-bid will comprise of Price bid – 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>). The bidder can bid for service/offered space as per fulfilling the eligibility criteria. The bidder should quote their financial bid against service/offered space fulfilling the eligibility criteria. The selection of bidder will be on H1 quote basis among the received financial quote for service/offered space. *Financial Quote should be in terms of per sqm per month fixed rental fee rate and per ad month per vending machine advertisement fee rate(For 1<sup>st</sup> year)* in figures and words both. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. Bidders will be required to quote, as their Financial Bid, in the prescribed form in Annexure 10. The Minimum Fixed Rental Fee per month shall be Rs. 63,000/- for all the 21 Metro Stations for 63 vending machines and the minimum advertisement fee shall be Rs. 200 per advertisement per month per vending machine. The quoted monthly rental fee shall be equal to or more than the minimum reserved rental/advertisement fee fixed. If the Bidder quote below the minimum reserved license fee, their bid will be rejected and EMD will be forfeited.

**5.15 E-Bid form**

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document.

**5.16 E-Bid Currency**

Prices shall be quoted in Indian Rupees only.

**5.17 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.
- 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.

**5.18 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.

**5.19 Preparations & Submission of e-Bid**

- a) The bidders who have downloaded the RFP/tender Document from the website [www.nmrcnoida.com](http://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.

**The Bidders have to follow the following instructions for submission of their e-Bid:**

- f. 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).

- 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.

#### **5.20 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.

#### **5.21 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 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.

**5.22 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.

**5.23 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.

**5.24 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.

**5.25 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.

**5.26** 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.

**5.27** The bidders are advised to keep in constant touch with e-tendering portal <http://etender.up.nic.in> and [www.nmrcnoida.com](http://www.nmrcnoida.com) for updates and addendum/corrigendum (if any).

**5.28** In case of any grievance/complaints regarding this tender, the prospective bidders are advised to contact:-

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

CHAPTER-6

SUBMISSIONS & EVALUATION OF BIDS

- 6.1 The bid shall be submitted by the bidder with a Single Stage in two parts comprising of Technical Bid & Financial Bid. The bid should be furnished in the format as per annexures & documents required as per **clause 5.14 of Chapter - 5**. Both the Technical Bid and Financial Bid shall be submitted by the bidder on same date as mentioned in RFP Document/NIT or in corrigendum & addendum (if any). The financial offer of Bidder, who does not fulfill the Eligibility Criteria, shall be summarily rejected & also the financial offer of bidder, who does not technically qualified, shall not be opened.
- 6.2 The documents including this RFP Document and all attached documents, provided by NMRC shall remain or become the properties of NMRC and are transmitted to bidders solely for the purpose of preparation and submission of e Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The provisions of this Clause shall also apply to Bids and all other documents submitted by the Bidders, and NMRC shall not return to the Bidders any Bid, Document or any information provided along with.
- 6.3 **Verification and Disqualification**  
NMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Document and the Bidder shall, if and when so required by NMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NMRC shall not relieve bidder of its obligations or liabilities hereunder nor shall it affect any rights of NMRC there under.
- 6.4 Bid Documents submitted other than prescribed mode shall not be entertained and shall be summarily rejected. Bid document received after due date and time shall also be summarily rejected. Bid document received without due EMD and Bid processing Fee shall also be summarily rejected.
- 6.5 NMRC shall open the Technical Bid as per the Schedule mentioned in the RFP Document, NIT or as per addendum/corrigendum (if any) in presence of the Bidders who choose to attend. The Bidder's representatives who are present shall submit the letter to NMRC on the letter head of the company stating that the representative (name) is authorized to attend the meeting (Please note – The representative is required to carry a copy during pre-bid and other related meetings as well). He / She shall sign a register/attendance sheet evidencing their attendance at NMRC. In the event of the specified date of e-Bid opening being declared a holiday for the NMRC, the e –bid(s) shall be opened at the appointed time and place on the next working day. The Bidders names and the presence or absence of requisite e-Bid Security/EMD & Bid Processing Fee and such other details as NMRC at its discretion may consider appropriate, will be announced at the opening of e-bid. NMRC will subsequently examine and evaluate the Technical Bid in accordance with the eligibility criteria set out in this RFP/Tender Document.
- 6.6 The Financial Bid shall be opened on a subsequent date after evaluation of Technical Bid/eligibility. Financial bids of only those bidders, whose submissions are found to fulfill the eligibility criteria as stipulated in this RFP Document, shall be opened. The time of opening of Financial Bid shall be informed separately to the Technically Qualified/Eligible bidders and Eligible Bidders can be present to witness the opening of the Financial Bid. The Bidder(s), who does not fulfill the eligibility criteria, shall be summarily rejected & their financial offer shall not be opened. NMRC shall notify those Bidders whose technical e-Bids were considered non-responsive/non-qualified to the conditions of the RFP Documents and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids will not be opened.
- 6.7 **Correction of Errors**  
a) Financial Bids determined to be responsive will be checked by NMRC for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.  
b) The amount stated in the Financial Bid will be adjusted by NMRC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his e-Bid Security shall be liable for forfeiture.
- 6.8 **Examination of e-Bid document**  
The NMRC will examine the e-Bid to determine if:  
i) They are complete;  
ii) They meet all the conditions of the RFP document & its addendum/corrigendum (if any)  
iii) The required e-Bid Processing fee, EMD and other required documents have been furnished;

- iv) The documents have been properly digitally signed; and
- v) The e-Bids are in order.
- vi) Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.
- vii) In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Metro Rail Corporation works and legal proceeding can also be initiated. EMD of such bidders will also be forfeited.

**6.9 Evaluation of Bids:-**

The evaluation and assessment for the selection of the bidder shall be based on the Bid variable i.e. H1 financial quote in terms of total of fixed rental fee rate per sqm per month and advertisement fee rate per ad per month per vending machine. The Technically eligible bidder, quoting the highest value in terms of total of per sqm per month **Fixed rental fee rate for offered space** and per ad per month per vending machine **Advertisement fee rate shall** be the Highest Bidder (H1) whose offer shall be evaluated and assessed by NMRC. In case the bids of two or more bidders are equal and that are the highest bidder, then the bidder having the highest years of work experience will be selected for awarding of contract. Further, in case, two or more responsive bidders have the same higher/ highest years of work experience, then the decision shall be taken by MD, NMRC which will be final & binding and notified to the concerned Bidders.

