

**NOIDA METRO RAIL CORPORATION (NMRC) LIMITED**



**REQUEST FOR PROPOSAL (RFP)  
E - Tender No. NMRC/Co-Branding/138/2021**

**Co-Branding Rights at Metro Stations in NMRC Network**

**March - 2021**

**Issued by:**

**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, India**

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**Disclaimer**

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “Co-Branding along with outdoor and inside Station Advertisement Rights at *Metro Stations in NMRC Network*” contains brief information about the scope of work and selection process for the Bidder (‘the Licensee’ or “the Tenderer” or “the Applicant”) & Draft License Agreement (to be executed after award of contract). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The 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 “the Corporation”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of this RFP Document.

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.

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.

**Glossary/Definitions**

- a) **“Advertisements”** or **“Advertising”** means display of any advertisement material including pictures, printed material, electric / electronic media, smart posters, holographic images, visual display or any other innovative advertising media, etc. which are not objectionable or prohibited under various statutes, codes, policies, etc. as applicable from time to time.
- b) **“Advertising Tax”** means any amount payable to local government authorities as a result of public display of commercial messages or any other advertisement campaign.
- c) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders;
- d) **“Agreement”** means the License Agreement to be executed between NMRC and the selected bidder.
- e) **“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
- f) **“Bank Guarantee”** means Guarantee issued by a scheduled commercial bank in favour of NMRC
- g) **“Bidder”** or **“Tenderer”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Consortium and its Successor in title and assigns which is submitting its bid pursuant to RFP Documents
- h) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender
- i) **“Bid Processing fee”** means *Bid document Cost*.
- j) **“Co-Branding”** means the right assigned to the Licensee to only suffix and prefix any brand name with the name of licensed Metro Station along with other rights in accordance with terms & conditions of the license agreement (or **“Project”**)
- k) **“E-Bid Security”** means the Earnest Money Deposit (EMD)/refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- l) **“Highest Bidder”** means the Bidder, who quotes the highest License Fees
- m) **“IFSD/ Performance Security”** means interest free security deposit 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.
- n) **“Inside Station Advertisement”** means advertisement spaces available within the Station area such as concourse, platform, stairs (inside station building) etc. either in pre-fabricated form or to be created by licensee within the scope of work.
- o) **“License”** means the Co-Branding Rights/activities granted by NMRC to the Licensee at Metro Station under terms and conditions of the License Agreement.
- p) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with NMRC pursuant to the conclusion of the bidding process.
- q) **“License Fee”** means the amount payable by the Licensee to NMRC as per terms and conditions of the License Agreement.
- r) **“License Period”** means a period of 10 years with the lock in period of 2 years subsequent to expiry of fitment period after handing over of the station
- s) **“LOA”** means letter of acceptance submitted by the successful bidder/licensee against the NOA (Notice of Award) issued by NMRC.
- t) **“NIT”** means Notice Inviting Tender which contains about the Schedule & other important detail regarding bidding.
- u) **“NMRC”** means Noida Metro Rail Corporation Limited ( or “Corporation” or “Licensor”)
- v) **“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/Contract
- w) **“Outside Station Advertisement”** means advertisement area available on the façade, external wall of Metro station, stairs (outside the station building) etc. either in pre-fabricated form or to be created by licensee within the scope of work.
- x) **“Party”** means Licensee or Licensor (together they are called **“Parties”**)
- y) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- z) **“Places available for advertisement”** or **“Advertising Spaces”** means premises at selected NMRC Metro Station where Co-Branding activities including Advertisement Rights are proposed to be granted as per terms and conditions of the License agreement.
- aa) **“Re. or Rs. or INR”** means Indian Rupee
- bb) **“Revenue Operations Date (ROD)”** means the date of commercial operation of Metro in NMRC Network
- cc) **“Selected Bidder”** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of License.

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.

**Notice Inviting Tender/ Data Sheet**  
**E-Tender No. – NMRC/Co-Branding/138/2021**

|  |  |   |
|--|--|---|
| 1  | Name of the Bid  | RFP for Co-Branding Rights at Metro Stations in NMRC Network  |
| 2  | License Period   | 10 (Ten) Years  |
| 3  | Method of selection  | Revenue Based Selection (Highest - H1)  |
| 4  | Bid Processing Fee   | Rs. 23,600/- (Only one time for this tender) to be paid through RTGS/NEFT mode in the bank account as detailed at Sl. No. 12 of this table.   |
| 5  | EMD  | Rs. 7,50,000/- per Metro Station to be paid through RTGS/NEFT mode in the bank account as detailed at Sl. No. 12 of this table.   |
| 6  | Bid System   | Two Bid System (Technical and Financial) in Single Stage  |
| 7  | Name and address of the Corporation, website, Designation of Official & e mail | Noida Metro Rail Corporation Limited,<br>Block-III,3rd Floor,GangaShoppingComplex,<br>Sector-29, Noida 201301<br>Website: <a href="http://www.nmrcnoida.com">www.nmrcnoida.com</a> ,<br><a href="http://etender.up.nic.in">:http://etender.up.nic.in</a><br>GM/Technical<br>Email: <a href="mailto:nmrcnoida@gmail.com">nmrcnoida@gmail.com</a> |
| 8  | Bid Validity Period  | 180 days  |
| 9  | Bid Language   | English   |
| 10   | Bid Currency   | INR   |
| 11   | Consortium to be allowed   | Yes   |
| 12   | Account Details for RTGE/NEFT  | For Submission of Bid Processing Fee & EMD<br><br>HDFC Bank, Shop No. 63-66, Ganga Shopping Complex, Sector-29, Noida, Gautam Budhh Nagar, Uttar Pradesh-201301, IFSC Code – HDFC0004715,A/c No.- 50200035332880, Title of the Account – Noida Metro Rail Corporation Ltd PB A/C  |
| <b>Schedule of Bidding Process/Key Dates</b> |  |   |
| 13   | Uploading of RFP/Bid Document on e-portal by NMRC                              | 09/03/2021  |
| 14   | Pre Bid Meeting  | 18/03/2021, 11:00 hrs (IST) in NMRC Office at Ganga Shopping Complex, Sector-29, Noida, Uttar Pradesh   |
| 15   | Site Visit   | 18/03/2021, 11:45 hrs (IST); To be assembled in NMRC Office at Ganga Shopping Complex, Sector-29, Noida, Uttar Pradesh  |
| 16   | Last date of receipt of written queries against pre-bid meeting                | 18/03/2021 upto 18.00 hrs. Can also be emailed to <a href="mailto:nmrcnoida@gmail.com">nmrcnoida@gmail.com</a>  |
| 17   | NMRC response to pre-bid queries (if any)                                      | 25/03/2021 till 18.00 hrs.  |
| 18   | Last Date of Bid Submission on e-portal  | 09/04/2021 up to 1500 hrs (IST)   |
| 19   | Date of Technical Bid Opening  | 09/04/2021, 1600 hrs (IST)  |

## Section 1: General Information

### 1.1. Background

- a. 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 was a need felt for providing an efficient, reliable, fast and comfortable transportation system for the population intending to settle in these towns of Noida & Greater Noida.
- b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida & Greater Noida Regions. The Company desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Company is to help create an efficient, safe, reliable, economical and affordable public transport system within Noida & Greater Noida Region.
- c. For the above mentioned purpose, an elevated (*above the ground level*) Metro line between Noida and Greater Noida has constructed and now operational for *public*.
- d. NMRC invites E-Bids from interested Bidder/s to submit their proposals as per provisions of this Request for Proposal Document (RFP) for selection of Bidder/Licensee for granting the license for Outdoor Advertisement Rights (Including Co-Branding) at Metro Stations & Inside Station advertisement rights at Metro Stations separately (Detail reference is available in scope of work & BOQ of Tender).
- e. The objectives of Co-Branding Rights and Inside Station advertisements are:
  - i. To create an advertising environment at Metro Stations which is comparable to the quality of leading mass transit terminals in India and abroad.
  - ii. To provide value to the organization / brands who associate with NMRC, and
  - iii. To maximize the revenue potential *other than fare box revenue* for NMRC and all the parties associated thereof.
- f. The Bidder/Licensee shall granted either outdoor advertisement spaces/rights at the selected Metro Station along with Co-Branding Rights (Suffixing or Prefixing of Brand Name with Metro Station Name) or Inside Station Advertisement Rights or both as per their choice and bidding to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions of the License Agreement & RFP Document.
- g. The bidder may bid for either Co-Branding Rights along with Outdoor advertisement rights or Inside Station Advertisement Rights or both and can bid for one or multiple Metro Stations as a response to this RFP.
- h. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, *technically* qualified Bidders will be shortlisted & Financial proposal of only *technically* qualified Bidders will be opened.
- i. The Successful Bidder shall execute the offered work as per Scope of work which is described in Section 2 of this RFP: Terms of Reference.

### 1.2. About Locations

The Metro corridor *in NMRC Network* is 29.7 km (approx.) long and is known as Noida -Greater Noida Metro Rail Corridor/Aqua Line of NMRC Ltd. It comprises Twenty (21) Metro Stations starting from Metro Station *namely* Noida Sector-51 in Noida and ends up at Metro Station *namely* Depot Station in Greater Noida.

### 1.3. Communication

All communications regard to this RFP should be addressed to:  
 GM (Technical)  
 Noida Metro Rail Corporation (NMRC) Limited  
 Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,  
 Noida -201301  
 District Gautam Budh Nagar, Uttar Pradesh  
 Email: nmrcmanoj@gmail.com

## Section 2: Terms of Reference

### 2.0 Scope of Work

#### 2.1. Co-Branding Rights along with Outdoor Advertisement Rights at *Metro Stations*:-

2.1.1. The selected Bidder shall be permitted to have Co-Branding Rights at the selected Metro station(s) **(Except Sec – 50 Metro Station where only outdoor advertisement rights will be permitted without any Co-Branding right)**. The list of available Metro Stations for Co-Branding/Outdoor advertisement activities with offered outdoor/outside Station advertisement area are *detailed at table -1 below*.

- a) Licensee shall have Co-Branding Rights at the selected Metro station(s) except Sec – 50 Metro Station. The Licensee will suffix/prefix the brand name with the Name of the station i.e. the selected station be listed as “[XYZ [Brand Name]]” or “[Brand Name] XYZ”; where in XYZ is the name of the selected Metro Station. The brand name shall preferably be not more than two words. Individual names of any person or religious entity, or of similar background shall not be permitted. Any such composite brand name may include the Co-Branding Partner’s Name in conjunction with other words, subject to prior written approval of NMRC. The prefixing and suffixing is to be done with a separate font/color/size as distinct from the NMRC signage at the said station. However, to avoid frequent changes in Prefix or Suffix, of a brand name to the name of Metro Station, a specific brand name may be displayed for a period not less than six (06) months. **At Sec – 50 Metro Station, No Co-Branding Rights will be provided but only SINGLE BRAND outdoor advertisement right will be permitted.**
- b) In addition to the Co-Branding Rights to the name of the station as Station Name “Brand” or “Brand” Station Name, the Licensee shall be granted outdoor advertisement spaces/rights along with other advertisement rights at the selected Metro Station to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement & RFP Document.
- c) NMRC shall provide tentative outdoor advertisement spaces outside of the selected Metro Station at the quoted rate as per table - 1 below. *The stations would be handed over for Co-Branding Rights/activities & for outdoor advertisement display on “as is where basis is”.* **Only single brand is permitted for external/outside advertisement at selected Metro Station.**
- d) The Licensee can utilize any format of advertisement including but not limited to backlit panels, scrollers, digital display, etc. as indicated above at the selected Metro Station with prior written approval from NMRC. However, audio advertisement in any form is not permitted and there will be no change in NMRC’s station announcement/train announcement/notification/ inside train name/or any other document due to Co-Branding of the station. NMRC shall provide maximum display area as tabled below at each of the selected Metro Station and shall include the following considering the operational feasibility of the locations:
  - i. All feasible spaces including staircases (Outside the Station Building). Any space/advertisement area falls either outside the Station or inside the Station will solely be decided by NMRC and it will be binding on the licensee & licensee cannot make any claim or compensation for this.
  - ii. Smart posters, visual display by electronic media, **without audio**
  - iii. Projectors/holography or any other innovative advertisement media
  - iv. Install digital advertisement panels in the form of LCD / LED panels, video walls or any similar format of advertisement, **without audio**
  - v. All under construction/upcoming/Future FOBs (if any) will not be the part of the Co-Branding and Outdoor Advertisement contract, however existing FOB at the time of Tender (if any) will be the part of the Co-Branding and Outdoor Advertisement Rights contract.

Note: - Electronic/Digital Media for outdoor advertisement will be permitted subject to the conformity with the available statutory guidelines and its amendment from time to time and approval by NMRC.

2.1.2. The following activities shall also be permitted (with prior written approval of NMRC) as a part of Co-Branding and are not included in the advertisement inventory as tabled above.

- i) Branding of Outside Station Building as well as Inside the Station Building in Brands color by painting or by using 3M vinyl pasting or equivalent except at Sec – 50 Metro Station.
- ii) Refurbishment of station exterior & interior in Brands colour scheme besides co-branding the Brands name (suffixed or prefixed) with station name except at Sec – 50 Metro Station.
- iii) Landscaping at NMRC station to give aesthetic and pleasing appearance to the station
- iv) Painting of facade / affixing of 3M vinyl pasting or equivalent at station to pleasing feel and look of the Brand except at Sec – 50 Metro Station
- v) Carry out painting of station outside area as well as station inside area in the Brand’s color except at Sec – 50 Metro Station.

- vi) Co-Branding of Station name inside as well as outside of the selected Metro Station as per feasibility and prior approval of NMRC except at Sec – 50 Metro Station.
- 2.1.3. The following activities shall also be permitted (with prior written approval of NMRC) as a part of Co-Branding Rights and are not included in the advertisement inventory:-
- i) Experiential marketing – canopy of size 6 x 6 ft size at only one location in paid / unpaid inside Station area at a time
  - ii) Retail Bare space maximum 10 Sqm at one or more location at operationally feasible location in the station premises for Licensee's legitimate activity for office/business purpose only (non-food)
- 2.1.4. The Licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics and other features of the station that may be required to customize for branding and imparting "Look and Feel" to the Station for the promotion of its brand, subject to prior approval of NMRC. The plan should be in tune with and not disturb the aesthetics/look of the station. The co - branding and outdoor advertisement display plan hence prepared must be in compliance to technical parameters of ***Noida Outdoor Advertisement Policy 2015 / Outdoor Advertisement Policy 2016 of Greater Noida Industrial Development Authority (GNIDA)/any other relevant policy/ EPCA guidelines/ Directives given by Hon'ble courts or any other prevailing policy or subsequent amendments.***
- 2.1.5. The Licensee shall be permitted to use and display the logo of the brand at the selected station except at Sec – 50 Metro Station.
- 2.1.6. During the currency of the license period, the Licensee may be permitted to change the Brand name of the station, logo or modify the theme of the advertising inventory at its own cost after approval from NMRC. However, it needs to be ensured that there is no obstruction for the free movement of passengers and operations should not be affected in any manner thereon.

