

NOIDA METRO RAIL CORPORATION LTD.

A JOINT VENTURE OF GOVT. OF INDIA & GOVT, OF UP

Tender for Licensing of Commercial Utilisation of Island (Bare Space) and City Bus Control Room (Built up Space) & Advertisement Space inside City Bus Parking at Botanical Garden in Noida

REQUEST FOR PROPOSAL/TENDER DOCUMENT

TENDER NO.NMRC/BS&Adv./Bot./77/2019

ISSUED BY

O/o GM/Technical
3rd Floor, IIIrd Block
Ganga Shopping Complex
Sector-29, Noida, Uttar Pradesh
PIN-201301

BID PROCESSING FEE RS. 23600/- (TWENTY THREE THOUSAND & SIX HUNDRED ONLY INCLUSIVE OF GST @ 18%) & NON-REFUNDABLE IN NATURE.

Disclaimer

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

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Glossary/Definitions

- a) **“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 Ltd.
- g) **“Bare Space”** means the space offered on 'as is where is' on which commercial development as per scope mentioned in the RFP can be done.
- h) **“Built up space”** means the Built up Structure/space offered on 'as is where is basis' on which commercial development as per scope mentioned in the RFP can be done.
- i) **“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
- j) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender
- k) **“Bid/Tender processing fee”** means Cost of RFP/Tender Document which is Non-refundable in nature.
- l) **“CBS”** means city bus service.
- m) **“E-Bid Security”** means the Earnest Money Deposit (EMD)/refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- n) **“Highest Bidder”** means the Bidder, who quotes the highest License Fees
- o) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with NMRC as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- p) **“License”** means the Commercial development Rights/Activities granted by NMRC to the Licensee at Metro Station under terms and conditions of the License Agreement.
- q) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with NMRC pursuant to the conclusion of the bidding process.
- r) **“License Fee”** means the amount payable by the Licensee to NMRC as per terms and conditions of the License Agreement.
- s) **“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
- t) **“LOA”** means Letter of acceptance given by licensee in response of the NOA issued by NMRC
- 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
- w) **“Party”** means Licensee or Licensor (together they are called **“Parties”**)
- x) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- y) **“Places available for advertisement”** or **“Advertising Spaces”** means location/space which can be offered on 'as is where is basis' for installation/placement of advertisement panels/display.
- z) **“Re. or Rs. or INR”** means Indian Rupee

aa) "**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.

Introduction

- 1.1 Noida and Greater Noida are being developed as the satellite towns to New Delhi. More and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. In addition to this, people also coming to these areas for better education, service and business *opportunities*. Therefore there is a need of providing an efficient, reliable, fast and comfortable transportation system for the population intending to settle in these towns of Noida & Greater Noida.
- 1.2 To fulfill the above requirement of efficient and reliable transportation system to the people of Noida and Greater Noida, NMRC has already started a **CITY BUS SERVICE (CBS)** between Noida & Greater Noida & other adjoining areas and a Metro Service between Noida & Greater Noida region. The NMRC desires to provide a world-class Public Transportation System with state-of-the-art technology.
- 1.3 The City Bus Service is operated from Botanical Garden in Noida through so many bus routes spreading/reaching out in different parts of Noida and Greater Noida region. There is a huge Bus Parking for City Bus is available at Botanical Garden in Noida where approx. Fifty (50) city buses can be parked. In this Parking area, a Bare space and a Built Up space at Ground level with huge commercial potential is available. Passengers are boarding and de-boarding in the city bus parking area at Botanical Garden. The City Bus Parking is located near the Botanical Garden Metro Station of Blue Line in DMRC Network and adjacent to the Main Road leading to Noida City Centre Metro Station.
- 1.4 As a part of its existing mandate, Noida Metro Rail Corporation Ltd. (NMRC) has also undertaken to capture value from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation and on other hand facilitating NMRC commuters by providing one stop solution for most of their needs. It also provides incentive for private sector participant developers. Through this bid, NMRC intends to select a "Licensee" to take up on "License Basis" the **Bare space, Built Up space & Advertisement Space** as mentioned in Annexure-I.
- 1.5 An information document covering the purpose of the license, details of tendered space etc. may be downloaded from the website <http://etender.up.nic.in> and www.nmrcnoida.com