**6.10** 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 the 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.

**6.11** After acknowledgement of the NOA through Letter of Acceptance and compliance of its terms and deposit payments, the Licensed Space 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.

**6.12 Confidentiality:** - Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NMRC in relation to or matters arising out of or concerning the Bidding process. NMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or NMRC as may be required by law or in connection with any legal process.



**Annexures to RFP**

**Annexure 1: Detail of Offered Space: -**

<b>SI. No.</b>	<b>Number of Metro Station</b>	<b>Number of Vending Machine at Each Station</b>	<b>Tentative area offered (In Sqm)</b>
1.	All 21 Metro Stations of Aqua Line	3	Maximum 1 Sqm per Vending Machine <b>(63 Sqm in total)</b>

Note:-

- a. The mobile power bank charging vending machine shall be setup at concourse level (01 No.) and platform (02 Nos.) i.e., 03 Nos. vending machine each at all the 21 metro stations.
- b. NMRC reserves the right to relocate the vending machines if it found necessary to do so.

**Annexure-2 Letter of Proposal Submission**

[Location, Date]

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

Name of Work :- **Tender for the Selection of Service Provider for on-the-go Mobile Power Bank Rental Service at all the 21 Metro Stations of Aqua Line**

Dear Sir,

We, the undersigned, offer to provide the said service at all 21 Metro Station belongs to Noida Metro Rail Corporation Ltd. In accordance with your RFP Document floated in \_\_\_\_\_, **2024 [Insert Month]** 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 locations at all **Metro stations** and fully understand and comprehend the technical, financial, commercial and investment requirements.

We have filled the complete information correctly in **Annexure 13: Bid Details.**

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

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

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Yours Sincerely,

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

Name and Title of Signatory:

Name and address of Firm:

**Annexure-3: - Firm Details**

Title and name of the Work: - **Tender for the Selection of Service Provider for on-the-go Mobile Power Bank Rental Service at all the 21 Metro Stations of Aqua Line**

1. State the structure of the Bidder's organization (Bidders to complete/delete as appropriate):  
Sole Bidder (Consortium/JV not allowed):- \_\_\_\_\_

2. For Bidders who are individual companies or firms, State the following:-  
Name of Company or Firm.....

Legal Status (e.g. incorporated private company, proprietorship, Partnership 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:-  
.....  
.....  
.....

Authorized 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

Note:-

The Bidder is requested to submit Affidavit in case of a Sole Proprietorship which is duly notarized Letter of Incorporation, MOA & AOA in case of company and Partnership Deed along with partnership registration certificate in case of Partnership Firm & LLP for legal status of tenderer.

**Annexure 4: 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: \_\_\_\_\_ (Insert)

Name of Work: **Tender for the Selection of Service Provider for on-the-go Mobile Power Bank Rental Service at all the 21 Metro Stations of Aqua Line**

Name of Bidder: \_\_\_\_\_

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>To be Filled by the Bidder</b>
<b>1.0</b>	Sole proprietorship, registered partnership firm (Including LLP), public limited company, private limited company can submit the Bid. The firms and the companies should be registered in India.	
<b>2.0</b>	The Bidder should not have 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/ orders of Ministry of Commerce, applicable for all ministries, as on date of tender submission in last five financial years.	Yes/No (Strike out whichever is not applicable))
<b>3.0</b>	Details of the Work Experience  <i>Note: Applicants are required to submit supporting documentary proofs such as Agreement/ Work Order/ LOA/ Completion certificates.</i>  <i>Applicant may fill separate sheet for each project.</i>	
<b>a)</b>	The bidder should have been operational for minimum of 03 (three) years in on-the-go mobile power bank rental service work in India.	
<b>b)</b>	The bidder should have undertaken at least 10 (ten) on-the-go mobile power bank rental service work in last 3 (three) Financial Years at public places such as malls, metro stations, airports, bus & railway stations, schools, colleges etc.	
<b>c)</b>	The bidder should have minimum 03 (three) years' experience in the advertising display business at public places and be empanelled with the Directorate of Advertising and Visual Publicity (DAVP).	

Signature of Authorized Signatory with seal

**Annexure 5: Memorandum**

**Name of Work: Tender for the Selection of Service Provider for on-the-go Mobile Power Bank Rental Service at all the 21 Metro Stations of Aqua Line**

:

**Tender Reference 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 hereby declare that I 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.

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Signature of Authorized Signatory with seal

Dated:

Witness:

Address:

Occupation

**Note: To be signed by the Bidder**

**Annexure 6: Undertaking**

**Name of Work: Tender for the Selection of Service Provider for on-the-go Mobile Power Bank Rental Service at all the 21 Metro Stations of Aqua Line**

**Tender Reference No. :** \_\_\_\_\_

I confirm that I/ Bidder/ 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.

In case at a subsequent date If I/We, the successful bidder/licensee 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 confirm that I/ Bidder/ **[have/ don't have any]** pending litigations, non-performing contracts and surrendered contracts during last 5 years.

---

Signature of the Authorized Signatory with seal

Dated:

Witness:

Address:

Occupation

**Note:**

**To be signed by the Bidder**

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

**Annexure 7: 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 '**Tender for the Selection of Service Provider for on-the-go Mobile Power Bank Rental Service at all the 21 Metro Stations of Aqua Line**' in response to the RFP Document floated in \_\_\_\_\_, **2024 (Insert Month)** 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 authorized 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 authorized)  
(Name, designation and address of the authorised)

.....  
Signature and stamp of Notary of the place of execution

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

WITNESS

1. ....

(Signature)

Name .....

Designation.....

2. ....

(Signature)

Name .....

Designation.....

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and the same should be under common seal of the authorized 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).

Note: - Notarized POA is required. In case of company, Board Resolution in favor of person authorized is required along with MOA & Articles of association. In case of partnership, partnership agreement is required. In case of sole proprietorship, affidavit is required. In other case, legal constitution document is required.