## 2.2. Inside Station Advertisement Right at Metro Stations :-

- 2.2.1. The selected Bidder shall be permitted to have Inside Station Advertisement Rights at the selected Metro station(s). The list of available Metro Stations for Inside Station Advertisement Rights with offered inside Station advertisement area are *detailed at table -1 below.*
- a) The Licensee shall be granted Inside station Advertisement Rights on the available pre-fabricated advertisement display panels at the selected Metro Station along with to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement & RFP Document.
  - b) *The stations would be handed over for Inside Station Advertisement Rights on "as is where is basis".*
  - c) The Licensee can utilize any format of advertisement including but not limited to backlit panels, scrollers, floor branding, roof branding, digital display, etc. at the selected Metro Station with prior written approval from NMRC. However, audio advertisement in any form is not permitted. NMRC shall provide maximum display area at each of the selected Metro Station and shall include the following considering the operational feasibility of the locations:
    - i. All feasible spaces including staircases (inside the Station building). Any space/advertisement area falls either outside the Station or inside the Station will solely be decided by NMRC and it will be binding on licensee & licensee cannot make any claim or compensation for this.
    - ii. Frisking panels/equipment
    - iii. Fixed / Movable panels
    - iv. Product displays
    - v. Smart posters for use in e-commerce for on-line or off-line shopping purposes, visual display by electronic media, **without audio**
    - vi. Projectors/holography or any other innovative advertisement media
    - vii. Install digital advertisement panels in the form of LCD / LED panels, video walls or any similar format of advertisement, **without audio**
    - viii. Platform Screen Doors (PSDs)
    - ix. Advertisement inventory may includes smart posters, QR codes/Graphics etc.
- 2.2.2. The Licensee may be permitted to carry out the advertisements by way of integrating the station signage's for the purpose of optimization of spaces inside metro station, provided if it is technically feasible and has been approved by NMRC.
- 2.2.3. The Licensee shall be entitled, at his own cost, to prepare a scheme and plan for advertisement display subject to prior approval of NMRC. The plan should be in tune with and not disturb the aesthetics/look of the station. The advertisement display plan hence prepared must be in compliance to the statutory guidelines and its amendment from time to time.

## 2.3 Below mentioned conditions are applicable commonly on the above mentioned Scope of Work (Co-Branding along with Outdoor Advertisement as well as Inside Station Advertisement Rights):-

- 2.3.1 **Corporate Social Responsibility (CSR)** – The Licensee shall have to earmark up to 5% of total advertisement spaces at *selected Metro Station* for carrying out social marketing activities or social



messages by NMRC. The cost for printing advertisements *material* with regard to social marketing activities or social messages shall be borne by NMRC.

### 2.3.2. 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. No co-branding with the Licensor is allowed, without prior permission.
  - 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 related items
  - xi) Lottery tickets, sweepstakes entries and slot machines related advertisement
  - xii) Advertisement which may be obscene or contain pornography or contain an “indecent representation of women”
  - xiii) Advertisement which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
  - xiv) Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860
  - xv) Any content that threaten or adversely affect the public image of the NMRC/ State/Central Government or NMRC’s ability to operate its facilities or the NMRC’s ability to attract and maintain the patronage of passengers.
  - xvi) The negative list as per Noida Outdoor Advertisement Policy 2015, Outdoor Advertising Policy 2016 of Greater Noida Industrial Development Authority (GNIDA) and any revision thereof shall be applicable.
  - xvii) The co-branding/ advertisement should not be related to any activity which is considered unlawful/illegal as per the Indian law.

### 2.3.3. The Licensee shall have rights and obligations to perform as specified below:

- a) Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site. NMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of *advertisement* master plan is not approved by NMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be approved *by* NMRC *to* Licensee.

- b) Designing of all advertising units/structures to complement station architecture for advertising sites accompanied with structural drawing & structural stability certificate issued by a reputed civil firm/agency
- c) Operate, manage and maintain the entire advertisement plans
- d) Create new innovative advertising opportunities at selected Metro stations.
- e) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- f) Comply with all statutory requirements in connection with License Agreement/RFP document.
- g) The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Advertisement panels, billboards, creative's, products etc. While NMRC shall provide security at stations, NMRC shall not be responsible for any vandalism, theft or damage to any advertisement panels or billboard or creative's or products or any other such thing put up by Licensee on the station. The Licensee shall ensure that Station building including advertisement panels, walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of advertisement billboards, creative's etc. shall be done after taking prior written permission of NMRC.

#### 2.3.4. Utilisation of Premises and Plans –

- a) **'As is where is basis':** - The Licensee shall be licensed with the said premises, equipment, installations, fittings and fixtures on 'as is where is basis' and the Licensee shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of NMRC in writing and when permitted by the Licensor the said additions and alterations shall be carried out by the Licensee at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the licensed premises and the same shall vest in NMRC. The Licensee shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from the licensor's permissions and licenses from the Municipal Corporation & such other Statutory Authorities at its own cost and expense.
- b) Licensee shall submit advertising plan for the complete inventory for which it is granted the advertising rights to NMRC. The advertising plan should contain the following-
  - i) Type of media and format for each location to be submitted to NMRC in advance.
  - ii) Fixing mechanism of advertisements/panels to their respective location along with detailed structural drawing and structural stability certificate from a reputed civil agency/firm
  - iii) Requirement of additional utilities like electricity, etc.
  - iv) Detailed layout of utility connections
- c) Approval of Plan: All the sites proposed by the Licensee in the plan shall be subject to approval by NMRC with regard to
  - i) Structural stability
  - ii) Operational feasibility
  - iii) Aesthetics
  - iv) Safety & security concern
  - v) Specifications and type of materials used

In this regard, the layouts/designs of the Licensee shall be checked by NMRC and upon approval, permission shall be granted for installation of equipment.

- d) The licensee shall submit the details (As per Scope of Work) for the *selected* Metro station to NMRC for approval and after getting approval from NMRC, licensee can carry out the work at Selected Metro at its own cost without in any way affecting or disturbing the passenger movement as well as operation of the Metro.
- e) In this regard, a committee comprising of NMRC officials shall be formed for granting approval. The committee shall communicate its decision in writing within seven (07) working days from the date of submission of plan by Licensee to NMRC for display of advertisements.
- f) If the plan does not conform to the requirement as mentioned in RFP document, NMRC may reject the plans / proposals, duly specifying the reason(s) thereof. In such case, Licensee shall resubmit its plan/ proposal after such modification and conforming to the requirement of NMRC for approval. Licensee can display advertisements as per spaces approved in the above plan.

- g) If any approvals are required to be taken from any local authority for display of the advertisement, the same is the sole responsibility of the Licensee. NMRC may assist the Licensee in the matter.
- h) The Licensee may submit modification / revision of already approved advertisement plan for Selected Metro station. Such modifications / revision of advertisement plans shall also be considered by NMRC in accordance with above stipulations.
- i) Any area whether it is fall within the inside metro station or outside of the metro station will be solely decided by the NMRC and it will be binding on the Licensee. No claim/compensation will be entertained by NMRC in this regard.

2.3.5. If FOB connectivity to the station is needed, it shall be given separately as per the FOB Policy of NMRC which is available on the NMRC official website.

2.3.6. Exception to Exclusivity for all the above mentioned Metro Stations: (as and where applicable for scope at selected Metro Stations)

- a) NMRC may provide contract for regular operations, cleaning and maintenance of toilet blocks at Metro Stations with continuous serviceability round the clock along with advertisement rights (for area not exceeding 15 Sqm) on the toilet blocks to the contractor.
- b) The licensee shall not be provided rights for advertising through Wi-Fi, mobile/radio signals on advertisement media not installed/owned by them, viz. mobile, tablet, etc. of commuters, NMRC staff etc.
- c) Any other public facility developed by NMRC i.e. Water ATMs, Cycle Docks, Bus Stands, etc. shall be permitted within the premise of the Metro Stations with nominal advertisement rights (area up to 10 Sqm) on the specific location. The Advertisement Rights player shall not object for the same.
- e) NMRC may install/create any new inventory, panels, etc. for its partners, etc. without commercial exploitation from the same.
- f) NMRC may utilize a defined location at the station for displaying Artwork/ exhibition corners, other exhibits without any commercial consideration to the licensee.

**Table -1**

| Sl. No. | Station Name    | Inside Station Advertisement Area (In Sqm) | Outside Station Outdoor Advertisement Area (In Sqm) |
|---------|-----------------|--|---|
| 1.0     | Noida Sec -51   | 210  | Not offered / NIL                                   |
| 2.0     | Noida Sec -50   | 240  | 420   |
| 3.0     | Noida Sec -76   | 200  | 420   |
| 4.0     | Noida Sec – 101 | 200  | 200   |
| 5.0     | Noida Sec -81   | 200  | 210   |
| 6.0     | NSEZ            | 200  | 500   |
| 7.0     | Noida Sec – 83  | 210  | 320   |
| 8.0     | Noida Sec - 142 | 140  | 180   |
| 9.0     | Noida Sec – 144 | 200  | 420   |
| 10.0    | Noida Sec -145  | 200  | 420   |
| 11.0    | Noida Sec -147  | 200  | 420   |
| 12.0    | GNIDA Office    | 200  | 450   |
| 13.0    | Depot Station   | 140  | 150   |

### 3. Section 3 : Instructions to Bidders

#### 3.1. General instructions

- a. A Bidder is eligible to submit only one Tender against this RFP for the Project but can bid for more than one Metro Station (s) as per eligibility and also either for Co-Branding along with Outdoor advertisement Rights or Inside Station Advertisement Rights or both. A Bidder applying shall not be entitled to submit another Tender, as the case may be. Any Bidder, which submits or participates in more than one tender/proposal, would be disqualified.
- b. 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 the requirements.
- c. The Bidder shall carry out the Scope of the work/activities in compliance with the provisions of the RFP Document/License Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the License Agreement, 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.
- d. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this RFP document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.
- e. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e – Bid/participate in bidding process.
- f. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the NMRC and/or by sending written queries to NMRC before the last date for receiving queries/clarifications.
- g. NMRC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.
- h. The currency for the purpose of the Request of Proposal (RFP) shall be the Indian Rupee (INR).

##### 3.1.1. e-Tender processing Fee/Cost

- a. The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.

##### 3.1.2. Acknowledgement by Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

- a. made a complete and careful examination of the e-Bid;
- b. received all relevant information requested from NMRC;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of NMRC;
- d. satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

##### 3.1.3. Availability of Bid Document

This tender/Bid document 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-Bids online up to the last date and time mentioned in *Notice Inviting Tender/e-tender corrigendum and addendum (if any)* of this e-Bid document. The Bidder's shall have to pay e-Bid processing fee and EMD as mentioned in NIT/Data sheet through RTGS/ NEFT. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid processing fee will be non-refundable. Bid without Bid fees in the prescribe form will not be accepted. Bid processing Fee/Cost as mentioned in NIT/Data sheet includes applicable GST and shall only be payable irrespective of whether the bidder submits the bid for one or more Metro Stations.

##### 3.1.4. Clarifications of e-Bid

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

- b. Any queries or request for additional information concerning this RFP *by the prospective bidder* shall be submitted in writing or by fax and e-mail to the GM (Technical), NMRC **only before or during the Pre-Bid Meeting held in NMRC office as per date mentioned in the NIT/Data Sheet**. The envelopes/ communication shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: RFP for Co-Branding Rights at Metro Stations in NMRC Network"**. The responses will be posted to all such queries 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 questions 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.
- c. A pre-e- bid meeting shall be called on the date and address mentioned in **NIT/Data Sheet** at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC *website/ e-Tendering website* only.
- d. **Site Visit** shall be as per **NIT/Data Sheet**. The interested *bidders/players/parties* are requested to be present as per details mentioned in **NIT/Data Sheet** at their own cost and risk. Bidders are encouraged to submit their respective Bids after visiting NMRC stations and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for provision of advertisement media, access to station/site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant.
- e. In case the Bidder seeks for any queries/*clarifications*, he shall send letter or e-mail to the correspondence address given in **NIT/Data Sheet**.
- f. However, NMRC shall not entertain any correspondence from the Bidders during the period *after* e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with this RFP clauses.

### 3.1.5. 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 iterative or in response to a clarification requested by a prospective Bidder, modify the e-Bid 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 e-Bid document shall be treated as amended accordingly & *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/corrigendum in the e-Bid documents. 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). -

## 3.2. Preparation and submission of Bids

### 3.2.1. 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.

### 3.2.2. Documents constituting the e-Bid

**The e-Bid prepared by the Bidder shall comprise the following components:**

- a) **Technical e-Bid- Technical e-Bid will comprise of -**
  - (i) **Fee details - Bid** processing fee along with applicable GST and prescribed EMD as per NIT.
  - (ii) **Eligibility details -** Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the License Agreement if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the License Agreement and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the RFP/ License Agreement.
  - (iii) **Technical evaluation -** Details of all documents needed for Technical evaluation as mentioned in this RFP
- (b) **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/quote either for Co-Branding along with outdoor advertisement rights or inside station advertisement rights or both for each Metro Station as per their choice(s) & preferences in terms of annual license fee excluding GST. The quoted license fee will be escalated @ 5% annually on compounding basis.

### 3.2.3. Documents establishing Bidder's Qualification

- (a) The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- (b) The documentary evidence of Bidder's qualification to perform the License Agreement if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

### 3.2.4. E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document. Financial Quote shall comprise of the License Fee of 1<sup>st</sup> year of *License Period* in the Bid form in figures and words.

### 3.2.5. E-Bid Currency

Prices shall be quoted in Indian Rupees only.

### 3.2.6. 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 to the RFP. NMRC reserves the rights to reject any Bid that is not in the specified formats.
- (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.

### 3.2.7. 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.

### 3.2.8. Submission of e-Bid

- (a) The 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.
- (b) 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.
- (c) 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.
- (d) 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:**

- (a) For participating in e-Bid through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. 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.

- (b) 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.
- (c) 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.
- (d) 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).
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

***NMRC reserves the right to cancel any or all e-Bids without assigning any reason.***

### **3.2.9. Late e-Bid**

- a) Bids received by NMRC after the specified time on 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.

**3.2.10. 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 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.

**3.2.11. 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.

**3.2.12. 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.

**3.2.13. 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.

**3.3. Earnest Money Deposit**



### 3.3.1. Earnest Money Deposit (EMD)

- a) The bidder/tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in NIT/Data Sheet through RTGS/NEFT only in the Bank A/c No. mentioned in NIT/**Data Sheet**. 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/Tender without Earnest Money Deposit in the prescribed form will not be accepted.
- b) Bidders submitting bids for more than one station shall be required to submit EMD for each station as mentioned in NIT/**Data Sheet** for which bid(s) is submitted.
- c) Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- d) Unsuccessful Bidder's EMD will be returned within 45 days after conclusion or discharge of the tender.
- e) No interest will be paid by the *NMRC* on the Earnest Money Deposit.
- f) The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee/ *or with 1<sup>st</sup> Advance License Fee*, if applicable, to be submitted by the Bidder upon signing of the License Agreement.
- g) **The EMD may be forfeited:**
  - (i) If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
  - (ii) In case of a successful Bidder, if the Bidder either not accept the NOA or fails to sign the License Agreement with the *NMRC*.

### 3.4. Opening and Evaluation of e-Bids

#### 3.4.1. Opening of technical e-Bid by NMRC

- a) NMRC will open all technical e-Bids, in the presence of Bidder`s representatives who choose to attend on the prescribed date of opening at NMRC Office. 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 e-Bid opening being declared a holiday for the *NMRC*, the e –bids shall be opened at the appointed time and place on the next working day.
- b) The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Bid Processing Fee and EMD must be submitted in the prescribed account of NMRC within the specified duration (strictly within opening & closing date and time of individual e-Bid) as mentioned in NIT/Data Sheet, otherwise, in any case, e-Bid shall be rejected.
- c) The Bidders names and the presence or absence of requisite e-Bid security and such other details as NMRC at its discretion may consider appropriate, will be announced at the opening of e-bid.