1	Name of the Bid	Tender for Licensing & commercial utilisation of Island (Bare Space), City Bus Control Room (Built Up Space) & Advertisement space on 'as is where is basis' in the City Bus Parking at Botanical Garden, Noida
2	License Period	Initial 05 Years & further extendable of 01 years
3	Method of selection	Revenue Based (H1)
4	Bid System	Two Packet System in single stage
5	Name and address of the Corporation & designation of official	Noida Metro Rail Corporation Ltd., 3 rd Block, 3 rd Floor, Ganga Shopping Complex, Sector-29, Noida, Distt.- Gautam Budh Nagar, Uttar Pradesh-201301 GM/Technical
6	Bid Validity period	180 days
7	Bid Language	English
8	Bid Currency	Indian Rupees
9	Consortium to be allowed	Yes (Preferably two members & in any condition not more than three members)
10	Bid Processing Fee	Rs. 23,600/- (Twenty Three Thousand Six Hundred Only inclusive of GST @ 18%) only through Digital/Online Mode
11	EMD	EMD required is Rs. 2.50 lacs for (Bare Space) Rs. 2.00 lacs for Built Up space) & Rs. 2.00 lacs for Advertisement space only & to be paid through Digital/Online Mode
12	Account detail for RTGS/NEFT	For Submission of Bid Processing Fee & EMD HDFC Bank, Shop No. 63-66, Ganga Shopping Complex, sector-29, Noida Gautam Budh Nagar, Uttar Pradesh-201301 IFSC Code – HDFC0004715 A/c No.- 50200035332880 Title of the Account – Noida Metro Rail Corporation Ltd PB A/C
13	Uploading of RFP/Tender Document on e-portal by NMRC	01/06/2019
14	Site Visit	12/06/2019, 12:00 hrs (IST); To be assembled in NMRC Office at Ganga Shopping Complex, 3 rd Floor, Sector-29, Noida, Uttar Pradesh-201301
15	Pre-Bid meeting	12/06/2019, 11:00 hrs (IST) in NMRC Office at Ganga Shopping Complex, 3 rd Floor, Sector-29, Noida, Uttar Pradesh-201301
16	Last date of receipt of queries against the Pre-Bid meeting	15/06/2019 upto 18.00 hrs. Can also be emailed to nmrcmangj@gmail.com
17	NMRC Response to Pre-Bid Queries	20/06/2019
18	Last Date of bid submission on e-portal	29/06/2019 up to 1500 hrs (IST)
19	Date of Technical Bid Opening	03/07/2019, 1500 hrs (IST)

The selected bidder/Licensee should follow the following timeline

Stage of Activity	Time Period
Payment of Interest Free Security Deposit to NMRC by successful bidder	Within 30 days of submission of Letter of Acceptance
Tendered space to be handed over to successful Bidder	Within 7 days of Payment of Interest Free Security Deposit
Payment of Advance Quarterly License Fee for 1 st Quarter	Within 60 days from date of handing Over of the licensed premises
Signing of License Agreement	Within 30 days after Handing Over of the tendered space
Commencement of License Fee	Immediately after 60 days fitment period i.e. w.e.f. 61 st day from date of handing over of tendered space