**(Indicative only, must be submitted as appropriate)**



**Annexure 8: Salable Form for Tender Document**

Name of Work/Tender:- **Tender for the Selection of Service Provider for on-the-go Mobile Power Bank Rental Service at all the 21 Metro Stations of Aqua Line**

**DETAILS OF BID PROCESSING FEE ATTACHED**

The required fee of Bid Processing Fee has been deposited in \_\_\_\_\_ Bank A/c No. \_\_\_\_\_(Insert A/c No.) through RTGS/NEFT vide **UTR No.**.....dated.....of Bank \_\_\_\_\_(Insert 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. \_\_\_\_\_(Insert A/c No.) through RTGS/NEFT vide **UTR No.**.....dated.....of Bank \_\_\_\_\_(Insert 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

**Annexure 9: Declaration of Refund of Earnest Money**

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	TAN No.	<input type="text"/>
9	GST No.	<input type="text"/>
10	TAN No. (If any)	<input type="text"/>
11	Mobile/Ph. 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

**Annexure 10: Bid Offer/ BOQ (Format)**

To

The CGM (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: - Tender for the Selection of Service Provider for on-the-go Mobile Power Bank Rental Service at all the 21 Metro Stations of Aqua Line

Dear Sir,

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

I/we hereby quote the following License fee in Terms of total of fixed rental fee rate per sqm per month multiplied by total offered space and advertisement fee rate per advertisement per month per vending machine multiplied by total number of vending machines: -

Sl. No.	Item Description	Quantity	Units	Estimated Rate (minimum fee)	BASIC RATE In Figures to be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes
1	2	3	4	5	6	7
1	License fee in terms of total of fixed rental fee rate per sqm per month multiplied by total offered space for vending machine	21 Metro Station x 3 vending Machines of 1 Sqm each at each Metro Station i.e. 63	per sqm	1000.00*		
2	<b>Advertisement fee rate per adv. per month per vending machine multiplied by total number of vending machines</b>	21 Metro Station x 3 screens at each Metro Station i.e. 63	per screen	200.00**		

\*Minimum Fixed Rental Fee per sqm per month is Rs. 1000/- and total minimum fixed rental fee shall amount to Rs. 63,000/- for all the 21 Metro Stations for 63 vending machines. The quoted fixed rental fee shall be equal to or more than the minimum fixed rental fee. If the Bidder quotes below the minimum fixed rental fee, their bid will be rejected.

\*\*Minimum advertisement fee is Rs. 200/- per advertisement per month per vending machine. The quoted advertisement fee shall be equal to or more than the minimum advertisement fee. If the Bidder quotes below the minimum advertisement fee, their bid will be rejected.

The successful bidder must pay the quoted amount of per advertisement per month per vending machine or revenue share of 25% of the total advertisement revenue, whichever is higher. For revenue share, the successful bidder shall be required to submit a detailed purchase order for each advertisement transaction prior to the display of advertisement.

The purchase order must include, but is not limited to, the following information:

- i. Description of the advertisement and Metro Station location
- ii. Duration of the advertising campaign.
- iii. Rates and total amounts charged for the advertisement.

Failure to submit the purchase order within the specified timeframe shall result in penalties as per RFP conditions.

Note

- a) The evaluation and assessment for the selection of the bidder shall be based on the Bid variable i.e., H1 financial quote in terms of total of Fixed rental Fee rate per sqm per month and advertisement fee rate per ad per month per vending machine.
- b) The quoted licensee fee rate (Rental Fee + Advertisement Fee) are excluding taxes. Applicable taxes shall be paid in addition to the quoted license fee.
- c) The license fee rate (Rental Fee + Advertisement Fee) will be escalated @ 20% after completion of each three years of license period on compounding basis.
- d) The above Financial quote will be applicable for 1st Year of License Period in rupees, payable to NMRC and will be escalated as per RFP condition.

Signature of Authorized Signatory with seal

\*Strike Out whichever is not applicable

Signature of Authorized Signatory with seal

**Annexure 11 Performa for Clarifications/Amendments in 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:

**Annexure- 12: Undertaking For Downloaded Tender Document**

**(On letter head of the bidder)**

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 hereby give our acceptance to all the terms and conditions of the RFP/bid document as well as the draft licensee agreement.

Signature of Authorized Signatory with seal

Name:

Date:

**Annexure - 13: 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.

**Must not left blank and must write YES, NO or NOT APPLICABLE.**

S.No.	Particulars	*Attached	Page no.
		Yes / No / Not Applicable	(Mandatory)
1	Bid Processing Fees duly certified by Bank & Self attested <b>(Mandatory Submission)</b>		
2	Earnest Money Deposit duly certified by Bank & Self attested <b>(Mandatory Submission)</b>		
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), <b>(Mandatory Submission)</b>		
4	Self-attested copy of PAN card of the company/firm; the GST registration <b>(Mandatory Submission)</b>		
5	List of Pending Litigations, Non-Performing Contracts and Surrendered Contracts during last 5 (five) years <b>(Mandatory Submission, if any)</b>		
6	<b>Annexure 2:</b> Letter of Proposal Submission <b>(Mandatory Submission)</b>		
7	<b>Annexure 3:</b> Firm Details <b>(Mandatory Submission)</b>		
8	<b>Annexure 4:</b> Capability Statement <b>(Mandatory Submission)</b>		
9	<b>Annexure 5:</b> Memorandum <b>(Mandatory Submission)</b>		
10	<b>Annexure 6:</b> Undertaking <b>(Mandatory Submission)</b>		
11	<b>Annexure 7:</b> Power of Attorney <b>(Mandatory Submission)</b>		
12	<b>Annexure 8:</b> Salable Form for RFP/ Tender Document <b>(Mandatory submission)</b>		
13	<b>Annexure 9:</b> Declaration of Refund of Earnest Money		
14	<b>Annexure 10:</b> BOQ Format <b>(To be submitted in xls format of BOQ only )</b>		
15	<b>Annexure 11:</b> Proforma for Clarifications/Amendments on the RFP/Bid Document		
16	<b>Annexure 12 :</b> Undertaking For Downloaded Tender Document <b>(Mandatory Submission)</b>		
17	<b>Annexure 13 :</b> Bid Details <b>(Mandatory submission)</b>		
18	Self-Undertaking regarding submission of all mandatory documents <b>(Mandatory submission)</b>		
19	Any other document asked by the NMRC if submitted, specify the documents Or Any other document which the Tenderer considers relevant		
20	Duly signed RFP Document		

\*Mention Yes/No/Not Applicable, should not be left blank.