#### 3.4.2. Opening of financial e-Bid

- a) After evaluation of technical e-Bid, through the evaluation committee NMRC shall notify those Bidders whose technical e-Bids were considered non-responsive 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.
- b) NMRC will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the *NMRC*. The notification may sent by e-mail provided by Bidder.
- c) The financial e-Bids of technically qualified Bidders shall be opened in the presence of *representative* of technically qualified bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder.

#### 3.4.3. Correction of Errors

- a) Financial Bids determined to be responsive & will be checked by NMRC for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- b) The amount stated in the Financial Bid will be adjusted by NMRC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the 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 in accordance with RFP Clause.

#### **3.4.4. Examination of e-Bid document**

- a) 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.
- b) Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

#### **3.4.5. Contacting NMRC**

- a) No Bidder shall contact NMRC on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing.
- b) Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c) 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 be forfeited.

#### **3.4.6. Confidentiality**

- a) 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. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- b) NMRC shall treat all information, submitted as part of e- 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 or as may be required by law or in connection with any legal process.

### **3.5. Award of Contract**

#### **3.5.1. Award Criteria**

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

#### **3.5.2. Notice of Award (NOA)**

- a) Prior to the expiration of the period of e-Bid validity, NMRC will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- b) The acceptance of NOA *and subsequent payments will constitute the formation/execution of the License Agreement.*

#### **3.5.3. Signing of License Agreement**

At the same time as NMRC notifies the successful Bidder that its e-Bid has been accepted & *other related formalities completed by successful bidder*, the successful Bidder shall have to sign the License Agreement with relevant document as mentioned in the RFP. The License Agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

#### **3.5.4. NMRC's right to accept any e-Bid and to reject any or all e-Bids**

NMRC reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

#### 4. Section 4 : Eligibility, Evaluation and Selection Process, Tenure & Other Conditions

##### 4.1. Eligibility Criteria

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

a) Sole proprietorship, registered partnership firm, public limited company, private limited company or Consortium of any of the above can submit the Bid. Consortium members preferably should be of two & in no case more than three. The firms and the companies should be registered in India.

b) **Financial Capacity –**

The Bidders' competence and capacity is proposed to be established in terms of average annual turnover ("Average Annual Turnover"), the Financial Capacity.

The Bidder should have minimum average annual turnover of *INR 1.5 crores (Rupees One Crore Fifty lakhs only)* in the last three (03) Financial Years (**2017-18, 2018-19, 2019-20**) per station either for co-Branding along with outdoor advertisement rights or inside station advertisement rights or for both preceding to the e-Bid Due Date.

Example: If the bidder is bidding for Two (02) Metro Stations, the minimum average annual turnover of *INR 3.00 crores (Rupees Three Crores Only)* in the last 3 (three) Financial Years preceding Bid Due Date is required. (Minimum average annual turnover per station \* Number of Stations = *INR 1.5 crores x 2 Stations = INR 3.00 crores*)

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

- i) For the purpose of evaluation of the consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium. (Illustration: Say If "A" and "B" are two members of Consortium. "A" is having 70% equity holding in Consortium and "B" is having 30% equity holding in Consortium. In such a condition, 70% of "A's" total turnover and 30% of "B's" total turnover will be taken into consideration for evaluation of eligibility of the Consortium).
- ii) The Lead Member of the Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the Consortium during full tenure of License Agreement.
- iii) Any change in percentage stake of Consortium members without prior written approval of NMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling NMRC to encash Interest Free Security Deposit/Performance Security and /or to terminate the License Agreement after 30 days notice.
- iv) Minimum percentage stake of any member in Consortium during license period (including lock-in period) shall not be less than 15%.
- v) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of Consortium.
- vi) All members of such entity shall be jointly and severally liable for the due performance of License agreement.

**It is to be noted that the Bidders need to specify the Preference number for each of their Bided Station as well as type of advertisement i.e. co-Branding along with outdoor advertisement rights or inside station advertisement rights or both as per Annexure-3 of this RFP. In case, the turnover mentioned doesn't suffice for the number of Bided Stations, the preference order shall be taken into consideration and only stations in the preference order meeting the turnover criteria shall be evaluated.**

Example: If the bidder is bidding for 2 stations, let's say Noida Sector 76 (Preference 1) and Noida Sector 101 (Preference 2), the minimum average annual turnover of *INR 3.00 crores (Rupees Three Crores Only)* in the last 3 (three) Financial Years preceding Bid Due Date is required. (Minimum average annual turnover per station \* Number of Stations = *INR 1.5 crores x 2 stations= INR 3.00*). But the turnover specified by the Bidder is let's say *INR 2.5 crores (Rupees Two Crores Fifty lakhs)*. Then in that case, the Station with Preference 1 i.e. Noida Sector 76 shall be considered and Preference 2 (i.e. Noida Sector 101) shall be rejected on account of inefficiency to meet the eligibility criteria.

- c) 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.

**The Bidder shall also furnish the following documentary proof:**

For above criteria 4.1a

- i) Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership/Consortium & duly notarized power of attorney
- ii) Self-attested copy of PAN card of the company/firm/Partnership/Consortium; the GST registration and current self attested copy of ITR of the last three financial years (For all the members in case of Consortium) & TAN No. (if applicable)

For above criteria 4.1b

- i) Annexure 5: Financial Capability Details
- ii) A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years i.e. financial Years **(2016-17, 2017-18, 2018-19)** (For all the members in case of Consortium)

In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/chartered accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared."

For above criteria 4.1c

- i) Annexure 7: Undertaking
- ii) List of Pending Litigations, Non-Performing Contracts and Surrendered Contracts during last 5 (five) years

Bidders have to also upload complete RFP document duly signed and stamped by authorized signatory

**4.2. Information of the Technical and Financial Proposal**

- a) The Bidder satisfying the criteria under Clause 4.1 shall be considered as qualified.
- b) The financial proposal of only *Technically* qualified Bidders shall be opened for evaluation.
- c) The *Per annum* License Fee (1<sup>st</sup> year of License Period) quoted by the Successful Bidder and accepted by NMRC shall be escalated by 5% (*Five Percent*) annually i.e. in the beginning of every anniversary during the *License* Agreement Period as per the terms and conditions set out in the License Agreement.
- d) The Selected Bidder shall be the Bidder who quoting the highest License Fee. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in RFP, be invited to match the Financial Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Bid of the highest Bidder, the NMRC may, in its discretion, invite fresh Financial Bid.
- e. The License fee quoted shall be the License fee for *1<sup>st</sup> Year of License Period* excluding applicable Taxes.

**4.3. Selection of Bidder**

- a) After the above evaluation process and negotiations (if any), the Preferred Bidder may be declared as the selected Bidder ("Selected Bidder") for the offered work.
- b) In case, two or more technically qualified bidders quote the same price in the Financial Bid, and become Highest (i.e. H-1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover during the last 3 years ending on the last day of the month preceding the month in which the tender has been floated.

- c) In case, two or more responsive bidders have the same higher/ highest Average Annual Turnover, then the decision shall be taken by MD, NMRC and notified to the concerned Bidders. The decision of MD will be binding and no representation in this regard will be entertained by NMRC.
- d) Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- e) The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 15 (fifteen) days from the date of issue of NOA.
- f) No correspondence will be entertained by NMRC from the unsuccessful bidders.

**4.4.****Notice of Award and Execution of License Agreement**

- a) NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- b) The Selected Bidder shall, within 15 (fifteen) days of the issuance of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance *against* of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA.
- c) The License Agreement shall be executed within 30 days of handing over of selected Metro Station(s). The Fitment period will be of 120 days after the handing over of the Metro Station.
- d) Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security/EMD.

**4.5.****Contact during Proposal Evaluation**

- a) Proposals shall be deemed to be under consideration immediately after they are opened and until such time NMRC makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NMRC and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded
- b) Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c) In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- d) If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:  
GM (Technical)  
Noida Metro Rail Corporation Limited Block-III, 3rd Floor, Ganga Shopping Complex, Sector2929, Noida-201301  
District - Gautam Budh Nagar, Uttar Pradesh  
Email: nmrcnoida@gmail.com
- e) No interpretation, revision, or other communication from NMRC regarding this solicitation is valid unless in writing and signed by the competent authority from NMRC.

**4.6.****Tenure of License & Financial Terms****4.6.1. Tenure of License Agreement**

The tenure of the contract shall be for a period of 10 (Ten) years with lock in period of 2 years after the expiry of fitment period of 120 days after the date of handover of the station by NMRC, subsequent to letter of acceptance against NOA. Metro Station(s) shall be handed over within 7 days from the date of receipt of full payment as stipulated in NOA.

#### 4.6.2. Schedule of Payment

The licensee is liable to pay to NMRC the amount of Total License Fee as per following schedule of payment:-

| S. No. | Payment Schedule   | Amount of License Fee and interest fee Security deposit payable by the Licensee to NMRC                                   |
|--------|--|---|
| 1      | Within 30 days of issue of Letter of Acceptance  | 6 (six) months License Fee as <b>Interest Free Security Deposit*</b> of Rs. _____/- (1 <sup>st</sup> Installment of IFSD) |
| 2      | Within 120 days of handing over of the Station (License Fee for 1 <sup>st</sup> year)                    | 1 <sup>st</sup> year's quoted License fee + GST   |
| 3      | Within 6 months of handing over of the Station   | Six Months License Fee as <b>Interest Free Security Deposit*</b> of Rs. _____/- (2 <sup>nd</sup> Installment of IFSD)     |
| 4      | Before the start date of 2 <sup>nd</sup> year of License Period (License Fee for 2 <sup>nd</sup> year)   | 1 <sup>st</sup> year's License Fee escalated by @ 5% + GST  |
| 5      | Before the start date of 3 <sup>rd</sup> year of License Period (License Fee for 3 <sup>rd</sup> year)   | 2 <sup>nd</sup> year's License Fee escalated by @ 5% + GST  |
| 6      | Before the start date of 4 <sup>th</sup> year Of License Period (License Fee for 4 <sup>th</sup> year)   | 3 <sup>rd</sup> year's License Fee escalated by @ 5% + GST  |
| 7      | Before the start date of 5 <sup>th</sup> year of License Period (License Fee for 5 <sup>th</sup> year)   | 4 <sup>th</sup> year's License Fee escalated by @ 5% + GST  |
| 8      | Before the start date of 6 <sup>th</sup> year of License Period (License Fee for 6 <sup>th</sup> year)   | 5 <sup>th</sup> year's License Fee escalated by @ 5% + GST  |
| 9      | Before the start date of 7 <sup>th</sup> year of License Period (License Fee for 7 <sup>th</sup> year)   | 6 <sup>th</sup> year's License Fee escalated by @ 5% + GST  |
| 10     | Before the start date of 8 <sup>th</sup> year of License Period (License Fee for 8 <sup>th</sup> year)   | 7 <sup>th</sup> year's License Fee escalated by @ 5% + GST  |
| 11     | Before the start date of 9 <sup>th</sup> year of License Period (License Fee for 9 <sup>th</sup> year)   | 8 <sup>th</sup> year's License Fee escalated by @ 5% + GST  |
| 12     | Before the Start date of 10 <sup>th</sup> year of License Period (License Fee for 10 <sup>th</sup> year) | 9 <sup>th</sup> year's License Fee escalated by @ 5% + GST  |

# The License Fee will be escalated @ 5 % (Five Percent) on compounding basis annually i.e. in the beginning of every anniversary during the License Agreement Period.

\* Interest Free Security Deposit validity shall be for the entire License Period/contract duration. GST at applicable rates shall also be paid by the licensee to NMRC along with the above license fee. Any revision in rates of GST (Goods and Services Tax)/or if any other tax becomes applicable due to Govt. policy or legislation, the same shall also apply to the contracts under this tender and the licensee shall accordingly pay the revised GST/or any other tax along with License fees.

- a) The License fee shall be paid as per the above payment schedule.
- 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) Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.
- e) The utility charges including consumption of electricity, etc. shall also be payable by Licensee to NMRC in addition to above in accordance with terms & conditions of the License Agreement. Till the time NMRC is not able to provide the electricity to the licensee during the stage of construction/ fabrication/ finishing of the station before ROD, the licensee has to coordinate with the civil contractor of the selected Metro Station to get the electrical power, if needed, for fabrication and other works. NMRC shall facilitate for the same.

#### 4.6.3. 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 for credit of the designated account of NMRC after obtaining prior approval of NMRC and complying with the laid down procedure.

b) The re-conciliation of license fee and other dues shall be carried out annually. Based on re-conciliation, the adjustment of license fee payable to NMRC shall be carried out along with Interest free Security Deposited/Performance Security with payment of License Fees of next year.

- c) Payment shall be made free from all claims, demands, set offs and counter claims of any kind against the Corporation.
- d) The License Fee with applicable taxes & other dues must always be paid in advance as and when becomes due without waiting any formal invoice from NMRC.

#### **4.6.4. Interest Free Security Deposit / Performance Security**

- a) The Licensee shall pay Interest Free Security Deposit/Performance Security to NMRC in advance equivalent to the amount of Annual (12 months) License Fee **for each of the selected Metro Station**. The interest free security deposit can be paid in two installments as per schedule of payment as per clause 4.6.2 of this RFP document. The interest free Security Deposit/Performance Security shall be accepted in the form of **FDR/ DD or unconditional and irrevocable Bank Guarantee** bond issued by a scheduled bank in favour of NMRC valid up to 5 years. The Bank Guarantee shall be extended and renewed before the start of 6<sup>th</sup> year of License period with the amount equivalent to the License Fees of 6<sup>th</sup> year of License Period before expiry of earlier Bank Guarantee in favour of NMRC valid up to *next* 5 years plus 6 months i.e. 10<sup>th</sup> year + 6 months, failing which the previous Bank Guarantee shall be invoked and encashed by NMRC without any prior intimation to the licensee. For last year of license period the Bank Guarantee shall be extended and renewed for residual period of contract plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en-cashed by NMRC without any intimation to the licensee.
- b) In case of a Consortium, the performance security is to be submitted in the name of the Consortium. However, splitting of the performance security (while ensuring the security is in the name of Consortium) and its submission by different members of the Consortium for an amount proportionate to their participation ratio or otherwise is also acceptable.
- c) EMD amount of successful bidder shall be adjusted in the performance security/1<sup>st</sup> *Advance License Fee*. For unsuccessful bidder, EMD shall be refunded without any interest.
- d) Before the start of work by the Licensee, Agreement will have to be signed by the Licensee at his cost on proper stamp paper. Without performance Guarantee of Licensee, License agreement shall not be signed.
- e) Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period i.e. 10 years from commencement date of License *Period* or in case of surrender of license after two years lock in period as per the provisions of the License Agreement, after adjusting any dues payable to NMRC and after final settlement, without consideration of any interest after completion of License Agreement.
- f) NMRC reserves the right for deduction of NMRC dues from Licensee's Interest Free Security Deposit / Performance Security for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Licensee.
- g) Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period of *such deduction*, 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 5: General Conditions of Contract (GCC)

These conditions shall be part of the License Agreement.

### 5.1. General Provisions

#### 5.1.1. Governing law and jurisdiction

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the License Agreement 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 activities/*work* or these terms shall be subject to the exclusive jurisdiction of, and venue in, **the District court located in Gautam Buddha Nagar, Uttar Pradesh, India.**

#### 5.1.2. Notices

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

#### 5.1.3. Authorized Representatives

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

#### 5.1.4. Taxes and Duties

- a) The GST and Advertisement Tax, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.
- b) The property tax applicable, if any, on the property of NMRC shall be borne by NMRC.
- c) The revenue generated from Inside and Outside Advertisement at Metro Stations shall be of NMRC. However, in future, 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.
- d) 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.
- e) The Licensee and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.