GM/Technical

Chapter-3

ELIGIBILITY CRITERIA FOR BIDDERS

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

- 3.1 The bidder should be of any entity i.e. Sole proprietorship, registered partnership firm, public limited company, private limited company or Consortium of any of the above. Consortium members preferably should be of two & in no case more than three. The firms and the companies should be registered in India & incorporated under the companies act 1956/2013. The Bidders' competence and financial capacity is proposed to be established in terms of average annual turnover ("Average Annual Turnover"). The Bidder should have minimum average annual turnover of *Rs. 25.00 lacs for bidding of Built up space, Rs, 50.00 lacs for bidding of Bare Space & Rs. 25.00 lacs for Advertisement space or Rs.1.00 crore for bidding of all the three offered space (Bare +Built Up + Advertisement Space)* in the last 3 (three) Financial Years **(2015-16, 2016-17, 2017-18)** from all sectors of business preceding to the e-Bid Due Date.
- 3.2 In case of a Bid by a Consortium, an undertaking of complier JV & Consortium conditions along with relevant documents. The Conditions of JV/Consortium are as follows:-
- i) For the purpose of evaluation of the consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium. (Illustration: Say If "A" and "B" are two members of Consortium. "A" is having 70% equity holding in Consortium and "B" is having 30% equity holding in Consortium. In such a condition, 70% of "A's" total turnover and 30% of "B's" total turnover will be taken into consideration for evaluation of eligibility of the Consortium).
 - ii) The Lead Member of the Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the Consortium during full tenure of License Agreement.
 - iii) Any change in percentage stake of Consortium members without prior written approval of NMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling NMRC to 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.
- 3.3 The bidder shall upload/submit a copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years i.e. financial Years **(2015-16, 2016-17, 2017-18)** (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/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the last 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."

Scope of work:-**4.1 For Built Up & Bare Space**

Successful Bidder shall have the rights to utilize the said **Built Up space & Bare Space** for any commercial purpose except for banned usages/negative list as given in **Annexure-19** subject to the terms and conditions as specified by NMRC. Preferably the space may be used for opening/operating of eateries, Gift corner, Mobile Phone Outlets etc.

- a) The offered Bare space & Built Up space as per this RFP/Tender Document will be provided on "**as is where basis is**". It is successful bidder's responsibility to develop the entire offered area (Bare Space can be used for installation/erection of kiosks/Temporary structure etc. & no permanent structure shall be allowed to be constructed on Bare Space and Built Up space can be used for opening of restaurant with sitting arrangements and any other mode/format with prior approval by NMRC). Due to any reason, if any part or whole of the structure is required to be removed on operational ground or otherwise, the successful bidder shall do it peacefully without any delay or demur. No claim for compensation/costs/damage etc. would be entertained on this account by NMRC.
- b) Successful bidder shall be required to execute all work at their own cost and as per NMRC specifications as required for commercial development of the tendered space.
- c) The successful bidder shall be required to adhere to the building design but there are no limitations on planning and subdivision of interior floor space. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the successful bidder. The successful bidder shall also ensure that the proposed commercial development within tendered area is neither an impediment for smooth flow of traffic/commuters/public nor a safety hazard to any one and not limited to City Bus Parking. The successful bidder shall also ensure that all existing utilities and facilities (if any) falling within the said tendered space will be kept accessible and the successful bidder shall not interfere or tamper with those installations at any time.
- d) Notwithstanding anything mentioned above, the successful bidder is required to adhere to the provisions of the prevailing master plan and the building bye laws of the authorities having jurisdiction over the tendered space for the development works to be undertaken.
- e) The successful bidder shall obtain all clearances and sanctions as required from the competent authorities for building sub plans utilities, fire fighting etc. It is to be clearly understood that all such clearances are to be obtained by the successful bidder and the NMRC may only provide assistance wherever possible without any obligations.
- f) Procuring all the permissions/licenses etc. required from the statutory/regulatory/civic authorities concerned, to be able to use the tendered space for desired commercial purpose/business will be sole responsibility of the successful bidder. NMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.
- g) Fire fighting and other related infrastructure to be installed/arranged at its own cost for the tendered space by the successful bidder.
- h) The successful bidder shall at all times adhere to all provisions of the **Metro Railways (Operations & Maintenance Act, 2002)** and also to instructions issued from time to time from the MD, NMRC or its representatives.
- i) Operate, Manage and maintain the entire offered space with adequate trained and experienced team for responsibilities as defined in this RFP/Tender Document.
- j) Marketing/Promoting/Sub-Licensing of the offered spaces as specified in this RFP/tender Document. Except for sub-licensing the use of the tendered spaces as per the terms of this RFP/tender Document, the successful bidder shall not assign any of its rights, or interest in respective license agreement in favor of any company/person(s) at any time and for any reasons whatsoever.
- k) Under no circumstances, shall the tendered spaces or facilities constructed or installed at the licensed space/tendered space be mortgaged, charged or otherwise put under any lien (including negative lien), and no charge or encumbrance will be created or agreed to be created in favor of any person, including the Lenders/Financial Institution(s)/Banks etc.