Signature of Authorized Signatory with seal

Section - 1

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

THIS AGREEMENT made on the .....day 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..... (herein 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

NMRC, with a view to augment its earnings other than fare box revenue, had invited Request for Proposal (RFP) from interested parties for "The Selection of Service Provider for on-the-go Mobile Power Bank Rental Service at all the 21 Metro Stations of Aqua Line" as per detail at Annexure - A through open e-bidding tendering process. Based on the fulfillment of eligibility criteria as laid down in RFP document and out come of e – bidding tendering process, , the successful bidder M/s \_\_\_\_\_ (Name of Licensee), the licensee, has been selected for assigning the work of providing on-the-go mobile power bank rental service at 21 Metro Stations of Aqua Line. The Licensee has accepted this contract for the execution and completion of the work.

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP documents/License Agreement referred to.

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 part of and be read and construed as an integral part of this License Agreement, namely:

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

The Licensee hereby covenants as follows: -

1. 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. This NGN corridor is well connected with



DMRC's blue line service at Sec-52. Through this Metro Service, NMRC desires to provide a world-class Public Transportation System with state-of-the-art technology. NMRC has also undertaken to capture value from real estate in such a manner that on one hand it gives sustainable additional revenue other than fare box collection to the corporation and on other hand facilitating NMRC commuters by providing one stop solution for most of their needs. It also provides incentive for private sector participant developers. Through this bid, NMRC intends to select a 'Licensee' to take up on "License Basis" the offered space at all 21 Metro Stations of Aqua Line to provide on-the-go mobile power bank rental service.

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/locations of the Tendered/Offered Space(s) in detail and fully understands and comprehends the technical & other requirements. The Licensee also confirms full satisfaction as to the business viability of Tendered/Offered Space 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 whatsoever 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.

3. NMRC shall consider the following price, as quoted by the Licensee as part of financial bid:

Sl. No.	Item Description	Quantity	Units	Estimated Rate (minimum fee)	BASIC RATE In Figures to be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes
1	2	3	4	5	6	7
1	Fixed rental fee rate per sqm per month multiplied by total offered space for vending machine	21 Metro Station x 3 vending Machines of 1 Sqm each at each Metro Station i.e. 63	per sqm per month	1000.00*		
2	Advertisement fee rate per adv. per month per vending machine multiplied by total number of vending machines	21 Metro Station x 3 screens at each Metro Station i.e. 63	Per advertisement per screen per month	200.00**		

- a. The license fee rate (Rental fee + Advertisement Fee) will be escalated @ 20% after completion of each three years of license period on compounding basis.
- b. The quoted licensee fee rate (Rental Fee + Advertisement Fee) are excluding taxes. Applicable taxes shall be paid in addition to the quoted license fee.

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 (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](http://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 Authorized 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 \_\_\_\_\_  
\_\_\_\_\_

**Glossary/Definitions**

- a. **"Addendum / Amendment"** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders;
- b. **"Agreement"** means the License Agreement to be executed between NMRC and the selected bidder.
- c. **"Applicable Laws"** means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also 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. **"Bank Guarantee"** means Guarantee issued by a scheduled commercial bank in favour of NMRC Ltd.
- e. **"Bidder"** or **"Tenderer"** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, which is submitting its bid pursuant to RFP Documents
- f. **"Bid Due Date"** means Bid Submission end date and time given in the E-tender
- g. **"Bid processing fee"** means Cost of RFP/Tender Document which is Non-refundable in nature.
- h. **"E-Bid Security"** means the Earnest Money Deposit (EMD)/refundable amount to be submitted by the Bidder along with RFP document to NMRC
- i. **"Highest Bidder"** means the Bidder, who quotes the highest License Fees
- j. **"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 post issuance of Notice of Award.
- k. **"License"** means the Commercial development Rights/Activities granted by NMRC to the Licensee at Metro Station under terms and conditions of the License Agreement.
- l. **"Licensee"** means the Selected Bidder, who has executed the License Agreement with NMRC pursuant to the conclusion of the bidding process.
- m. **"License Fee"** means the amount payable by the Licensee to NMRC as per terms and conditions of the License Agreement.
- n. **"License Period"** means a total contract period of License subsequent to expiry of fitment period after handing over of the space/premises/station.
- o. **"LOA"** means Letter of Acceptance given by licensee in response of the Notice of Award issued by NMRC.
- p. **"NMRC"** means Noida Metro Rail Corporation Limited ( or "Corporation" or "Licensor")
- q. **"Offered Space"** means the space offered on 'as is where basis' on which the said service as per scope mentioned in the RFP can be done.
- r. **"Notice of Award (NOA)"** means the written notice issued by NMRC to the Selected Bidder(s)intimating the acceptance of Selected Bidder's Proposal for the award of License
- s. **"Party"** means Licensee or Licensor (together they are called **"Parties"**)
- t. **Power Bank Rental Service means:** a convenient service that allows users to rent portable power banks on a pay-per-use basis. These power banks can be borrowed, used to charge devices such as smartphones, tablets earphones, smartwatches and other mobile devices and return them to the same or any other charging station of a similar brand after charging or a predetermined period of time.
- u. **"Permits"** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- v. **"Re. or Rs. or INR"** means Indian Rupee
- w. **"Selected Bidder"** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of License.
- x. **"Service"** means providing on-the-go mobile power rental service.