#### 5.1.5. Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of *License Agreement*. Notwithstanding anything to the contrary contained herein, or in the NOA or the License Agreement, NMRC may reject a Bid, withdraw the NOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or 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 Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy(ies) available to NMRC under RFP Documents and/ or License Agreement, or otherwise.
- b) Without prejudice to the rights of NMRC under Clause 5.1.5 (a) herein above and the rights and remedies which NMRC may have under the NOA or the License Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by NMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the License Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by NMRC during a period of 3 (three) years, from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c) For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
  - (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in License Agreement execution;



- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a License Agreement
  - (iii) “collusive practices” means a scheme or arrangement between the Licensee, with or without the knowledge of the NMRC, designed to establish prices at artificial, non-competitive levels;
  - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a License Agreement
- d) 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/after the execution of the License Agreement.

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

### 5.2.1. Effectiveness of License Agreement

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

### 5.2.2. Commencement of Activities

The Licensee shall begin carrying out the Activities from the date of *Handing over of the Selected Metro Station* or any such date as specified by the NMRC

### 5.2.3. Expiration of Contract

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 unless otherwise terminated prematurely.*

### 5.2.4. Modifications or Variations

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

### 5.2.5. Force Majeure

- a) **Definition:** For the purpose of these standard terms, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the License Agreement impossible or so impractical as to be considered impossible under the circumstances.
- b) **No Breach of Contract:** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, the License Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event
  - (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
  - (ii) has informed the other Party as soon as possible about the occurrence of such an event.
- c) **Extension of Time:** Any period within which a Party shall, pursuant to this License Agreement complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) **Payments:** During the period of their inability to perform the activities 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.

## 5.3. Obligations of Licensee

### a) General

The Licensee shall always act, in respect of any matter relating to the License Agreement or to the activities, as faithful to the NMRC and shall at all times support and safeguard the NMRC’s legitimate interests in any dealings with third Parties.

### b) Standard of Performance

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

### c) Conflict of Interests

The 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.

d) 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

e) Confidentiality

Except with the prior written consent of the NMRC, 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 activities, nor shall the Licensee and the Personnel make public the recommendations formulated in the course of, or as a result of, the activities. This clause shall survive even after expiry of the License Agreement.

f) Accounting, Inspection and Auditing

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

#### 5.4. 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, the following:

a) Ensure handover of the activities Area to the Licensee as per the terms of this Agreement;

b) Upon written request from the Licensee, and subject to the Licensee complying with Applicable Laws, provide assistance to the Licensee in:

i) Procuring Applicable Permits

ii) Obtaining access to all necessary infrastructure facilities and utilities, including electricity

#### 5.5. Good Faith

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

#### 5.6. Settlement of Disputes

##### 5.6.1. 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 agreement. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an Arbitration Award under the Arbitration and Conciliation Act 1996. If the conciliation failed, the party may refer the matter to Arbitration to resolve the disputes.

##### 5.6.2. Arbitration

All disputes relating to the License Agreement or claims arising out of or relating to the License agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the activities or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Managing Director, NMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs. **2.00 crores** and to a panel of three Arbitrators, if total value of claims is more than Rs. **2.00 crores**. NMRC shall provide a panel of three Arbitrators for the claims up to Rs. **2.00 crores** and a panel of five Arbitrators for claims of more than Rs. **2.00 crores**. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. NMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third presiding Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.

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

5.6.4. 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.

5.6.5. Jurisdiction

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

5.6.6. Cost

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

### **5.7. 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:

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

### **5.8**

The RFP & License agreement are to be taken as mutually explanatory & supplementary to each other & unless otherwise expressly provided in this RFP, in the event of any conflict between them, the priority shall be in following order:-

1. License Agreement
2. RFP Document

i.e. the License Agreement above shall prevail over RFP document.

## Annexures to RFP

### Annexure-1 Letter of Proposal Submission

[Location, Date]

To

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

Subject : Co-Branding and Advertisement Rights at NMRC Stations

Dear Sir,

We, the undersigned, offer to provide the Co-Branding along with Outdoor advertisement Rights\* **or** Inside Station Advertisement Rights\* **or** Co-Branding along with Outdoor advertisement Rights as well as Inside Station Advertisement Rights\* at Noida Metro Rail Corporation Ltd. Stations in accordance with your RFP Document dated [\_\_\_\_\_ Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

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

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

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

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

\_\_\_\_\_  
Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

**\*Strike Out whichever is not applicable**

**Annexure 2: Firm Details**

- 1.0 State the structure of the Bidder's organization (Bidders to complete/delete as appropriate):  
Sole Bidder/Consortium.....
- 2.0 For Bidders who are individual companies or firms, State the following:-  
Name of Company or Firm.....
- 3.0 Legal Status (e.g. incorporated private company, proprietorship, Partnership, JV etc.)  
.....
- 4.0 Registered Address: - .....  
.....
- 5.0 Year of Incorporation.....
- 6.0 Principal Place of Business.....
- 7.0 Name of Contact Person.....  
Contact Person's Title.....  
Address, Telephone, Facsimile number & email ID of Contact Person:-  
.....  
.....

**8.0 In case of Consortium, State the following:-**

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

Authorised contact person (from lead member):.....  
 Contact person's title:-.....  
 Address, telephone, facsimile and e-mail ID of contact person:  
 .....  
 .....  
 .....

Signature of Authorized Signatory with seal

Note:-  
 The Bidder is requested to submit Affidavit in case of a Sole Proprietorship which is duly notarized, MOA & AOA in case of company, Partnership Deed in case of Partnership Firm & MOU & JV agreement in case of JV Consortium & others for legal status of tenderer.

**\*Strike Out whichever is not applicable**

**Annexure 3: List of Stations for providing preference number:-**

| S. NO | For Co-Branding along with Outdoor Advertisement Rights for the Station | Preference Order of the Station | S.N O | For Inside Station Advertisement Rights for the Station | Preference Order of the Station |
|-------|---|---------------------------------|-------|---|---------------------------------|
| 1.    | Noida Sector 50*  |                                 | 1.    | Noida Sector 51   |                                 |
| 2.    | Noida Sector 76   |                                 | 2.    | Noida Sector 50   |                                 |
| 3.    | Noida Sector 101  |                                 | 3.    | Noida Sector 76   |                                 |
| 4.    | Noida Sector 81   |                                 | 4.    | Noida Sector 101  |                                 |
| 5.    | NSEZ  |                                 | 5.    | Noida Sector 81   |                                 |
| 6.    | Noida Sector 83   |                                 | 6.    | NSEZ  |                                 |
| 7.    | Noida Sec - 142   |                                 | 7.    | Noida Sec - 142   |                                 |
| 8.    | Noida Sector 144  |                                 | 8.    | Noida Sector 83   |                                 |
| 9.    | Noida Sector 145  |                                 | 9.    | Noida Sector 144  |                                 |
| 10.   | Noida Sector 147  |                                 | 10.   | Noida Sector 145  |                                 |
| 11.   | GNIDA Office  |                                 | 11.   | Noida Sector 147  |                                 |
| 12.   | Depot Station   |                                 | 12.   | GNIDA Office  |                                 |
|       |   |                                 | 13.   | Depot Station   |                                 |

\*(No Co-Branding Rights, Only Outdoor Adv. Rights)

It is to be noted that Bidder needs to provide a Preference order (i.e. 1, 2...12) basis the Bids submitted from highest (starting from 1) to lowest i.e marking Preference 1 for the Station & type of the advertisement rights which is most preferred as per their choice(s).

Bidder can make their preference either for Co-Branding along with Outdoor Advertisement Rights or Inside Station Advertisement Rights for the Station or for both as per their choice(s)

Bidder must mention 'NO PREFERENCE/NIL' against the Station(s) name for which no choice of the Bidder.

Bidder must also quote their financial offer(s) for their preferred Station(s) and for type of advertisement Rights compulsorily.

***This is the mandatory annexure and must be uploaded in filled condition at the time of bid submission.***

**\*Strike Out whichever is not applicable**

Signature of Authorized Signatory with seal

**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 Reference No: \_\_\_\_\_

Name of Work: \_\_\_\_\_

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

| Sl. No. | Eligibility Criteria   | To be Filled by the Bidder |               |
|---------|--|----------------------------|---------------|
| 1.0     | Sole proprietorship, registered partnership firm, public limited, private limited company or consortium of any of the above can submit the Bid. The firms and the companies should be registered in India  | _____                      |               |
| 2.0     | The Bidder's annual turnover in the last three (03) financial years preceding to the bid due date  | FY                         | Amount in Rs. |
|         |  | 2019-20                    |               |
|         |  | 2018-19                    |               |
|         |  | 2017-18                    |               |
|         |  | <b>Total</b>               |               |
| 3.0     | The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agencies and by Honble' Supreme Court as on date of tender submission | _____                      |               |

Signature of Authorized Signatory with seal

## Annexure 5: Financial Capability Details

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

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

| Sl. No.                              | Name of the Bidder or Member of Consortium | Annual Turnover (In Figures) |            |            |
|--------------------------------------|--|------------------------------|------------|------------|
|                                      |  | FY 2017-18                   | FY 2018-19 | FY 2019-20 |
| 1                                    |  |                              |            |            |
| 2                                    |  |                              |            |            |
| 3                                    |  |                              |            |            |
| Total                                |  |                              |            |            |
| Average Annual Turnover (In Figures) |  |                              |            |            |
| Average Annual Turnover (In Words)   |  |                              |            |            |

**Certificate of the Chartered Accountants/Statutory Auditors**

Based on Audited Accounts and other relevant documents of \_\_\_\_\_ (Name of Bidder), we M/s \_\_\_\_\_, Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY 2017 - 18, 2018 - 19 and FY 2019 - 20 is correct.

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

**Undertaking (if applicable)**

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

**Signature of Authorized Signatory with seal****(Name & Designation of Authorised Signatory)**

*In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared."*



**Annexure 6: Memorandum**

**Name of Work: Co-Branding & Advertisement Rights at NMRC Stations**

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

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

\_\_\_\_\_  
Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

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

**Annexure 7: Undertaking****Name of Work: Co-Branding & Advertisement Rights at NMRC Stations**

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

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

---

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

**Note:**

- 1. To be signed by the Bidder/ lead member in case of a Consortium**
- 2. Please provide the list of all the pending litigations, non-performing contracts and surrendered contracts during last 5 years by the Bidder/ Consortium, if any**

**\*Strike Out whichever is not applicable**

**Annexure 8: Power of Attorney**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)  
Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.**

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

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

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

Signed by the within named

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

through the hand of

Mr. ....

duly authorized by the Board to issue such Power of Attorney

Dated this ..... day of .....

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

**WITNESS**

1. ....

(Signature)

Name .....

Designation.....

2. ....

(Signature)

Name .....

Designation.....

Notes:

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

**Annexure 9: Statement of Legal Capacity**

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

Ref. Date:

To

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

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable*

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

**Annexure 10: Power of Attorney for Lead Member of Consortium**

Whereas Noida Metro Rail Corporation Limited (NMRC) has invited applications from interested parties for the \_\_\_\_\_ (Insert the name of work) (the "Project").

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

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

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

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

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

*IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20...*

For \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

Witnesses:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

\_\_\_\_\_  
(Executants)  
(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder..*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate*

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

**Annexure 11: Consortium Agreement / Memorandum of Understanding**

(To be executed on Stamp paper of appropriate value)

This Consortium Agreement/Memorandum of Agreement is executed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20.....

**BETWEEN**

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956/2013 and having its registered Office at \_\_\_\_\_ acting through its \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

**AND**

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956/2013 and having its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

**AND**

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956/2013 and having its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the third PART]

Whereas Noida Metro Rail Corporation Limited (hereinafter referred to as 'NMRC') has invited Bids for the License of \_\_\_\_\_ **(insert name of work)** in terms of the RFP documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by NMRC for participating in the bid by the Consortium for which the Bid has been floated by NMRC.

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

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for License of \_\_\_\_\_ **(insert name of work)** in terms of the Bid invited by Noida Metro Rail Corporation Ltd., (NMRC).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by NMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid Contract, in case the Consortium turns out to be the successful bidder in the bid being invited by NMRC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for \_\_\_\_\_ (insert name of work).
4. That the Consortium have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
  - I. The Lead Member shall have \_\_\_\_\_ per cent (\_\_\_\_ %) of shareholding with reference to the Consortium for this specified License Agreement.
  - II. The Participant Member shall have \_\_\_\_\_ (\_\_\_\_ %) of shareholding with reference to the Consortium for this specified License Agreement.

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

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

under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

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

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

1. (\_\_\_\_\_) Authorized Signatory

2.(\_\_\_\_\_) Authorized Signatory

3.(\_\_\_\_\_) Authorized Signatory

(\_\_\_\_\_)

(\_\_\_\_\_)

(\_\_\_\_\_)

For (Name of company)

For (Name of company)

For (Name of company)

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

(i) Execution of the Consortium Agreement, and

(ii)Appointing the authorized signatory for such purpose



**Annexure 12: Undertaking for Responsibility for Consortium Members**

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

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

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

2. That, all consortium members are jointly or severely responsible for all commitments /liabilities / dues etc to NMRC.

3. That, we further confirm that, the stake holding of lead member - \_\_\_\_\_(Name of the company /consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties without prior permission of NMRC subject to License Agreement (to be executed with NMRC) provisions.

4. We also confirm that our consortium was made on Dt. \_\_\_\_\_, for seeking “\_\_\_\_\_”(insert name of tender) and in support of which a copy of our Board Resolution is attached with this undertaking.

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

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

Witness 1.  
2.