- l) Successful bidder ensures that no use of polythene baggage/bags at the tendered area/licensed area/outlets.
- m) The successful bidder shall responsible for obtaining the fire NOC (If required) from the concerned authorities at its own. NMRC may provide assistance (if required) in this regard.
- n) Comply with all statutory requirements in connection with this tender document & commercial development of Tendered Area.

4.2 For Advertisement Space

Bare Advertisement space on 'as is where is basis' will be offered to successful bidder. Successful bidder shall have the Right to install/erect the advertisement structure at any feasible location(s) inside the City Bus Parking Area (preferably Uniploe of sizes 10 feet x 8 feet subject to) with the prior approval of NMRC. NMRC is with full discretion of approve/disapprove/change the location of advertisement display proposed by successful bidder. No claim, compensation, damages etc. will be entertained by NMRC in the event of such disapproval/change in location of advertisement display.

- a) Successful bidder is intended for design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities as per the Terms & Conditions of License Agreement.
- b) The Advertisement display board can be backlit/non-lit or any other type which can enhance the aesthetic and beauty of surrounding area.
- c) The Advertisement Display plan hence prepared must be in compliance to technical parameters of Noida Outdoor Advertisement Policy 2015 and any other relevant policy/ EPCA guidelines/ Directives given by Hon'ble courts or any other prevailing policy or subsequent amendments. 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 successful bidder. NMRC may assist the Licensee in the matter.
- d) Successful bidder can also create an innovative advertisement plan and submit to NMRC Ltd. for approval. NMRC will examine the advertisement plan and if found feasible & in conformity with prevailing laws/guidelines/statues & Scope of work, will approve the same. However, the approval of the said Innovative Plan is sole discretion of NMRC Ltd and no claim for compensation/costs/damage etc. would be entertained by NMRC for Non-approval of such innovative advertisement plan(s).
- e) The height of Advertisement Display Board must keep at the clear man height above from the Ground level.
- f) 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 Successful Bidder. The Licensee shall ensure that any NMRC property in any manner must not be damaged.
- g) 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.
- h) Factors governing selection of permissible advertisements: - The Successful Bidder shall take into account the following aspects while selecting advertisements on the panels and abide by all the instruction of the authorized NMRC representative on the same:-
 - (i) The Licensee is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
 - (ii) The advertisement will not have objectionable and indecent portrays of people, products or any terms/items.
 - (iii) The use of NMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed.
 - (iv) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
 - (v) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission.
 - (vi) Any type of audio advertisement including that from Digital Media shall not be allowed.

- (vii) All advertisement creative has to be approved from NMRC before display.
- i) 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, and any revision thereof shall be applicable.
 - (xvii) The advertisement display should not be related to any activity which is considered unlawful/illegal as per the Indian law.
- j) 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
 - (iii) Requirement of additional utilities like electricity, etc
- k) 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/plans of the Licensee shall be checked by NMRC and upon approval, permission shall be granted for installation.