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

**Scope of work:**

- a) The licensee shall set up the mobile power bank charging vending machine **at concourse level (01 No.) and platform (02 Nos.)** i.e., **03 Nos.** vending machine each at all the 21 metro stations. It is mandatory that the licensee shall ensure installation of vending machine at all the 21 metro stations of Aqua Line.
- b) Each vending machine shall consist of a minimum 24 slots for mobile power bank.
- c) At each metro station, total **3 sqm space** (1 sqm at concourse level & 2 sqm at platform level) will be provided by NMRC to set up the **3 Nos. of vending machines.**
- d) Successful Bidder shall have the rights to utilize an offered space of 1 sqm per vending machine for providing on-the-go mobile power bank rental service, i.e., a total of 63 sqm at all the 21 metro stations.
- e) The offered space as per this RFP/Tender Document will be provided on **“as is where is basis”**.
- f) NMRC retains the right to relocate the vending machines if there is a need to do so.
- g) License period shall be for an initial period of **three (3) years** which can be further extendable for another **two (2) years** with mutual consent between parties. The License period will be immediately start after the expiry of fitment period of **30 days** from the date of handover of the Offered Space. There is a lock in period of **one (01) year** in License Period.
- h) The licensee shall be required to execute all work at their own cost and as per NMRC specifications as required for business development at the offered space.
- i) The licensee shall Operate, Manage and Maintain the entire offered space with adequately trained and experienced team for responsibilities as defined in this RFP/Tender Document.
- j) The licensee shall submit design of the power bank vending machine. The vending machine shall not occupy space more than one square meter.
- k) NMRC will provide power required for the mobile power bank charging vending machine and the rental rate to be quoted shall be inclusive of power provided the total utilization shall not exceed 30 units a month per vending machine. If total utilisation exceeds 30 units a month per vending machine, then licensee is required to install electric sub meter.
- l) The licensee shall be required to pay fixed rental fee per sqm per month. The licensee shall also offer advertisement revenue per ad per month per vending machine.
- m) In order to enhance the revenue generation NMRC expects that the power bank vending machine will have LED screens to generate advertisement revenue to be shared with NMRC along with a fixed rental for the space occupied by the power bank vending machine. The maximum size of the LED screen shall not be more than 25 inches.
- n) Since NMRC is expecting revenue from advertisement as well, the interested party should be empaneled with the Directorate of Advertising and Visual Publicity (DAVP). NMRC may also want to exhibit few social messages, station information or notification, through this platform, for which there will not be any charges.
- o) The cost charged by the successful bidder against the services to the commuters would be decision of the bidder.
- p) The licensee shall be required to provide 1 year subscription plan to 5 top management staffs of NMRC.

Section: 4

License Period & Exit from License Agreement

- 4.1 License period shall be for an initial period of **three (3) years** which can be further extendable for another **two (2) years** with mutual consent between parties. The License period will be immediately start after the expiry of fitment period of **30 days** from the date of handover of the Offered Space. There is a lock in period of **one (01) year** in License Period. Tendered Space shall be handed over within seven (07) days from the date of receipt of full payment as stipulated in Notice Of Award or any other date as intimated by NMRC. After the successful completion of the present contract period (3+2 years), the licensee/operating agency will be given 1<sup>st</sup> right of refusal for the highest rate received through open tender. Nil fitment period will be given in such case to operating agency.
- 4.2. The License Agreement shall be executed within 30 days of handing over of Space.
- 4.3. If the Licensee is desirous of surrendering and exiting from the license agreement 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.
- 4.4 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 (03) 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 passing of initial nine 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 outstanding dues, if any, payable on the part of Licensee. However, 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 their establishment(s)/installations/fixtures etc. from NMRC premises *after availing 30 days grace period immediately after the completion of Three (03) Months advance notice period, however, all utility (if any) will be disconnected/discontinued immediately after completion of Three (03) Months' notice period.*
- 4.5. 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 (03) 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 for period shorter than Three (03) Months' 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 installation/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 their installations/fixtures/establishment(s) etc. from NMRC premises *after availing 30 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.
- 4.6. **On Operational Ground:** NMRC reserve the rights to terminate the License Agreement by giving **Forty Five (45) days** advance notice on operational ground during the currency of the

contract. 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 also 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. All utility will be disconnected/discontinued immediately after **Forty Five (45) days'** notice period.

*Fifteen (15) days grace period will be allowed to licensee to remove all their installations/establishments/fixtures immediately after completion of Forty Five (45) days advance notice period, failing which these installations/establishments/fixtures etc. shall become property of NMRC at "0"/nil value.*

- 4.7 No partial surrender of licensed space or part of the licensed space/area which has been handed over to the Licensee by NMRC shall be permissible during the currency of the License Agreement.



Section - 5

**License Fee, Payment Terms & Non-Payment of Dues**

**5.1 License Fee**

The licensee is liable to pay to NMRC the amount of License Fee which is calculated as per rate quoted by licensee i.e.

- a) total of fixed rental Fee rate per sqm per month multiplied by total offered space and
- b) advertisement fee rate per ad per month per vending machine multiplied by total number of vending machines or revenue share of 25% of the total advertisement revenue, whichever is higher..

The License Fee will be escalated @ 20% (Twenty Percent) on compounding basis after completion of every three years of License Period.

**5.2 Schedule of Payments:-**

- a) 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.....

**Adjustment of 1<sup>st</sup> Advance License Fee & taxes and payment for coming advance quarter:-**

Suppose if License Fee starts in the mid of any quarter i.e. say from 15<sup>th</sup> July, then, 1<sup>st</sup> advance License Fee & taxes paid by the Licensee against NOA will be exhausted on 14<sup>th</sup> October. NMRC asks Licensee to pay License fee & other taxes for the period from 15<sup>th</sup> October to 31<sup>st</sup> 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 & whenever intimated to the licensee.

**5.3. Payment Terms**

- a) The Licensee shall preferably make payment of the license fee and other dues to NMRC by E-Mode i.e. RTGS/NEFT in the designated bank account of NMRC after obtaining prior approval of NMRC and complying with the laid down procedure.
- b) The re-conciliation of license fee and other dues shall be carried out Six Monthly. Based on re-conciliation, the adjustment of license fee & other dues payable to NMRC shall be carried out along with Interest free Security Deposited/Performance Security (If any) with payment of License Fees of next Quarter.
- c) Payment shall be made free from all claims, demands, set offs and counter claims of any kind against the NMRC.
- d) The Licensee agrees voluntarily and unequivocally to make all payments to NMRC as may be due before the due date, without waiting for any formal advice/invoice from NMRC. 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.
- e) All the due payments must be made on or before due date mentioned in the letter/invoices/ in any other communication.
- f) NMRC reserves the right to request the licensee to establish and maintain an escrow account for the purpose of holding the revenue generated from advertisement. The escrow account shall be set up within 30 days from the date of the request by the NMRC.

**5.4. 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 and 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 **15<sup>th</sup> 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 16<sup>th</sup> 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 **Thirty (30) 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 three (03) days of issue of notice of such termination by NMRC.