**\*Strike out whichever is not applicable**

**Annexure 13: Salable Form for Tender Document**

**Name of Work/Tender.** .....

DETAILS OF BID PROCESSING FEE ATTACHED

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

DETAILS OF ERNEST MONEY ATTACHED

The required amount of Earnest money has been deposited in \_\_\_\_\_ Bank A/c No. \_\_\_\_\_ through RTGS/NEFT vide **UTR No.**.....on dated\_\_\_\_\_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 14: Declaration of Refund of Earnest Money**

**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, India**

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

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

**Date:**

**Signature with Stamp/Seal**

**Annexure 15: Bid Offer/ BOQ (Format)**

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

**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**

**Sub: Co-Branding, Outdoor Advertisement & Inside Station Advertisement Rights at NMRC Stations.**

Dear Sir,

I/we have read and examined the RFP/Bid document, general terms and conditions for the work.  
 I/we hereby quote the following amount of Annual License fee for 1<sup>st</sup> Year in rupees for below mentioned work for the selected metro station as specified below, payable to NMRC.

| Co-Branding Rights along with Outdoor Advertisement Rights (As per Section 2 of RFP) |                  |  |          |
|--|------------------|--|----------|
| Station Names  |                  | Annual License Fee for 1 <sup>st</sup> year (In INR excluding GST) |          |
|  |                  | In Figures   | In words |
| 1  | Noida Sector 50* |  |          |
| 2  | Noida Sector 76  |  |          |
| 3  | Noida Sector 101 |  |          |
| 4  | Noida Sector 81  |  |          |
| 5  | NSEZ             |  |          |
| 6  | Noida Sector 83  |  |          |
| 7  | Noida Sec – 142  |  |          |
| 8  | Noida Sector 144 |  |          |
| 9  | Noida Sector 145 |  |          |
| 10   | Noida Sector 147 |  |          |
| 11   | GNIDA Office     |  |          |
| 12   | Depot Station    |  |          |
| Inside Station Advertisement Rights (As per Section 2 of RFP)                        |                  |  |          |
| Station Name   |                  | Annual License Fee for 1 <sup>st</sup> year (In INR excluding GST) |          |
|  |                  | In Figures   | In words |
| 1  | Noida Sec - 51   |  |          |
| 2  | Noida Sector 50  |  |          |
| 3  | Noida Sector 76  |  |          |
| 4  | Noida Sector 101 |  |          |
| 5  | Noida Sector 81  |  |          |
| 6  | NSEZ             |  |          |
| 7  | Noida Sector 83  |  |          |
| 8  | Noida Sec – 142  |  |          |
| 9  | Noida Sector 144 |  |          |
| 10   | Noida Sector 145 |  |          |
| 11   | Noida Sector 147 |  |          |
| 12   | GNIDA Office     |  |          |
| 13   | Depot Station    |  |          |

\*No Co-Branding Rights, Only Outdoor Advertisement Rights

**Note:-**

- Bidder must fill their financial quote as per the their preference as per annexure – 3 of RFP.**
- Each quote will be evaluated separately for specific location/option and selection will be done for eligible H1 quote received to that particular option/location.**
- No quote for any column will be treated as “Nil/Not Interested” and not evaluated accordingly**

Date:

Signature with Stamp/Seal

**Annexure 16: Proforma for Clarifications/Amendments on the RFP/Bid document**

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

| Sl. No. | Document | Clause No. and Existing Provision | Clarification required | Suggested Text For the Amendment | Rationale for the Clarification or Amendment |
|---------|----------|-----------------------------------|------------------------|----------------------------------|--|
| 1.0     |          |                                   |                        |                                  |  |
| 2.0     |          |                                   |                        |                                  |  |

Signature of Authorized Signatory with seal

Name:

Date:

**Annexure 17: Bid Details**

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

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

Signature of Authorized Signatory with seal

Name:

Date:

## Chapter-1

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

THIS AGREEMENT made on the .....day of ..... 2021 at Noida, District Gautam Budh Nagar, Uttar Pradesh, Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India** represented by ..... of the company, by virtue of his designation and authorization by **Shri.....,Managing Director, NMRC** (hereinafter called as the **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

.....,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 **Grant of \_\_\_\_\_ at \_\_\_\_\_ Metro Station** in NMRC Network through open e- bidding tendering process. Based on fulfillment of eligibility criteria as laid down in RFP document, the successful bidder M/s \_\_\_\_\_, the licensee, has been selected for assigning \_\_\_\_\_ at \_\_\_\_\_ **Metro Station, on "as is where is basis"**. 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 Contract documents 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) Any other admitted correspondence/ documents between NMRC and the Bidder.
- (iv) Notice of Award (No.....) issued by NMRC on dated.....
- (v) Letter of Acceptance given by Licensee on dated .....to NMRC.

The Licensee hereby covenants as follows: -

1. Noida and Greater Noida are being developed as the satellite towns of Delhi and more and more people from Delhi and other areas are shifting to these towns for better infrastructure and clean and fresh environment. **NMRC is a Special Purpose Vehicle (SPV)** formed for planning and executing urban transport project in Noida-Greater Noida region. NMRC desires to provide a world class Public Transportation System with state of the art technology. All the existing Metro Station in the NMRC Network is elevated i.e. above the ground level. Licensee hereby assumes responsibility for \_\_\_\_\_ Adv. Rights at the \_\_\_\_\_ **Metro Station** as per the applicable scope of work to create an advertising environment which must be comparable to the quality of leading mass-transit terminals in India and abroad and also provide value to the organization/brands who associated with NMRC along with maximize the non-fare revenue potential for NMRC and all the parties associated with. Licensee shall be responsible for design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell advertising spaces as per scope of work/opportunities at \_\_\_\_\_ **Metro Station** as specified in this Agreement at its own cost. Advertising Spaces upto a maximum of \_\_\_\_\_ **Sqm** on outside structure/façade of the Metro Station and/or \_\_\_\_\_ **Sqm** of indoor/inside Metro Station (as per scope mentioned in **Chapter 3** of this License Agreement), of display area (to be identified by the Licensee and approved by NMRC) on "**as is where is basis**", at \_\_\_\_\_ **Metro Station**.
2. Licensee irrevocably agrees to make all payments including License Fee, GST 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. **A date sheet** with the License Fee due will be provided to Licensee for their future reference after the Handing Over/Revenue Operation date of Metro Station.
3. Licensee confirms having examined the potential / locations at the \_\_\_\_\_ **Metro Station** in detail and fully understands and comprehends the technical requirements of the advertisement insert / media. The

Licensee also confirms full satisfaction as to the business viability including licensing the advertisement spaces at the \_\_\_\_\_ **Metro Station** and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to NMRC under this License Agreement.

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

| S.No | Station (as applicable)    | Annual License Fee (1 <sup>st</sup> year of License Period) |          |
|------|----------------------------|---|----------|
|      |                            | In Figures  | In words |
| 1    | _____ <b>Metro Station</b> |   |          |

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

6. **The courts at District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.**

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

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

Signature of the Authorised Official

Signature of authorized Official

For and on Behalf of the Licensee

For and on Behalf of the NMRC

( )

( )

Name of the Official  
Seal/Stamp of the Licensee

Name of the Official  
Seal/Stamp of the NMRC

In the Presence of

In the Presence of

Sign of Witness 1 \_\_\_\_\_

Sign of witness 1 \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Sign of Witness 2 \_\_\_\_\_

Sign of Witness 2 \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_



**Glossary/Definitions**

- a. **“Advertisements”** or **“Advertising”** means display of any advertisement material including pictures, printed material, electric / electronic media, smart posters, holographic images, visual display or any other innovative advertising media, etc. which are not objectionable or prohibited under various statutes, codes, policies, etc. as applicable from time to time.
- b. **“Advertising Tax”** means any amount payable to local government authorities as a result of public display of commercial messages or any other advertisement campaign.
- c. **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders;
- d. **“Agreement”** means the License Agreement to be executed between NMRC and the selected bidder.
- e. **“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
- f. **“Bank Guarantee”** means Guarantee issued by a scheduled commercial bank in favour of NMRC
- g. **“Bidder”** or **“Tenderer”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Consortium and its Successor in title and assigns which is submitting its bid pursuant to RFP Documents
- h. **“Bid Due Date”** means Bid Submission end date and time given in the E-tender
- i. **“Bid Processing fee”** means *Bid document Cost*.
- j. **“Co-Branding”** means the right assigned to the Licensee to only suffix and prefix any brand name with the name of licensed Metro Station along with other rights in accordance with terms & conditions of the license agreement (or **“Project”**)
- k. **“E-Bid Security”** means the Earnest Money Deposit (EMD)/refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- l. **“Highest Bidder”** means the Bidder, who quotes the highest License Fees
- m. **“IFSD/ Performance Security”** means interest free security deposit 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.
- n. **“Inside Station Advertisement”** means advertisement spaces available within the Station area such as concourse, platform, stairs (inside station building) etc. either in pre-fabricated form or to be created by licensee within the scope of work.
- o. **“License”** means the Co-Branding Rights/activities granted by NMRC to the Licensee at Metro Station under terms and conditions of the License Agreement.
- p. **“Licensee”** means the Selected Bidder, who has executed the License Agreement with NMRC pursuant to the conclusion of the bidding process.
- q. **“License Fee”** means the amount payable by the Licensee to NMRC as per terms and conditions of the License Agreement.
- r. **“License Period”** means a period of 10 years with the lock in period of 2 years subsequent to expiry of fitment period after handing over of the station
- s. **“LOA”** means letter of acceptance submitted by the successful bidder/licensee against the NOA (Notice of Award) issued by NMRC.
- t. **“NIT”** means Notice Inviting Tender which contains about the Schedule & other important detail regarding bidding.
- u. **“NMRC”** means Noida Metro Rail Corporation Limited ( or “Corporation” or “Licensor”)
- v. **“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/Contract
- w. **“Outside Station Advertisement”** means advertisement area available on the façade, external wall of Metro station, stairs (outside the station building) etc. either in pre-fabricated form or to be created by licensee within the scope of work.
- x. **“Party”** means Licensee or Licensor (together they are called **“Parties”**)
- y. **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- z. **“Places available for advertisement”** or **“Advertising Spaces”** means premises at selected NMRC Metro Station where Co-Branding activities including Advertisement Rights are proposed to be granted as per terms and conditions of the License agreement.
- aa. **“Re. or Rs. or INR”** means Indian Rupee
- bb. **“Revenue Operations Date (ROD)”** means the date of commercial operation of Metro in NMRC Network
- cc. **“Selected Bidder”** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of License.

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.

### 3.0 Scope of Work

#### 3.1. Co-Branding Rights along with Outdoor Advertisement Rights at Metro Stations:-

- 3.1.1. The selected Bidder shall be permitted to have Co-Branding Rights along with Outdoor Advertisement Rights at the selected Metro station(s). **(Except Sec – 50 Metro Station where only outdoor advertisement rights will be permitted without any Co-Branding right)**. The list of available Metro Stations for Co-Branding activities with offered outdoor/outside Station advertisement area are *detailed at table -1 below*.
- a) Licensee shall have Co-Branding Rights at the selected Metro station(s) except Sec – 50 Metro Station. The Licensee will suffix/prefix the brand name with the Name of the station i.e. the selected station be listed as “[XYZ [Brand Name]]” or “[Brand Name] XYZ”; where in XYZ is the name of the selected Metro Station. The brand name shall preferably be not more than two words. Individual names of any person or religious entity, or of similar background shall not be permitted. Any such composite brand name may include the Co-Branding Partner’s Name in conjunction with other words, subject to prior written approval of NMRC. The prefixing and suffixing is to be done with a separate font/color/size as distinct from the NMRC signage at the said station. However, to avoid frequent changes in Prefix or Suffix, of a brand name to the name of Metro Station, a specific brand name may be displayed for a period not less than six (06) months. At **Sec – 50 Metro Station, No Co-Branding Rights will be provided but only SINGLE BRAND outdoor advertisement right will be permitted.**
  - b) In addition to the Co-Branding Rights to the name of the station as Station Name “Brand” or “Brand” Station Name, the Licensee shall be granted outdoor advertisement spaces/rights along with other advertisement rights at the selected Metro Station to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement & RFP Document.
  - c) NMRC shall provide tentative outdoor advertisement spaces outside of the selected Metro Station at the quoted rate as per table - 1 below. *The stations would be handed over for Co-Branding Rights/activities & for outdoor advertisement display on “as is where basis is”.* **Only single brand is permitted for external/outside advertisement at selected Metro Station.**
  - d) The Licensee can utilize any format of advertisement including but not limited to backlit panels, scrollers, digital display, etc. as indicated above at the selected Metro Station with prior written approval from NMRC. However, audio advertisement in any form is not permitted and there will be no change in NMRC’s station announcement/train announcement/notification/ inside train name/or any other document due to Co-Branding of the station. NMRC shall provide maximum display area as per table - I below at the **(Selected) Metro Station** and shall include the following considering the operational feasibility of the locations:
    - i. All feasible spaces including staircases (Outside the Station Building) Any space/advertisement area falls either outside the Station or inside the Station will solely be decided by NMRC and it will be binding on the licensee & licensee cannot make any claim or compensation for this.
    - ii. Smart posters, visual display by electronic media, **without audio**
    - iii. Projectors/holography or any other innovative advertisement media
    - iv. Install digital advertisement panels in the form of LCD / LED panels, video walls or any similar format of advertisement, **without audio**
    - v. All under construction/upcoming/Future FOBs (if any) will not be the part of the Co-Branding and Outdoor Advertisement contract, however existing FOB at the time of Tender (if any) will be the part of the Co-Branding and Outdoor Advertisement Rights contract.
- Note: - Electronic/Digital Media for outdoor advertisement will be permitted subject to the conformity with the available statutory guidelines and its amendment from time to time and approval by NMRC.
- 3.1.2. The following activities shall also be permitted (with prior written approval of NMRC) as a part of Co-Branding and are not included in the advertisement inventory as tabled above.
- i) Branding of Outside Station Building as well as Inside the Station Building in Brands color by painting or by using 3M vinyl pasting or equivalent except at Sec – 50 Metro Station.
  - ii) Refurbishment of station exterior & interior in Brands colour scheme besides co-branding the Brands name (suffixed or prefixed) with station name except at Sec – 50 Metro Station.
  - iii) Landscaping at NMRC station to give aesthetic and pleasing appearance to the station
  - iv) Painting of facade / affixing of 3M vinyl pasting or equivalent at station to pleasing feel and look of the Brand except at Sec – 50 Metro Station.

- v) Carry out painting of station outside area as well as station inside area in the Brand's color except at Sec – 50 Metro Station.
- vi) Co-Branding of Station name inside as well as outside of the selected Metro Station as per feasibility and prior approval of NMRC except at Sec – 50 Metro Station.

3.1.3. The following activities shall also be permitted (with prior written approval of NMRC) as a part of Co-Branding Rights and are not included in the advertisement inventory:-

- i) Experiential marketing – canopy of size 6 x 6 ft size at only one location in paid / unpaid inside Station area at a time
- ii) Retail Bare space maximum 10 Sqm at one or more location at operationally feasible location in the station premises for Licensee's legitimate activity for office/business purpose only (non-food)

3.1.4. The Licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics and other features of the station that may be required to customize for branding and imparting "Look and Feel" to the Station for the promotion of its brand, subject to prior approval of NMRC. The plan should be in tune with and not disturb the aesthetics/look of the station. The co - branding and outdoor advertisement display plan hence prepared must be in compliance to technical parameters of **Noida Outdoor Advertisement Policy 2015 / Outdoor Advertisement Policy 2016 of Greater Noida Industrial Development Authority (GNIDA)/any other relevant policy/ EPCA guidelines/ Directives given by Hon'ble courts or any other prevailing policy or subsequent amendments.**

3.1.5. The Licensee shall be permitted to use and display the logo of the brand at the selected station except at Sec – 50 Metro Station..

3.1.6. During the currency of the license period, the Licensee may be permitted to change the Brand name of the station, logo or modify the theme of the advertising inventory at its own cost after approval from NMRC. However, it needs to be ensured that there is no obstruction for the free movement of passengers and operations should not be affected in any manner thereon.

### 3.2. Inside Station Advertisement Right at Metro Stations:-

3.2.1. The selected Bidder shall be permitted to have Inside Station Advertisement Rights at the selected Metro station(s). The list of available Metro Stations for Inside Station Advertisement Rights with offered inside Station advertisement area are *detailed at table -1 below.*

- a) The Licensee shall be granted Inside station Advertisement Rights on the available pre-fabricated advertisement display panels at the selected Metro Station along with to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement & RFP Document.
- b) *The stations would be handed over for Inside Station Advertisement Rights on "as is where is basis".*
- c) The Licensee can utilize any format of advertisement including but not limited to backlit panels, scrollers, floor branding, roof branding, digital display, etc. at the selected Metro Station with prior written approval from NMRC. However, audio advertisement in any form is not permitted. NMRC shall provide maximum display area at each of the selected Metro Station and shall include the following considering the operational feasibility of the locations:
  - i. All feasible spaces including staircases (inside the Station building). Any space/advertisement area falls either outside the Station or inside the Station will solely be decided by NMRC and it will be binding on licensee & licensee cannot make any claim or compensation for this.
  - ii. Frisking panels/equipment
  - iii. Fixed / Movable panels
  - iv. Product displays
  - v. Smart posters for use in e-commerce for on-line or off-line shopping purposes, visual display by electronic media, **without audio**
  - vi. Projectors/holography or any other innovative advertisement media
  - vii. Install digital advertisement panels in the form of LCD / LED panels, video walls or any similar format of advertisement, **without audio**
  - viii. Platform Screen Doors (PSDs)
  - ix. Advertisement inventory may includes smart posters, QR codes/Graphics etc.