- 5.1 NMRC has adopted a single stage two packet open e- bidding process for selection of a suitable highest bidder to grant Licensing Rights for commercial utilisation of Island (Bare Space), City Bus Control Room (Built Up Space) & Advertisement space inside the City Bus Parking area at Botanical Garden in Noida on '**as is where is basis**'.
- 5.2 The bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, NMRC feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per requirement. A Bidder is eligible to submit only one Bid but can bid for all the three types of offer i.e. Built Up space, Bare Space and Advertisement space or for any one of the offer or combination of any two offers with the preference as per his choice. A Bidder applying shall not be entitled to submit another Tender, as the case may be. Any Bidder, which submits more than one e-Bid, would be disqualified. The Bidder shall carry out the offered work in compliance with the provisions of the RFP. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the RFP, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the activities performed. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit the e – Bid/cannot participate in the bidding process.
- 5.3 **Acknowledgement by Bidder**
It shall be deemed that by submitting a Bid, the Bidder has:-
- made a complete and careful examination of RFP document as well as other information required
 - received all relevant information from NMRC
 - accepted the risks of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of NMRC relating to any of the matters referred to the RFP Document.
 - satisfied itself about all matters, things and information herein above necessary and required for submitting an information Bid, execution of the License Agreement in accordance with the Bidding Documents and performance of all of its obligations there under;
 - acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits etc. from NMRC, or a ground for termination of the License Agreement by the Licensee;
 - acknowledged that it does not have a Conflict of Interest; and
 - agreed to be bound by the undertakings provided by it under and in terms hereof
- 5.4 NMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender or the Bidding process, including any error or mistake therein or in any information or data given by NMRC.
- 5.5 **Availability of Bid Document**
This RFP is available on the web site <http://etender.up.nic.in> and/or on Noida Metro Rail Corporation website www.nmrcnoida.com to enable the Bidders to view, download the e-Bid document (RFP) and submit e-Bids online up to the last date and time mentioned in this RFP & NIT or *in corrigendum and addendum (if any)*.
- 5.6 **Bid Processing Fee**
The Bidder shall have to pay e-Bid processing fee through RTGS/ NEFT mode only in the designated bank account as per details given in NIT. The NEFT/RTGS transaction must also be certified by the same bank through which fee is paid. Bid processing fee of Rs. **23,600/- (Rs. 20,000/- + GST @ 18%)** shall only be payable for one time & it is **Non-Refundable**. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid. E-Bid without Bid fees in the prescribe form will not be accepted.
- 5.7 **Bid Security/Earnest Money Deposit (EMD)**
- The bidder shall furnish, as essential part of its e-Bid, an e-Bid Security/ EMD amount mentioned in the NIT. The EMD must be deposited in the bank account detailed in

the NIT through online mode only i.e. through RTGS/NEFT etc. The scanned copy of RTGS/NEFT receipt of e-Bid Security/EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. E-Bid submission without Earnest Money Deposit in the prescribed form will not be accepted.

- b. **Any e-Bid not secured in accordance with above shall be treated as non responsive and rejected by NMRC.**
- c. Unsuccessful Bidder's EMD will be returned within 45 days after conclusion or discharge of the tender.
- d. No interest will be paid by the NMRC on the Earnest Money Deposit.
- e. The successful Bidder's e-Bid EMD will be adjusted with Interest Free Security Deposit/ or with 1st Advance License Fee (as the case may be).
- f. The EMD may be forfeited, If Bidder
 - (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or
 - (ii) does not accept the correction of errors or
 - (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - (iv) In case of a successful Bidder, if the Bidder *either not accept the NOA* or fails to sign the License Agreement with the NMRC within stipulated time

5.8 Cost of Bidding:-

The bidders shall be responsible for all of the costs associated with the preparation of their Bids and participation in the Bidding process. NMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding process.