**Section - 6**

**6.1 Interest Free Security Deposit / Performance Security**

The Licensee shall pay Interest Free Security Deposit / Performance Security to NMRC in advance equivalent to the amount of initial **six months License Fee which is calculated as quoted rate of licensee i.e. total of fixed rental Fee rate per sqm per month multiplied by total offered space and advertisement fee rate per ad per month per vending machine multiplied by total number of vending machines**. If actual handed over space will be less than the offered area, no adjustment in interest free security deposit will be done by NMRC, however, if actual handed over area will be more than offered area (variation beyond 10%), the differential Security Deposit will also be paid by Licensee. The interest free security deposit can be paid within Thirty (30) days of Letter of Acceptance given by Licensee. The interest free Security Deposit/ Performance Security shall be accepted in the form of DD/FDR or unconditional and irrevocable Bank Guarantee bond issued by a scheduled commercial bank in favour of NMRC Ltd. The Bank Guarantee must be issued by a bank branch located in Delhi, NCR, Noida, Greater Noida & Gurugram region only. If required, the Bank Guarantee shall be extended and renewed in advance before the expiry of existing Bank Guarantee in favour of NMRC valid up to the date of completion of license period plus Six (06) months, failing which the previous Bank Guarantee shall be invoked and encashed by NMRC without any prior intimation to the licensee. The Bank Guarantee must also be kept alive/renewed further, 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 intimation to the licensee.

The interest free security deposit can be paid within Thirty (30) days of Letter of Acceptance. An extended period of 30 days after 31<sup>st</sup> day from date of issue of LOA, to honour and make payment of Interest Free Security Deposit along with interest shall be applicable as under:-

<b>Days from the Issuance of LOA</b>	<b>Rate of Interest for NOA payments</b>
Within 30 days	Nil
31 <sup>st</sup> to 45 <sup>th</sup> day	@ 3% flat on interest free security deposit/performance security amount remaining unpaid after 30 days from the date of issue of LOA.
46 <sup>th</sup> to 60 <sup>th</sup> day	@ 4% flat on interest free security deposit/performance security amount remaining unpaid after 30/45 days from the date of issue of LOA, as applicable

If Licensee fails to make the payment of interest free security deposit/performance security within the stipulated extended time frame of 60 days from the date of issue of LOA, the NOA and LOA may stand cancelled and EMD & any other payments made to NMRC shall be forfeited in favour of NMRC Limited. No request for extension of time in making the LOA payment shall be considered.

**6.2** EMD amount of successful bidder shall be adjusted in the performance security/1<sup>st</sup> advance License Fee (as case may be).

**6.3** Before the start of work by the Licensee, License Agreement will have to be signed by the Licensee at his cost on proper stamp paper. Without performance guarantee by Licensee, License Agreement shall not be signed.

**6.4** Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period & In case of surrender of license after completion of lock in period as per the provisions of the Agreement, after adjusting any dues payable to NMRC and after final settlement, without consideration of any interest after completion of License Agreement.

**6.5** NMRC reserves the right for deduction of NMRC dues from Licensee's Interest Free Security Deposit / Performance Security for –

- (i) Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Licensee.
- (ii) Any amount which NMRC becomes liable to the Government / Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
- (iii) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
- (iv) Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.

Once the amount under above Clause is debited, the Licensee shall replenish the Interest Free Security Deposit/ Performance Security to the extent the amount is debited within 15 days period after intimation of such debit, failing which, it shall be treated as Licensee Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and License Agreement.

**Section - 7**

**7.1 Taxes and Other Statutory Dues**

- a) The GST and other Taxes, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.
- b) Advertisement tax if applicable shall be paid to the concerned authority.
- b) The property tax applicable, if any, on the property of NMRC shall be borne by NMRC.
- c) All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this License.
- d) The Licensee and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.
- e) Payment of stamp duty on agreement and cost involved on registration of license agreement with appropriate authority, if any, to be executed in pursuance of this Tender/License Agreement/Contract, will be solely borne by Licensee.
- 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.

**DEVELOPMENT, MAINTENANCE AND OPERATION OF LICENSED SPACE**

**8.1 Development of Licensed Space:**

Licensee shall be permitted to carry out the said services on the licensed space, like as defined in this license agreement along with utilities like power supply provided that:-

- a) All the development work on the offered Space(s) shall duly adhere to the provision of all Applicable Laws.  
It shall be the Licensee's sole responsibility to obtain all necessary clearance/ approval/ sanction from NMRC and other competent civic authorities for development/ modifications, fire protection system, etc. NMRC shall only provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.
- b) The facilities and works being undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the users/commuters.  
No material shall be stored or kept outside the site or in common area meant for movement of persons/commuters.
- c) Licensee shall bear all risk & cost and consequences of undertaking the said service in Licensed Space.
- d) The Licensee is expected to apply & obtain all necessary approvals/ permissions timely to complete all installing activities within specified fitment period of **30 days** from handing over the site. For any delay in completion of work, NMRC shall not be responsible. In any case, the License Fee shall become chargeable after the specified fitment period.

**8.2 Operation & Maintenance of Licensed Space**

Permissible usage of premises:-

- a) Licensee may allow to use the licensed space(s) for said services as per scope of work but only after obtaining prior written approval of NMRC.
- b) Licensee shall keep and maintain the Licensed Space in neat & clean, safe & sound by maintaining it properly at their own cost during the License Period.
- c) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of NMRC's electrical inspectors/ authorized representative shall be complied by the licensee at their own cost. The licensee shall make all the electrical provision as per guidelines of concerned authority.
- e) In case of any accident caused due to negligence of the Licensee resulting into injury/ death to NMRC employees/ other users/ any person or loss to NMRC property, Licensee shall compensate the loss(es), without prejudice to other actions under this Agreement at the sole discretion of NMRC, including termination of Agreement.
- f) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by NMRC fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- g) The overall control and supervision of the premises shall remain vested with NMRC who shall have right to inspect the whole or part of the licensed spaces as and when considered necessary, with respect to its bona-fide use and in connection with fulfillment of the other terms and conditions of the license agreement.
- h) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of NMRC for inspection of Licensed Space or for repair of NMRC utilities passing through the Licensed Space at any time and to abide by and comply with all instructions as may be indicated by the fire officer & other officials. If any fixtures or utility relating to operation of the Metro Trains/Stations is running through the licensed area, proper protection as advised by NMRC shall be done by Licensee.
- i) Licensee and their employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of Metro Operations, passenger safety, safety of NMRC properties and its assets.
- j) The Licensee and their authorized representatives including their sub-licensees or their further authorized representatives shall have free access to the licensed spaces at all the times.