3.2.2. The Licensee may be permitted to carry out the advertisements by way of integrating the station signage's for the purpose of optimization of spaces inside metro station, provided if it is technically feasible and has been approved by NMRC.

3.2.3. The Licensee shall be entitled, at his own cost, to prepare a scheme and plan for advertisement display subject to prior approval of NMRC. The plan should be in tune with and not disturb the aesthetics/look of the station. The advertisement display plan hence prepared must be in compliance to the statutory guidelines and its amendment from time to time.

### 3.3 Below mentioned conditions are applicable commonly on the above mentioned Scope of Work (Co-Branding along with Outdoor Advertisement as well as Inside Station Advertisement Rights):-

- 3.3.1 **Corporate Social Responsibility (CSR)** - The Licensee shall have to earmark up to 5% of total advertisement spaces at *selected Metro Station* for carrying out social marketing activities or social messages by NMRC. The cost for printing advertisements *material* with regard to social marketing activities or social messages shall be borne by NMRC.
- 3.3.2. 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. No co-branding with the Licensor is allowed, without prior permission.
  - 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 related items
  - xi) Lottery tickets, sweepstakes entries and slot machines related advertisement
  - xii) Advertisement which may be obscene or contain pornography or contain an "indecent representation of women"
  - xiii) Advertisement which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
  - xiv) Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860
  - xv) Any content that threaten or adversely affect the public image of the NMRC/ State/Central Government or NMRC's ability to operate its facilities or the NMRC's ability to attract and maintain the patronage of passengers.
  - xvi) The negative list as per Noida Outdoor Advertisement Policy 2015, Outdoor Advertising Policy 2016 of Greater Noida Industrial Development Authority (GNIDA) and any revision thereof shall be applicable.
  - xvii) The co-branding/ advertisement should not be related to any activity which is considered unlawful/illegal as per the Indian law.
- 3.3.3. The Licensee shall have rights and obligations to perform as specified below:
- a) Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site. NMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of *advertisement* master plan is not approved by NMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be approved *by* NMRC *to* Licensee.

- b) Designing of all advertising units/structures to complement station architecture for advertising sites accompanied with structural drawing & structural stability certificate issued by a reputed civil firm/agency
- c) Operate, manage and maintain the entire advertisement plans
- d) Create new innovative advertising opportunities at selected Metro stations.
- e) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- f) Comply with all statutory requirements in connection with License Agreement/RFP document.
- g) The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Advertisement panels, billboards, creative's, products etc. While NMRC shall provide security at stations, NMRC shall not be responsible for any vandalism, theft or damage to any advertisement panels or billboard or creative's or products or any other such thing put up by Licensee on the station. The Licensee shall ensure that Station building including advertisement panels, walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of advertisement billboards, creative's etc. shall be done after taking prior written permission of NMRC.

#### 3.3.4. Utilisation of Premises and Plans -

- a) **'As is where is basis':** - The Licensee shall be licensed with the said premises, equipment, installations, fittings and fixtures on 'as is where is basis' and the Licensee shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of NMRC in writing and when permitted by the Licensor the said additions and alterations shall be carried out by the Licensee at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the licensed premises and the same shall vest in NMRC. The Licensee shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from the licensor's permissions and licenses from the Municipal Corporation & such other Statutory Authorities at its own cost and expense.
- b) Licensee shall submit advertising plan for the complete inventory for which it is granted the advertising rights to NMRC. The advertising plan should contain the following-
  - i) Type of media and format for each location to be submitted to NMRC in advance.
  - ii) Fixing mechanism of advertisements/panels to their respective location along with detailed structural drawing and structural stability certificate from a reputed civil agency/firm
  - iii) Requirement of additional utilities like electricity, etc.
  - iv) Detailed layout of utility connections
- c) Approval of Plan: All the sites proposed by the Licensee in the plan shall be subject to approval by NMRC with regard to
  - i) Structural stability
  - ii) Operational feasibility
  - iii) Aesthetics
  - iv) Safety & security concern
  - v) Specifications and type of materials used

In this regard, the layouts/designs of the Licensee shall be checked by NMRC and upon approval, permission shall be granted for installation of equipment.

- d) The licensee shall submit the details (As per Scope of Work) for the *selected* Metro station to NMRC for approval and after getting approval from NMRC, licensee can carry out the work at Selected Metro at its own cost without in any way affecting or disturbing the passenger movement as well as operation of the Metro.
- e) In this regard, a committee comprising of NMRC officials shall be formed for granting approval. The committee shall communicate its decision in writing within seven (07) working days from the date of submission of plan by Licensee to NMRC for display of advertisements.
- f) If the plan does not conform to the requirement as mentioned in RFP document, NMRC may reject the plans / proposals, duly specifying the reason(s) thereof. In such case, Licensee shall resubmit its plan/ proposal after such modification and conforming to the requirement of NMRC for approval. Licensee can display advertisements as per spaces approved in the above plan.

- g) If any approvals are required to be taken from any local authority for display of the advertisement, the same is the sole responsibility of the Licensee. NMRC may assist the Licensee in the matter.
- h) The Licensee may submit modification / revision of already approved advertisement plan for Selected Metro station. Such modifications / revision of advertisement plans shall also be considered by NMRC in accordance with above stipulations.
- i) Any area whether it is fall within the inside metro station or outside of the metro station will be solely decided by the NMRC and it will be binding on the Licensee. No claim/compensation will be entertained by NMRC in this regard.

3.3.5. If FOB connectivity to the station is needed, it shall be given separately as per the FOB Policy of NMRC which is available on the NMRC official website.

3.3.6. Exception to Exclusivity for all the above mentioned Metro Stations: (as and where applicable for scope at selected Metro Stations)

- a) NMRC may provide contract for regular operations, cleaning and maintenance of toilet blocks at Metro Stations with continuous serviceability round the clock along with advertisement rights (for area not exceeding 15 Sqm) on the toilet blocks to the contractor.
- b) The licensee shall not be provided rights for advertising through Wi-Fi, mobile/radio signals on advertisement media not installed/owned by them, viz. mobile, tablet, etc. of commuters, NMRC staff etc.
- c) Any other public facility developed by NMRC i.e. Water ATMs, Cycle Docks, Bus Stands, etc. shall be permitted within the premise of the Metro Stations with nominal advertisement rights (area up to 10 Sqm) on the specific location. The Advertisement Rights player shall not object for the same.
- e) NMRC may install/create any new inventory, panels, etc. for its partners, etc. without commercial exploitation from the same.
- f) NMRC may utilise a defined location at the station for displaying Artwork/ exhibition corners, other exhibits without any commercial consideration to the licensee.

**Table -1**

| Sl. No. | Station Name    | Inside Station Advertisement Area (In Sqm) | Outside Station Outdoor Advertisement Area (In Sqm) |
|---------|-----------------|--|---|
| 1.0     | Noida Sec -51   | 210  | Not offered / NIL                                   |
| 2.0     | Noida Sec -50   | 240  | 420   |
| 3.0     | Noida Sec -76   | 200  | 420   |
| 4.0     | Noida Sec – 101 | 200  | 200   |
| 5.0     | Noida Sec -81   | 200  | 210   |
| 6.0     | NSEZ            | 200  | 500   |
| 7.0     | Noida Sec – 83  | 210  | 320   |
| 8.0     | Noida Sec - 142 | 140  | 180   |
| 9.0     | Noida Sec – 144 | 200  | 420   |
| 10.0    | Noida Sec -145  | 200  | 420   |
| 11.0    | Noida Sec -147  | 200  | 420   |
| 12.0    | GNIDA Office    | 200  | 450   |
| 13.0    | Depot Station   | 140  | 150   |

**Disclaimer**

- 4.1.1 The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement & RFP document including but not limited to market and market conditions.
- 4.1.2 The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed the commerciality of Project and that it will be fully responsible for all its assessment in this regard.
- 4.1.3 The Licensee confirms having seen / visited / assessed the potential locations at the Metro Station and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 4.1.4 The Licensee also confirms that it has fully analyzed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.
- 4.1.5 This Agreement shall only represents a contractual obligation of NMRC permit Co-Branding/Outdoor/Inside Stations Advertisement activities at said station only, on “ as is where is basis”, as detailed in the RFP and this License agreement documents.

**Tenure of License & Exit from License Agreement**

- 5.1.1. The contract shall be for a period of 10 (Ten) years with lock in period of 2 years after the expiry of fitment period of 120 days for the \_\_\_\_\_ **Metro Station** from the date of handover of the station by NMRC, subsequent to letter of acceptance of NOA & requisite payments. \_\_\_\_\_ **Metro Station** shall be handed over for \_\_\_\_\_ Adv. activities within 7 days from the date of receipt of full payment as stipulated in NOA.
- 5.1.2. The License Agreement shall be executed within 30 days of handing over of Station.
- 5.1.3. If the Licensee is desirous of surrendering and exiting from the license hereby created and foreclosure before expiry of the lock-in period of two years, 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) 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.
- 5.1.4. The Licensee shall have an option to exit from the License Agreement immediately after completion of lock-in period of 2 years. For this, the licensee shall give 180 days prior intimation to NMRC which can be given before completion of defined lock-in period. [In this case lock in period is of 2 years, prior intimation can be given after 1 1/2 years], however option to exit will be available after two years. 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. 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 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.
- 5.1.5. 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 180 days, 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 180 days (notice period) and outstanding dues, if any. NMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of 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 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. License shall have no claim for compensation or consideration / damages on this account.
- 5.1.6. On Operational Ground: NMRC reserve the rights to terminate the License Agreement by giving 90 days advance notice on operational ground. The License agreement will stand terminated on expiry of 90 day's notice. The advance annual license fees deposited by the Licensee for the balance period of that year shall be refunded on pro-rata basis, without consideration of any interest. Further, the Interest free Security deposit will be refunded after adjusting outstanding dues payable to NMRC, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensee shall remove all the media, fixtures, panels, etc. from NMRC premises *after availing 30 days grace period immediately after the completion of 90 days advance notice*, failing which these structures, media, fixtures, panels, etc. shall become property of NMRC at "0"/nil value. All utility will be disconnected/discontinued immediately after 90 days notice period.



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

6.1.1. The licensee is liable to pay to NMRC License Fee annually in advance i.e. before the start of next year of License Period. The License Fee will be escalated @ 5% annually on compounding basis.

6.1.2. **Schedule for Payment of License Fee & applicable taxes:-**

| S. No. | Payment Schedule   | Amount of License Fee and interest free security deposit payable by the Licensee to NMRC               |
|--------|--|--|
| 1      | Within 30 days of issue of Letter of Acceptance                                  | 6 (six) months License Fee as Interest Free Security Deposit* of Rs. _____/- (1st Installment of IFSD) |
| 2      | Within 120 days of handing over of the Station (License Fee for 1st year)        | 1st year's quoted License fee + GST  |
| 3      | Within 6 months of handing over of the Station                                   | Six Months License Fee as Interest Free Security Deposit* of Rs. _____/- (2nd Installment of IFSD)     |
| 4      | Before the start date of 2nd year of License Period (License Fee for 2nd year)   | 1st year's License Fee escalated by @ 5% + GST   |
| 5      | Before the start date of 3rd year of License Period (License Fee for 3rd year)   | 2nd year's License Fee escalated by @ 5% + GST   |
| 6      | Before the start date of 4th year Of License Period (License Fee for 4th year)   | 3rd year's License Fee escalated by @ 5% + GST   |
| 7      | Before the start date of 5th year of License Period (License Fee for 5th year)   | 4th year's License Fee escalated by @ 5% + GST   |
| 8      | Before the start date of 6th year of License Period (License Fee for 6th year)   | 5th year's License Fee escalated by @ 5% + GST   |
| 9      | Before the start date of 7th year of License Period (License Fee for 7th year)   | 6th year's License Fee escalated by @ 5% + GST   |
| 10     | Before the start date of 8th year of License Period (License Fee for 8th year)   | 7th year's License Fee escalated by @ 5% + GST   |
| 11     | Before the start date of 9th year of License Period (License Fee for 9th year)   | 8th year's License Fee escalated by @ 5% + GST   |
| 12     | Before the start date of 10th year of License Period (License Fee for 10th year) | 9th year's License Fee escalated by @ 5% + GST   |

\* Bid Security amount of Rs.7, 50,000/- will be adjusted against the Interest Free Security Deposit/Performance Security or 1<sup>st</sup> Advance L.fee

- a) The License fee shall be paid as per the above payment schedule.
- b) GST at applicable rate will be paid extra on the above amounts along with the License Fee as per guidelines. Any further revision in tax structure/rates of GST will also be payable/ applicable due to Govt. policy or legislation.
- c) The utility charges including consumption of electricity, etc. shall also be payable by Licensee to NMRC in addition to above in accordance with terms & conditions of the agreement. Till the time NMRC is not able to provide the electricity to the licensee during the stage of construction/ fabrication/ finishing of the Metro Station before ROD, the licensee has to coordinate with the civil contractor of the selected/particular Metro Station to get the electrical power, if needed, for fabrication and other works. NMRC shall facilitate for the same.

6.1.3. **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 for credit of the designated account of NMRC after obtaining prior approval of NMRC and complying with the laid down procedure as per clause of License Agreement.

- b) The re-conciliation of license fee and other dues shall be carried out annually. 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 year.
- 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/any other communication.

**6.1.4. Non Payment of License Fee and Other Duties**

- a) Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle NMRC to terminate the License Agreement as per provisions stipulated in this License Agreement. Besides, *any delay in payments of the amount becoming due on the due date shall constitute Material Breach of License Agreement by the Licensee & in that case Licensee shall pay an interest @ 18% per annum on the amounts of License Fee and other dues on daily basis, for each day of delay until the dues are finally paid.*
- b) Licensee *whenever made any payments* shall periodically advise the details of payments made to NMRC. In the case of non-submission of such details, initially Third party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of NMRC), then others dues / liabilities like electricity, etc, and lastly License fee shall be accounted for.
- c) The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from NMRC.
- d) In case payment is not made by due date, a 15 day notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, NMRC shall be entitled to terminate the License Agreement with 30 days' 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 would be discontinued on 16<sup>th</sup> day of issuance of 30 days termination notice.
- e) 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 15 days of issue of Licensee Event of Default Notice, along with a written request in the matter.
- f) The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from concerned Station Manager or its authorized representative 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 Station Managers or its authorized representative shall not be entertained.
- g) 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.
- h) 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 the advertisements immediately thereafter within 3 days of receipt of notice of such termination by NMRC.

7.1.1 **Interest Free Security Deposit / Performance Security**

- a. The Licensee shall pay Interest Free Security Deposit / Performance Security to NMRC in advance equivalent to the amount of Annual (12 months/1<sup>st</sup> year of License Period) License Fee **for the Metro Station handed over**. The interest free security deposit can be paid in two installments as per schedule of payment of this License Agreement. The interest free Security Deposit/ Performance Security shall be accepted in the in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled commercial bank as per format of the License Agreement in favour of NMRC valid up to 5 years. The Bank Guarantee shall be extended and renewed before the start of 6<sup>th</sup> year of License period with the amount equivalent to the License Fees of 6<sup>th</sup> year of contract before expiry of earlier Bank Guarantee in favour of NMRC valid up to next 5 years plus 6 months i.e. upto 10<sup>th</sup> year of license period + 6 months, failing which the previous Bank Guarantee shall be invoked and encashed by NMRC without any prior intimation to the licensee. For last year of license period the Bank Guarantee shall be extended and renewed for residual period of contract plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en-cashed by NMRC without any intimation to the licensee.
- b. In case of a Consortium, the performance security is to be submitted in the name of the Consortium. However, splitting of the performance security (while ensuring the security is in the name of Consortium) and its submission by different members of the Consortium for an amount proportionate to their participation ratio or otherwise is also acceptable.
- c. EMD amount of successful bidder shall be adjusted in the performance security.
- d. 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.
- e. Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period i.e. 10 years from commencement date of License Agreement/License Period or in case of surrender of license after two years 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.
- f. 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.
- g. 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, 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.