5.9 Conflict of Interest

The Bidder shall have not a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A bidder shall be deemed to have a Conflict of Interest affecting Bidding Process, if a constituent of such bidder is also a constituent of another bidder.

5.10 Bidder shall undertake that they have not been banned from business, as on date of Tender submission as per following:-

- (i) NMRC/any other Metro Organizations (100% owned by Govt.) Ministry of Housing & Urban affairs/Order of Ministry of Commerce, applicable for all ministries must not have banned/debarred business with tenderer/bidder including any member in case of JV/Consortium) as on date of tender submission. The tenderer should submit undertaking to this effect as per annexure of this RFP.
- (ii) Also no contract of the Bidder executed in either individually or in a JV/Consortium, should have been rescinded/terminated by NMRC after award due to non-performance of the Bidder or any of JV/Consortium members. The Bidder should submit undertaking to this effect in Annexure of RFP.
- (iii) In case at a subsequent date the successful bidder/licensee is found to have been banned for business given above, NMRC shall be at liberty to and have full rights to cancel the allotment of subjected contract/License Agreement and forfeit the Interest Free security Deposit after adjusting any dues payable by the successful bidder/Licensee.
- (iv) If there is any misrepresentation of facts by the bidder in their bid submission, the same will be considered as "Fraudulent practice" and the bid submission of such bidders will be summarily rejected and also further action shall be taken as per terms of RFP Document and/or other applicable laws/rule.

5.11 Site Visit and verification of Information:-

Bidders are advised to submit their respective Bids after visiting site and ascertaining themselves with the conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to Space, handling and storage of materials, weather, data, applicable laws and regulations and any other matter considered relevant by them. Interested/Potential bidders are requested to be present as per details mentioned in NIT for site visit of the tendered/offered space.

5.12 Pre-Bid Meeting

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

read as compelling or requiring NMRC to respond to any question or to provide any clarification.

5.13 Amendment of e-Bid Document

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

5.14 Preparation and submission of Bids

a) Language of e-Bid

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

b) Documents constituting the e-Bid form

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

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

- (i) **Fee Details** - Details of Bid processing fee, prescribed & applicable EMD must be paid. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid **(Mandatory submission)**
- (ii) **Eligibility details** – Copies of following documents must be submitted in PDF format in support of the eligibility of the Bidder justifying that bidder is qualified to perform the Contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the RFP Document/License Agreement.
 - a) Upload/submit a copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years i.e. financial Years **(2015-16, 2016-17, 2017-18)** (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/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" **(Mandatory submission)**.
 - b) Copy of the complete Tender Document including Draft License Agreement and Addendum/ Corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of terms and conditions set out therein **(Mandatory Submission)**
 - c) Self-attested copy of Letter of incorporation/ Memorandum and Article of Association showing objectives of the Company/firm/Partnership/Consortium **(Mandatory submission)**.
 - d) Self-attested copy of PAN card of the company/firm/Partnership/Consortium **(Mandatory submission)**.
 - e) Self attested copy of the GST registration **(Mandatory submission)**.