**Encroachment**

The Licensee shall not encroach up common areas/circulating areas or any other space and restrict their operation within the area licensed. In case, the Licensee encroaches upon any other space, then a fine/ compensation shall be imposed by NMRC @ Rs.1,000/- on the first occasion, Rs.2,000/- on the second occasion and after that Rs. 3,000/- on successive repetition with a discretion to revoke the license for breach of contract.

**Section-9**

**9.1 Fine/Penalties**

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

i.	Any staff of Licensee found in drunken condition/ indulging in bad conduct.
ii.	Any staff of the Licensee found creating nuisance.
iii.	Improper maintenance & defacement of the Property.
iv.	Dishonor of drafts and Cheques given by Licensee in favour of NMRC. Cheques will be accepted only in emergent circumstances and with prior approval of HOD level official of NMRC
v.	Misbehavior with staff and commuters of NMRC.
vi.	Not following safety and security norms as may be indicated by authorized representative of NMRC.
vii.	Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.
viii.	Not following the instructions issued by NMRC authorities from time to time
ix.	Licensee displays advertisement without prior approval from NMRC.
x.	Any other offence(s) which deemed fit by NMRC for imposing penalty
xi.	For each late or incomplete purchase order submission.

- b) In the event of non-disclosure of revenue from any other source, a penalty equivalent to 50% of the undisclosed revenue for each instance of non-disclosure or underreporting.
- c) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by NMRC official not below the rank of Dy. HOD.
- d) It shall be the sole responsibility of the licensee to maintain law & order in its licensed premises. NMRC shall, in no way, will be responsible/accountable of any mis-happening in the premises given in license basis to licensee.

**Section: 10**

**10.1 Material breach of contract / Events of Default**

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

- a) If the Licensee is found guilty of persistently breaching as stipulated in this Agreement and carrying the business which is banned as per Annexure - B 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 or loss to NMRC property.
- f) If the Licensee makes any of the following changes in Ownership:
  - i) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.

**10.2 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 shall be entitled to terminate the License Agreement, in such case the Interest free security deposit shall be forfeited to NMRC as per the provisions of this License Agreement.

**10.3** 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.

**RIGHTS AND OBLIGATIONS**

**11.1 Licensee's Obligations:**

**11.1.1 General**

The Licensee shall always act, in respect of any matter relating to the License Agreement/Contract or to the Services, as faithful to the NMRC Ltd., and shall at all times support and safeguard the NMRC's legitimate interests in any dealings with Sub-Licensee or third Parties.

**11.1.2 Standard of Performance**

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

**11.1.3 Conflict of Interests**

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

**11.1.4 Prohibition of Conflicting Activities**

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

**11.1.5 Confidentiality**

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

**11.1.6 Accounting, Inspection and Auditing**

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

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

- a) to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
- b) to develop, operate and maintain the licensed area at all times in conformity with this Agreement;
- c) to furnish "As Built Drawings" of the premises with 30 days of completion of development work (If required)
- d) to ensure that no structural damage is caused to the existing buildings and other permanent and any structures at the licensed premises as a result of their activities or any of their agents, contractors, sub-Licensee, etc.;
- e) to take all reasonable steps to protect the environment (both on and off the Licensed Space ) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- f) 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;
- g) 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;
- h) not to permit any person, claiming through or under the License, to create or place any encumbrance or security interest over whole or any part of Licensee Licensed Space or their assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- i) to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Commuters or NMRC's activities.
- j) at all times, to afford access to the Licensed Space to the authorized representatives of NMRC, other persons duly authorized by any Governmental Agency having jurisdiction over the business of Licensed Space, to inspect the Licensed Space and to investigate any matter within their authority and upon reasonable notice; and

- k) to comply with the divestment requirements and hand over the Licensed Space to NMRC upon Termination of the Agreement;
- l) NMRC reserves the right to audit the successful bidder's financial records related to the advertisement transactions at any time during the lease period. The cost of auditing (if any) shall be borne by the successful bidder. The successful bidder shall cooperate fully with any such audit and provide access to all relevant documents and information.

**11.3** 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 further on behalf of the sub-Licensees, their employees and agents and any person acting under or for and on behalf of the Licensee or the sub-Licensees; contractor (s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, their agents or employees. The temporary structures to be installed by licensee at its own cost as per specifications, Design etc. approved by the NMRC.

**11.4** The Licensee shall at all times adhere to all provisions of the NMRC and amendments thereto and shall also comply with all notices and circulars issued by NMRC in this regard.

**11.5** No 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 by/ between the parties hereto that:

- a) The Licensee shall not have or claim any interest in the said licensed space as a tenant/sub-tenant or otherwise.
- b) The rights, which Licensee shall have in relation to the said licensed space, are only those set out in this Agreement.
- c) The relationship between 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

**11.6 Obligations of Licensor**

NMRC agrees to provide support to the Licensee and undertake to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws.



Section-12

General Conditions of Contract (GCC)

12.1 General Provisions

12.1.1. Governing law and jurisdiction

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

12.1.2. Notices

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

12.1.3. Authorized Representatives

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

12.1.4. Taxes and Duties

The GST, as applicable, shall also be borne by Licensee, in addition to the license fee. The property tax applicable, if any, on the property of NMRC shall be borne by NMRC. Under any eventuality if the revenue sharing cases arise with the local bodies, the same shall be taken care by NMRC out of its own fund. All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this License. The Licensee and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.

12.1.5. Fraud and Corrupt Practices

The Licensee 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 Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, 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/EMD or Interest Free Security Deposit/Performance Bank Guarantee, 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.

Further, without prejudice to the rights of NMRC and the rights and remedies which NMRC may have under the NOA or the License Agreement, or otherwise, such Bidder or Contractor shall also 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.

**For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:**

**“corrupt practice”** means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

**“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

**“collusive practices”** means a scheme or arrangement between the Licensee, with or without the knowledge of the corporation, designed to establish prices at artificial, non-competitive levels;



**“coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract

**12.1.6 Measures to be taken:**

The NMRC shall have right to cancel the engagement of the Licensee, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

**12.2. Commencement, Completion, Modification, Arbitration and Termination of Contract**

**12.2.1. Effectiveness of Contract**

This Contract shall come into effect on the date the Letter of Acceptance submitted by the Licensee & subsequently License Agreement is signed by both the parties and such other later date as discussed and agreed with the successful Bidder/Licensee.