**8.1.1. Taxes and Other Statutory Dues**

- a) The GST and Advertisement Tax, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.
- b) The property tax applicable, if any, on the property of NMRC shall be borne by NMRC.
- c) The revenue generated from Inside and Outside Advertisement at Metro Stations shall be of NMRC. However, in future, 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.
- d) 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.
- e) The Licensee and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.
- f) Payment of stamp duty on agreement, if any, to be executed in pursuance of this Tender/License Agreement/Contract will be borne by Licensee.
- g) Noida-Greater Corridor of NMRC Ltd. is operated in the State of Uttar Pradesh and it is advised that licensee preferably should have GST Registration for State of Uttar Pradesh for claiming GST input credit against the invoice raised by NMRC.

**9.1.1. 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 negative list of advertising and "Factors Governing Advertising Selection" as stipulated in this Agreement.
- 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 or 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.

**9.1.2. 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 30 days 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 under 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 30 days. If the Licensee fails to cure the Default within 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.

**9.1.3.**

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.

**10.1.1. Maintenance of Advertisement Spaces**

- i. Licensee shall keep and maintain the advertisement media/panel in neat and clean condition and in safe & sound manner during all the time of License tenure. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by advertisement media due to error/omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- ii. 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.
- iii. Access to stations for the purpose of placement of advertisements shall be regulated by the concerned office of the NMRC and the Licensee is required to take necessary permissions in this regard from the office. It is clarified that the permission to the Licensee shall not be unduly denied, however, Metro Operations will be on HIGHEST priority over any other work and permission of work will be decided/arranged accordingly.
- iv. Joint inspection of station may be conducted by NMRC officials and Licensee, at mutually convenient time. Discrepancy noticed or 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 90 days shall constitute Material breach and Licensee Event of Default, which shall entitle NMRC to en-cash Interest Free Security Deposit in part or full and or terminate the License Agreement after giving 90 days notice to the Licensee.
- v. Such termination of the License agreement and forfeiture of the Interest Free Security Deposit/Performance Guarantee by NMRC shall be without prejudice to any other damages, rights or remedies applicable under law in its favor.

**Penalties**

- 11.1.1. Licensors reserves the right to impose the penalty after written notice to the Licensee in the following:
- a) Licensee displays advertisement without approval of creative's from NMRC
  - b) Licensee doesn't provide advertisement spaces at each station for carrying out social marketing activities or social messages by NMRC
- In the above cases, per day penalty shall be imposed equivalent to per day prevalent license fees, till the same has not been rectified to the satisfaction of NMRC.**
- 11.1.2. Licensors reserves the right to impose the penalty on Licensee up to Rs. 5,000/- per offence on the following offenses and invoices will be raised from time to time basis:
- a) Any staff of Licensee found in drunken condition/indulging in bad conduct.
  - b) Any staff of the Licensee found creating nuisance while on duty.
  - c) Improper maintenance & defacement of the advertisement panels or Metro Property.
  - d) Dishonour of drafts and Cheques given by Licensee in favour of NMRC. Cheques may be accepted in emergent situation with prior approval of NMRC.
  - e) Misbehaviour with staff and commuters of NMRC.
  - f) Not following safety and security norms as may be indicated by authorized representative of NMRC.
  - g) Failure to comply with the discrepancies noticed or instructions issued by NMRC.
  - h) Any other offence which deemed fit by NMRC regarding imposition of penalty.

**12.1.1. Minimum Material Specifications for Advertisement**

Licensee shall provide advertisement media/panels/fixtures conforming to international standards of high quality advertising comparable to Airports and Metro of leading nations. Advertisement panels shall be provided by Licensee conforming to the following minimum specifications or its equivalent:

- (a) Frame work – SS 304
- (b) Backing sheet of G.I.
- (c) Internal cables of Fire Retardant Low Smoke type (FRLS) for Elevated as specified in Electrical Procedure Order of Chapter-17 of this License Agreement.
- (d) TL tubes for back lighting / illumination with electronic ballast
- (e) Polycarbonate sheet as cover of GE make or equivalent
- (f) Advertising media to be made from Fire Retardant, Low Smoke, and Zero Halogen material and comply with all Indian and International standards.
- (g) Frame finishes of Aluminum is also permissible
- (h) In order to have energy conservation, LED or any other energy saving devices conforming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.



**13.1.1. Force Majeure**

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

**Settlement of Disputes**

## 14.1.1 Amicable Settlement

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

**Conciliation**

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

14.1.2 **Arbitration**

All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Managing Director, NMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to **Rs. 2.00 crores** and to a panel of three Arbitrators, if total value of claims is more than **Rs. 2.00 crores**. NMRC shall provide a panel of three Arbitrators for the claims up to Rs. **2.00 crores** and a panel of five Arbitrators for claims of more than Rs. **2.00 crores**. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. NMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third presiding Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.

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

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

## 14.1.5. Jurisdiction

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

## 14.1.6. Cost

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

**Handing over on Termination / Completion / Surrender****15.1.1**

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

**Miscellaneous**

- 16.1.1. Insurance and Waiver of Liability** - The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in NMRC premises, including death or injury caused by the 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.
- 16.1.2. 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.
- 16.1.3. The Licensee shall comply with the laws of land including Pollution Control Board guidelines regarding advertisement/display. 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.
- 16.1.4. The Licensee will not ask for any claim or seek any compensation from NMRC if advertisement at any advertisement space at any station is not permitted due to court order/local laws/civil authorities.
- 16.1.5. 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.
- 16.1.6. 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.
- 16.1.7. 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.
- 16.1.8. 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 -
- (i) the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise
  - (ii) 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
  - (iii) That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- 16.1.9. 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
- 16.1.10 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 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.
- 16.1.11 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 of media installation) 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/or any other legitimate mode as per prevailing applicable charges, in addition to the valid ID cards.

- 16.1.12 Advertisement spaces & retail space at \_\_\_\_\_ **Metro Station** are hereby provided to Licensee on "as is where basis is". Licensee may utilize existing prefabricated panels (if any) for the purpose of advertisement after due refurbishment. However, if Licensee does not intend to utilize such existing prefabricated panels for advertisements, such prefabricated panels shall be disposed-off by Licensee at its own cost out of NMRC premises. NMRC shall not have any claim with regard to such disposal.
- 16.1.13 Advertisement **activities** are granted to the Licensee at \_\_\_\_\_ **Metro Stations** on exclusivity basis. NMRC shall not engage in future any third party for commercial advertisement at \_\_\_\_\_ **Metro Station** during the currency of License period. However, NMRC reserves the right to put generic signages on the retail outlets and in property development areas inside/outside stations and conditions mentioned in the clause "Exception of Exclusivity" of this License Agreement & RFP document.
- 16.1.14 That the Licensee shall appoint a Manager/Supervisor whose scope of services with respect to this license agreement shall also include following:
- a) 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.
  - b) Ensure that fire detection and suppression measures (if required) 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 equipments. 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.
  - c) 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.
- 16.1.15 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.
- 16.1.16 That the Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and NMRC shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
- 16.1.17 In case of restricted availability of power supply/breakdown, the station power requirements would get first priority and this may result in restriction/rostering of power supply to the Licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of NMRC or such causes where the supply of NMRC is affected by a cause or causes over which NMRC has no control, NMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- 16.1.18 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 of the licensor.
- 16.1.19 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.

- 16.1.20 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 2002 and also to instructions issued from time to time from the MD, NMRC or any official of NMRC. Non-compliance with rules/regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court/High Court or any other judicial / quasi judicial body/authority. The same shall be the responsibility of Licensee.
- 16.1.21 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:
- a) Sickness, or disease, or death of, or injury to any person; and
  - b) Loss of, or damage to, or destruction of any property including consequential loss of use.
- 16.1.22 Good Faith :- The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 16.1.23 Obligations of Licensee
- a) General :- The Licensee shall always act, in respect of any matter relating to the Contract or to the Services, as faithful to the NMRC, and shall at all times support and safeguard the NMRC's legitimate interests in any dealings with Sub-Contractors or third Parties.
  - b) 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.
  - c) 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.
  - d) 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 this Contract.
  - e) Confidentiality : - Except with the prior written consent of the NMRC, 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.
  - f) Accounting, Inspection and Auditing: - 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.
- 16.1.24 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, the following:
- a) Ensure handover of the Project Area to the Licensee as per the terms of this Agreement;
  - b) Upon written request from the Licensee, and subject to the Licensee complying with Applicable Laws, provide assistance to the Licensee in:
    - i) Procuring Applicable Permits
    - ii) Obtaining access to all necessary infrastructure facilities and utilities, including electricity
- 16.1.25. Fraud and Corrupt Practices
- a) 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 Contract 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 or Licensee**, as the case may be, if it determines that the **Bidder or Contractor or Licensee**, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMRC shall be entitled to forfeit & appropriate Bid Security or Security Deposit (interest free)/ 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 Contract Agreement, or otherwise.

b) Without prejudice to the rights of NMRC under Clause 16.1.25 (a) herein above and the rights and remedies which NMRC may have under the NOA or the License Agreement, or otherwise if a Bidder or Contractor or licensee, as the case may be, is found by NMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the License Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by NMRC during a period of 3 (three) years from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in License Agreement execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a License Agreement;

(iii) "collusive practices" means a scheme or arrangement between the Licensee, with or without the knowledge of the NMRC, designed to establish prices at artificial, non-competitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a License Agreement

d) 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 License Agreement.

16.1.26. Governing law and jurisdiction :- The terms & conditions/clauses 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 License Agreement 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.

16.1.27. Notices

a) Any notice, request or consent required or permitted to be given or made pursuant to terms and conditions/clauses of this License agreement 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 as follows:-

O/o GM/Technical  
 NMRC Ltd., 3<sup>rd</sup> Block, 3<sup>rd</sup> Floor  
 Ganga Shopping Complex  
 Sector-29, Noida-201301  
 Uttar Pradesh

b) A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

16.1.28. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed by the NMRC or the Licensee/Successful Bidder may be taken or executed by the officials as formally designated by each party.

16.1.29 Any modifications or variations of the terms and conditions of these standard terms, including any modifications or variations of the scope of services, may only be made by written agreement between the parties. However, each party shall give due consideration to any proposals for modification or variation made by other party.

**Rules and Guidelines for release of Electric Power & other related items****17.1.1. Rules and Guidelines for release of Electric Power**

- a) Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of NMRC station; availing power supply from outside agencies in NMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
- b) The power supply connection released for commercial activity shall be from the available NMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, Licensees may however, provide UPS / Inverter at their cost if they so desire. Installation of DG set is not permitted.
- c) For elevated stations Licensee may provide AC (if required) at his own cost conforming to detailed specifications attached at **Clause 17.1.8 of Chapter-17: Specifications of Air Conditioner**
- d) NMRC will attempt to provide electricity at the point nearest to location; Licensee is required to pay the cost of electrical works required for extension of power from NMRC panel / DB up to site on actual basis + NMRC service charges @15%. Alternatively, Licensee may also undertake electrical work for extension of power from nominated source under NMRC supervision and complying all codal provisions as listed in NMRC specifications, upon payment of requisite fees of Rs. 10,000/- per feeder + applicable GST (one feeder with energy meter).
- e) NMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
- Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
  - Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.
- f) Licensee shall extend power supply from this Meter box at his own cost. List of approved makes and specifications to be complied for carrying out electrical works inside leased premises at clause no. **17.1.5 of Chapter-17: Specifications for Electrical Works**. Licensee is also **(if required)** comply with necessary provision for fire safety in accordance with stipulations attached at **Clause no. 17.1.9 of Chapter-17 : Fire Safety Requirements**. The work executed by Licensee shall be inspected by NMRC representative for ensuring compliance of specifications / stipulations of License Agreement & other existing guidelines.
- g) At the end of the contract (pre-mature surrender/termination, natural completion, etc.), all cable, pre-paid meter, connected software, etc. shall be sole property of NMRC. The Licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
- h) Mode of power supply: If Licensee desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.
- i) Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety (if required) works in leased premises in all respect.
- j) During tenure of temporary power supply, Rs. 100/- per week per KW or part thereof shall be charged over and above applicable tariffs.
- k) In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled. Format of application for temporary and permanent connection and lists of documents required are attached at **clause 17.1.2. of Chapter-17 - Format of Application for Temporary Power Supply and clause 17.1.3. of Chapter-17 - Format of Application for Permanent Power Supply**.
- l) Tariff- Rate of electricity shall be charged from Licensee at which concerned Electrical Connection providing Agency would be charging, had they obtained electric connection from them. The tariff shall be applicable according to same.

**17.1.2.: Format for Application of Temporary Power Supply :-**

| S.No. | Item  | Details |
|-------|---|---------|
| 1     | Name of the Licensee  |         |
| 2     | Station/Premises/Section  |         |
| 3     | Reference of allotment letter/Load Sanction Letter<br>(Copy to be attached) |         |
| 4     | Load Requirement (KW)   |         |
| 5     | Details of submission of Refundable Electrical Security Deposit as per load |         |
| 6     | Details of Cable installed along with earthing                              |         |



|    |   |                         |
|----|---|-------------------------|
|    | (Make and rating)<br>Attach Cable Test Report   |                         |
| 7  | Details of MCCB/MCB installed<br>(Make and rating)  |                         |
| 8  | Details of ELCB installed<br>(Make and rating)  |                         |
| 9  | Details of MDI / TOD Energy installed<br>(Make and rating)<br>Attach Original Meter Test Report         |                         |
| 10 | Please confirm whether lockable DB with earthing has<br>been provided and sealed by NMRC representative |                         |
| 11 | Attach Cable layout plan (submitted by license & signed<br>by concerned E & M supervisor)               | Attached / Not Attached |
| 12 | Attach Electrical Declaration along with Annexure on Rs.<br>100/- Non-judicial Stamp paper              | Attached / Not Attached |

#### Procedure

- 1.0 After ensuring lying of cable and meter box as per stipulations Licensee shall apply to concerned department through executive department in above form.
- 2.0 Electrical Department shall release temporary electric connection after verification.
- 3.0 Licensee to ensure that rules and specifications for electrical works, fire safety requirements have been understood by them and necessary approval wherever required has been taken / applied for.

#### Seal & Signature of the Licensee

**17.1.3 Format for Application of Permanent Power Supply**

| S.No. | Item   | Details                 |
|-------|--|-------------------------|
| 1     | Name of the Licensee   |                         |
| 2     | Station/Premises/Section   |                         |
| 3     | Reference of allotment letter/Load Sanction Letter<br>(Copy to be attached)  |                         |
| 4     | Load Requirement (KW)  |                         |
| 5     | Details of submission of Refundable Electrical Security Deposit as per load  |                         |
| 6     | Details of Cable installed along with earthing<br>(Make and rating)<br>Attach Cable Test Report  |                         |
| 7     | Details of MCCB/MCB installed<br>(Make and rating)   |                         |
| 8     | Details of ELCB installed<br>(Make and rating)   |                         |
| 9#    | Details of MDI / TOD Energy installed<br>(Make and rating)<br>Attach Original Meter Test Report  |                         |
| 10    | Please confirm whether lockable DB with earthing has been provided and sealed by NMRC representative   |                         |
| 11    | Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)   | Attached / Not Attached |
| 12    | Attach Electrical Declaration along with Annexure on Rs. 100/- Non-judicial Stamp paper  | Attached / Not Attached |
| 13    | Attach Electrical Installation Test Report (In stipulated format) signed by Electrical Contractor holding valid License along with photocopy of valid license of Electrical Contractor | Attached / Not Attached |

# If original Meter Test report submitted at the time of release of Temporary Electricity Supply, attach the photocopy of the same.

**Procedure**

- 1.0 After ensuring completion of all electrical works as per stipulations and completion of all safety requirements i.e. Fire safety, clearance by local fire service etc. Applicant shall apply to concerned department in above form.
- 2.0 Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.
- 3.0 Licensee to ensure that rules and specifications for electrical works, fire safety requirements have been understood by them and necessary approval wherever required has been taken / applied for.

**Seal & Signature of the Licensee**

**17.1.4 Electrical Installation Test Report**

| <b>S.No.</b> | <b>Description</b>   | <b>Details</b> |
|--------------|--|----------------|
| 1            | Name & Address of the Licensee   |                |
| 2            | Location/Station/Premises/Section  |                |
| 3            | Type of allotment i.e. Shop /Kiosk/Adv. Boards/Telecom tower etc.        |                |
| 4            | Connected Load   |                |
| 5            | Energy Meter S.No. & Make (Manufacturer's test report is to be enclosed) |                |

It is certified that all the electrical work at above installation have been carried out in compliance to the IE rules, IE acts adhering to the safety norms, rules and regulations of NMRC & that of any other statutory body. All men and material and temporary earthing have been removed from our end & the installation is fit for energizing.

It will be responsible on behalf of Licensee for non-compliance of any of the above. Copy of my valid electrical Contractor license is attached.

**Seal & Signature of the Licensee**

**Seal & Signature of Electrical Contractor  
(Holding Valid License )**

**17.1.5. Specifications for Electrical Works**

- a) Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried out by them and obtain prior approval of NMRC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
- b) For Elevated station, load up to 10 KVA shall be given in single phase. Above this, it shall only be given in three phase. Licensee is required to balance load at his end so that no unbalancing occurs at NMRC end.
- c) Cables upto 6 Sq.mm will be of copper conductor and above 6 Sq.mm Aluminum conductors may be used. Cables for single phase shall be three core, with one core as earth. For three phase load, four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing.
- d) For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS.
- e) The meter along with MCB & ELCB box will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per Table- 1 below.
- f) Licensee will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
- g) All materials specification must follow standards, codes and specification as used by NMRC in the E&M works.
- h) In case, the Licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Licensee pays necessary penalty as per Uttar Pradesh Electricity Regulatory Commission norms and removes excess load. On the subsequent occasion, NMRC reserves the rights to revoke the license and forfeit the interest free security deposit.
- i) Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
- j) All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV.

**17.1.6. RATING OF ELECTRIC ITEMS**

| Power Requirement (KVA) | Rating of MCB (A, 10kA) | Rating of ELCB (A, mA) | Cable Size Copper (Sq.mm.) DB to Applicant premises |
|-------------------------|-------------------------|------------------------|---|
| 0 - 0.1                 | 0.5                     | 16, 30                 | 1.5   |
| 0.1 - 0.2               | 1                       | 16, 30                 | 1.5   |
| 0.2 - 0.5               | 2                       | 16, 30                 | 1.5   |
| 0.5 - 0.7               | 3                       | 16, 30                 | 1.5   |
| 0.7 - 0.9               | 4                       | 16, 30                 | 1.5   |
| 0.9 - 1.2               | 5                       | 16, 30                 | 1.5   |
| 1.2 - 1.4               | 6                       | 16, 30                 | 1.5   |
| 1.4 - 2.3               | 10                      | 16, 30                 | 2.5   |
| 2.3 - 3.7               | 16                      | 16, 30                 | 4   |
| 3.7 - 4.6               | 20                      | 25, 30                 | 4   |
| 4.6 - 7.4               | 32                      | 32, 30                 | 6   |
| 7.4 - 9.2               | 40                      | 40, 30                 | 10  |
| 9.2 - 10.0              | 50                      | 63, 30                 | 16  |

**17.1.7. LIST OF APPROVED MAKES**

| S.No. | Item   | Approved Makes   |
|-------|--|--|
| 1     | GI Conduit Pipes                             | BEC, AKG, NIC, Steel Craft - ISI Marked  |
| 2     | GI Conduit Accessories                       | Confirming to BIS as per approved samples                                      |
| 3     | Copper Conductor FRLS, PVC insulated wires   | National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab              |
| 4     | Copper Conductor FRLSZH, PVC insulated wires | Polycab, Ducab Dubai, Cords Cables, KEI.                                       |
| 5     | FRLS Cables                                  | Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal |
| 6     | FRLSZH, PVC Cables                           | Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.                         |
| 7     | Switches & Socket outlets                    | Crabtree, Anchor, MDS, LK (Schneider)  |
| 8     | MCB, RCCB (ELCB)                             | L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder                      |
| 9     | Distribution Boards                          | L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schnieder              |
| 10    | Energy Meters with MDI/TOD (pre-paid)        | L&T, Secure, Ducati.   |
| 11    | Luminaries                                   | Philips / Schrader / Osram / Bajaj / Thorn / Crompton                          |

**17.1.8. Specifications of Air Conditioner**

Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-22 suitable for wall mounting and conforming to following specifications. Split AC shall be preferably five star rated. Approved makes are Hitachi / O-general / Daikin / Carrier.

**General Technical Requirements**

- a) Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.
- b) The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-22 with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS:10617 part (1)-1983 (amendment 1 & 2). Rotary compressor shall be covered by manufacturers test certificate.
- c) The air conditioners shall be complete with automatic temperature control and cut - in and cut-out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS:11338:1985.
- d) The filter pads provided shall be washable.
- e) The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0 mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-enameled finish preceded by undercoat of anti-corrosive primer paint phosphating and through cleaning of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings are also acceptable in lieu of stove enameled finish.
- f) Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.
- g) Maximum power consumption of the split air conditioners shall be at capacity rating test conditions.
- h) Galvanized sheet shall conform to IS: 277/2003.
- i) Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 mtrs length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
- j) Refrigerant used shall be Freon-22.
- k) Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.
- l) The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test requirement for Grade V-O as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.
- m) Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.
- n) Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed (Three speeds) and setting up of temperature.
- o) Installation of pipes, Insulation and cables beyond 6Mtrs, if required:-
  - i. Suction line copper pipe of 0.70 mm thickness.
  - ii. Liquid line copper pipe of 0.70 mm thickness.
  - iii. Expanded polyethylene foam or other suitable insulation tubing for suction line copper pipe.
  - iv. Drain pipe (15 mm dia flexible PVC pipe).
  - v. Suitable capacity 2 core PVC insulated copper wire 2.5 mm to electrically connect both the units with each other.
- P) Installation: Location of ODU is to be finalized after approval from NMRC. The installation at site shall comprise the following work:
  - i. Mounting/Fitting indoor & outdoor units at the respective locations.
  - ii. Laying refrigerant piping and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70 mm.
  - iii. Insulating the suction pipe with expanded polyethylene foam 5 mm tubing or other suitable.
  - iv. Laying 15 mm drain pipe to throw out the condensate water being formed in the indoor unit and connecting it to station drain.
  - v. Leak testing the entire system.
  - vi. Charging Refrigerant gas in the unit.
  - vii. Suitable electric wiring between indoor and outdoor, upto switch at location of indoor unit. Switch/Socket/Plug are also included.

**17.1.9 Fire Safety Requirements**

**Kiosks:** This category includes ATMs, Retails Outlet provided as bare space for a maximum area of 100 Sqm. Under this category, only fire Extinguishers are required is detailed in below in Table -1

**TYPE & SPECIFICATAION:** BIS approved stored pressure extinguisher as per IS 15683:2006 and of type "A", "BC" or "ABC" conforming to risk protection as per IS 2190:1992. (Kg and Liters can be converted in

same ratio i. e. 5 Kg = 9 Liters) Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity –

AREA

| <b>Up to 10 Sq. m.</b>                 | <b>Above 10Sq. m. and below 50 Sq. m.</b> | <b>Above 50 Sq. m. and below 100 Sq. m.</b>                            |
|--|---|--|
| One Fire Extinguisher of 2 KG capacity | One Fire extinguisher of 4 KG capacity    | Two Fire extinguishers, one of 5 KG and another of 9 Litres Water Type |

The existing shops up to an area of 250 Sq. m. are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per Table -1.

For Shops of area above 100 Sq. m. and less than 250 Sqm., fire Extinguishers of capacity 10 KG and another of 18 Liters Water, these should be distributed in at least four units at two places remote to each other.

For bigger spaces, Licensee is required to obtain details of recommended suppression and detection system from NMRC in the beginning.

**17.1.10****Declaration****On Non Judicial Stamp Paper of Rs. 100/- (duly notarised)]**

I \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_ Resident of \_\_\_\_\_ (hereinafter referred to as the "Applicant", which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

OR \_\_\_\_\_, a company incorporated under the provision of the Companies Act 1956/2013, a sole proprietorship, a partnership having its registered office at \_\_\_\_\_ (hereinafter referred as "Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Applicant is an occupant of the premises No. \_\_\_\_\_ at \_\_\_\_\_ having taken the premises from NMRC on the terms and conditions agreed to with NMRC which include that NMRC may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Applicant has requested the NMRC to provide an electricity connection at the above mentioned premises in the Applicant's name for the purpose mentioned in the application form.

**The Applicant hereby agrees and undertakes:**

1. That the Applicant desires to have and agrees with NMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates as per Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. That the Applicant shall have no objection for the Electrical Connection providing Agency to carry out Inspections of the Applicants' Meters & Equipment & any Observation made by such Agencies, which are acceptable to NMRC, shall be binding on the Applicant for Attention/Compliance.
3. That NMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. That the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by NMRC before the last date mentioned in such Monthly/Bimonthly Bill. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. NMRC may ask Applicant to recalibrate the Energy Meter whenever considered necessary.
5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by NMRC, shall be paid and borne by the Applicant.
6. That the Applicant agrees that NMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by NMRC as a new connection and NMRC would follow the procedure as in the case of a new connection.
7. That NMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining License period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify NMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of NMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. To pay NMRC all costs and expenses that NMRC may incur by reason of a fresh service connection being given to the Applicant.
10. To indemnify NMRC against all proceedings, claims, demands, costs, damages and expenses that NMRC may incur by reason of a fresh service connection given to the Applicant.
11. To be bound by NMRC's conditions of supply, and all applicable acts and rules.
12. That NMRC shall not be responsible for any interruption/diminution of supply.

**13. Others**

- 13.1 Applicant will have to provide a Low voltage switch-board with MCBs & ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by NMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
- 13.2. NMRC shall provide supply, if available, at one fixed point as per NMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/schemes/details shall be taken from NMRC.
- 13.3. Only FRLS cable of required size shall be used for tapping off supply from NMRC fixed supply to Applicant premises in rigid GI Conduit pipe.
- 13.4. Applicant will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing /casing. The Applicant shall use FRLS copper wire of the required size (the wiring scheme, the



- type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per NMRC's approval).
- 13.5. NMRC will provide Power Supply of single phase, 230V, 50Hz for a max. Connected load up to 10kW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50 Hz subject to availability.
  - 13.6. Applicant shall be given only normal power supply available in station premises. Applicant may use suitable voltage stabilizers and power factor correction equipment as per his requirement. NMRC shall not be providing any standby power supply from station DG set or UPS.
  - 13.7. Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be the permitted to use standby UPS/Inverter system will also be taken as a part of total connected load.
  - 13.8. The Total Demand Load & Total Connected load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected Load Only.
  - 13.9. Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.
  - 13.10. Applicant shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Applicant's cost shall carry the entire work. NMRC's representative may inspect and supervise the work.
  - 13.11. Applicant shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the NMRC's Distribution Board or to any other place as directed by the NMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Applicant. Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
  - 13.12. Applicant will not be allowed to provide Room Heating appliance of any kind.
  - 13.13. The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Applicant. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Applicant will be supplied subject to availability at an additional cost and conditions to be stipulated by NMRC.
  - 13.14. In case, Applicant draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Applicant pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, NMRC reserves the right to revoke the license and forfeit the interest free security deposit.
  - 13.15. In case, the Applicant is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of NMRC.
14. That the Applicant shall have no objection at any time to the rights of NMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
  15. That the supply shall be used for the purpose that it has been sanctioned by NMRC and shall not be misused in any way to serve any other purposes.
  16. That the supply shall not be extended / sublet to any other premises.
  17. That the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
  18. That NMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the [License](#) period or in case of any contractual default.
  19. That NMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.
  20. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
  21. That NMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the NMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by NMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
  22. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.
  23. The applicant acknowledges and accepts that the relationship of the applicant with NMRC is not that of a consumer and an Applicant but that of a commercial arrangement where the applicant has taken on lease/license premises of NMRC and the Electricity connection is being provided as a part of the above arrangement.

The applicant further agrees that this declaration given by him will be construed as an agreement with the NMRC to the above effect.

Date:

Place:

Signature of Applicant

(Full name)

Signed and delivered in the presence of:

In the presence of:

In the presence of:

Sign of Witness 1 \_\_\_\_\_

Sign of Witness 2 \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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**List of Documents to be submitted along with Declaration**

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant.
2. Proof of allotment of the space/area leased out by NMRC in the form of the following:
  - a) Allotment/possession letters, Lease deed
  - b) General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}

**18.1.1 FORMAT FOR APPROVAL FOR SUBMISSION OF PAYMENTS VIA RTGS/NEFT/ECS**

To,

The Noida Metro Rail Corporation Ltd.

O/o- General Manager/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 (if any)

**19.1.1 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 \_\_\_\_\_, (Noida, Uttar Pradesh) only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. \_\_\_\_\_ dated \_\_\_\_\_

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

In favour of

The Noida Metro Rail Corporation Limited (hereinafter called "NMRC"), having its office at 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: -**

1. NMRC, with a view to augment its earnings other than fare box revenue, has licensed Co-branding/advertisement activities at \_\_\_\_\_ **Metro Station** in NMRC Network to **M/s** \_\_\_\_\_. (hereinafter called "Licensee").
2. NMRC has agreed to provide to the Licensee, Co-branding spaces on "as is where is basis" in accordance to NOA No. \_\_\_\_\_ dated \_\_\_\_\_ issued by NMRC Ltd.
3. Therein after referred to as Co-Branding/ advertisement activities, on payment of License Fee to NMRC on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of \_\_\_\_\_ **years** from the date of commencement of License period, unless otherwise terminated/surrendered earlier.
5. The offer submitted by **M/s** \_\_\_\_\_ having their registered office at \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ has been accepted by NMRC vide NOA No. \_\_\_\_\_ dated \_\_\_\_\_.
6. As per the terms of the above mentioned NOA, the Licensee has been selected for Co-Branding/advertisement activities at \_\_\_\_\_ **Metro Station** in NMRC Network for the duration of the License Period.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to NMRC.
8. 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.
9. 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.
10. 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: -**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
14. The expressions "Bank" and "Licensee" herein before used shall include their respective successors and assigns.
15. 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.**
16. Partial and Multiple drawings/withdrawals are permitted under this Bank Guarantee.
17. 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.
18. 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.
19. 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 \_\_\_\_\_

Sample format of Co-Branding

Either

LOGO OF BRAND BRAND NAME NMRC LOGO NMRC STATION NAME

Or

NMRC LOGO NMRC STATION NAME LOGO OF BRAND BRAND NAME

**Or**

***any other format with prior approval by NMRC***