**12.2.2 Commencement of Services**

The Licensee shall begin carrying out the Services from the date of Handing Over of the Space or any other such date as specified by the NMRC Ltd.

**12.2.3. Expiration of Contract**

Unless terminated earlier pursuant to Clauses of the License Agreement hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in RFP Document/License Agreement.

**12.2.4. Modifications or Variations**

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

**12.2.5. Force Majeure**

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 License Agreement/Contract impossible or so impractical as to be considered impossible under the circumstances.

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.

**Extension of Time:** Any period within which a Party shall, pursuant to this License Agreement/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.

**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.

**12.3 Good Faith**

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

**12.4 Settlement of Disputes**

**12.4.1 Amicable Settlement**

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

**Conciliation**

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

**12.4.2 Arbitration**

All disputes relating to this license 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 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.

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

**12.4.4 Rules governing Arbitration Proceedings:** The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, and 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.

**12.4.5 Jurisdiction**

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

**12.4.6 Cost**

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

**12.4.7 Indemnity**

The Licensee shall indemnify and hold harmless the Licensor, from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Licensee, his representative or his employees in the execution of the Services. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to sickness, or disease, or death of, or injury to any person; and loss of, or damage to, or destruction of any property including consequential loss of use.

Miscellaneous

- 13.1 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 including Pollution Control Board Guidelines regarding said services. 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 **said services in any portion of the offered 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.
- 13.2** 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.
- 13.3** 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
- 13.4** 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.
- 13.5 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 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.

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

- 13.6** 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.
- 13.7** 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 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.
- 13.8** 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.
- 13.9** 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 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.
- 13.10** 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.
- 13.11** **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.
- 13.12** **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 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 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.

**13.13 Electrical Specifications and Procedure for Release of Electric Power Supply**

**13.13.1** Electricity supply required from NMRC will be provided as per terms and conditions indicated in Annexure- Rules and Guidelines for release of Electric Power. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the commercial operation of the spaces allotted under this agreement. Licensee shall use energy efficient equipment.

**13.13.2** Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company / Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company / Agency. Uttar Pradesh Electricity Regulatory Commission policy and Electricity Act (as amended from time to time) shall be applicable.

**13.13.3** Electrical Equipment: All fittings/ erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters (if required), electrical MDI/TOD, etc. are to be installed as per NMRC's specifications by the Licensee at its own cost.

**13.13.4** The Licensee may also undertake electrical works for extension of power from nominated source under NMRC supervision and complying all codal provisions & NMRC specifications. The Licensee shall follow the provisions stipulated in Annexure.

**13.14 Maintenance of Licensed Space(s):-** Licensee shall keep and maintain the Licensed offered space in neat, clean condition and in safe & sound manner during all the time of License tenure. 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.

**13.15** 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 security deposit by NMRC shall be without prejudice to any other damages, rights or remedies applicable under law in its favor.



**REPRESENTATIONS AND WARRANTIES**

**14.1 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 Space;
- e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- g) 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 (if any) 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;
- h) 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;
- i) 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;
- j) 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;
- k) 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;
- l) 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.
- m) The Licensee shall make its own arrangements in engagement of its staff and labor and shall at no point represent to or claim that the staff, labor is being recruited for and on behalf of NMRC. The Licensee shall at all times comply and represent to the staff and labor employed/ engaged by them the requirement for complying with applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

**14.2 Obligation to notify change:**

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

**14.3 NMRC covenants:**

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.

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, 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.

Section-15

15.1 FORMAT FOR APPROVAL FOR SUBMISSION OF PAYMENTS VIA RTGS/NEFT/ECS

To,  
The Noida Metro Rail Corporation Ltd.  
O/o- CGM/Technical  
3<sup>rd</sup> Block, 3<sup>rd</sup> Floor  
Ganga shopping Complex  
Sector-29, Noida-201301  
Uttar Pradesh

**Sub: Request for approval for submission of payments via RTGS/ NEFT/ ECS in contract for \_\_\_\_\_ (Name of Contract) awarded to \_\_\_\_\_ (Name of licensee) by NMRC.**

Sir,

- 1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against afore mentioned contract/license agreement
- 2.) That, I/we \_\_\_\_\_ (Name of licensee/ authorized representative of company/ party/ licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.
- 3.) That, I/we also voluntarily agree to submit the details of payments to be deposited via RTGS/NEFT/ECS immediately after making the payments in physical form as well as other mode of communication i.e. email etc.
- 4.) I/we also understand that in case of non-compliances, it will be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

Name and designation of authorized representative of licensee for the said contract

Contact Number-

Email



Section-16

16.1 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 \_\_\_\_\_, (DELHI, NCR, Noida, Greater Noida, 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 favor of

The Noida Metro Rail Corporation Limited (hereinafter called "NMRC"), having its office at 3<sup>rd</sup> Floor, 3<sup>rd</sup> 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 Tender/Work) at \_\_\_\_\_ Metro Station in NMRC Network to M/s \_\_\_\_\_ (here in after called "Licensee").

NMRC has agreed to provide to the Licensee, \_\_\_\_\_ (Name of Tender/Work) on "as is where is basis" in accordance to NOA No. \_\_\_\_\_ dated \_\_\_\_\_ issued by NMRC Ltd.

Therein after referred to as \_\_\_\_\_ (Name of Tender/Work), 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) at \_\_\_\_\_ Metro Station 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.

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:

- 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 \_\_\_\_\_

Annexure-A

Annexure 1: Detail of Offered Space:-

Sl. No.	Details of Metro Station	Number of Vending Machine at Each Station	Tentative area offered (In Sqm)
1.	All 21 Metro Stations of Aqua Line	3	Maximum 1 Sqm per Vending Machine <b>(63 Sqm in total)</b>

Note:-

- a. *The mobile power bank charging vending machine shall be setup at concourse level (01 No.) and platform (02 Nos.) i.e., 03 Nos. vending machine each at all the 21 metro stations.*

Annexure - B

Factors governing selection of permissible advertisements

- a) The Licensee shall take into account the following aspects while selecting advertisements *to be displayed* and abide by all the instructions 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.
  - iii) The use of NMRC name, logo or title without prior written permission is strictly prohibited.
  - 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. Further, no advertisement which violates “Model Code of Conduct” shall be permitted during the period whereby “Model Code of Conduct” have 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 in Metro 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 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 should not be related to any activity which is considered unlawful/illegal as per the Indian law.