- f) Self attested copy of ITR of the last three financial years (For all the members in case of Consortium) **(Mandatory submission)**.
- g) Letter of Proposal Submission as per **Annexure-2 (Mandatory submission)**.
- h) Firm Details as per **Annexure-3 (Mandatory submission)**.
- i) Detail of offer with preference(s) for which bidding has done as per **Annexure-4 (Mandatory submission)**.
- j) Capability Statement as per **Annexure-5 (Mandatory Submission)**
- k) Financial Capability Details as per **Annexure-6 (Mandatory submission)**.
- l) Memorandum regarding quoted rate open as per **Annexure-7 (Mandatory submission)**.
- m) Undertaking regarding not blacklisted/banned/pending litigations/surrendered contracts/ etc. as per **Annexure-8 (Mandatory submission)**.
- n) Power of Attorney as per **Annexure-9 (Mandatory submission)**.
- o) Statement of Legal Capacity as per **Annexure-10 (Mandatory submission)**
- p) Power of Attorney for Lead Member of Consortium as per **Annexure-11 (Mandatory submission if applicable)**.
- q) Consortium Agreement / Memorandum of Understanding as per **Annexure-12 (Mandatory submission if applicable)**.
- r) Salable Form for Tender Document as per **Annexure-13 (Mandatory Submission)**
- s) Declaration of Refund of Earnest Money as per **Annexure-14 (Mandatory Submission)**
- t) Bid Offer/ BOQ (Format) as per **Annexure-15 (Mandatory Submission through BOQ in XLS format)**
- u) Proforma for query(ies) asked against the RFP Documents's Terms & Conditions as per **Annexure-16**
- v) Undertaking For Downloaded RFP/Tender Document as per **Annexure-17 (Mandatory Submission)**
- w) Bid Details as per **Annexure-18 (Mandatory submission)**.
- x) The bidder shall enclose with their Bid a self undertaking stating that all necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors have been provided/submitted.

Above mentioned documents needed for Technical evaluation of e-Bid. The bidders who fulfill the criteria mentioned at Chapter-4 (Clause 4.1, 4.2 & 4.3) considered as qualified

- (d) **Financial e-Bid** –Financial e-bid will comprise of Price bid – Bill of Quantities in XLS format to be filled in after downloading from the e-Procurement website for this e-tender (<http://etender.up.nic.in>). There shall be a single financial quote for the offer(s) *by a bidder* for which the bid is submitted. Financial Quote shall comprise of the License Fee in terms of per sqm per month value in figures and words both. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

5.15 E-Bid form

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

5.16 E-Bid Currency

Prices shall be quoted in Indian Rupees only.

5.17 Formats and Signing of e-Bid

- a. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- b. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later's authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- c. Bidders should provide all the information as per the RFP and in the specified formats as per annexures. NMRC reserves the rights to reject/treat non-responsive any Bid that is not in the specified formats of annexures.
- d. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

5.18 Deadline for submission of e-Bid

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

5.19 Preparations & Submission of e-Bid

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

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

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

format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).

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

5.20 Late e-Bid

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

5.21 Withdrawal and resubmission of e-Bid

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

e-Bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.

- d. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

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

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

5.23 Period of validity of e-Bid

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

5.24 Clarifications of e-Bid

During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification regarding his/her e-Bid. The request for clarification shall be in writing. Non-response/reply of clarifications asked within stipulated time period may lead to rejection of e-bid/treated as non-responsive bid.

5.25 Correspondence with the Bidder

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

5.26 Notwithstanding anything to the contrary contained in this RFP document, the detailed terms specified in the draft license agreement shall have overriding effect, provided, however, that any conditions or obligations imposed on the bidder hereunder shall continue to have effect in addition to its obligations under the license agreement.

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

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

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

SUBMISSIONS & EVALUATION OF BIDS

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

- ii) They meet all the conditions of the RFP document & its addendum/corrigendum (if any)
- iii) The required e-Bid Processing fee, EMD and other required documents have been furnished;
- iv) The documents have been properly digitally signed; and
- v) The e-Bids are in order.
- vi) Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.
- vii) In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Metro Rail Corporation works and legal proceeding can also be initiated. EMD of such bidders will also be forfeited.

6.11 Evaluation of Bids:-

The evaluation and assessment for the selection of the bidder shall be based on the Bid variable i.e. the rate of License Fee in terms of per sqm per month quoted by the Bidder. The Technically eligible bidder, quoting the Highest Rate of **License fee in terms of Per Sqm Per Month**, shall be the Highest Bidder (H1) whose offer shall be evaluated and assessed by NMRC. In case the bids of two or more bidders are equal and that are the highest bidder, then the bidder having the highest turnover in last three financial years will be selected for awarding of contract. Further, in case, two or more responsive bidders have the same higher/ highest Average Annual Turnover, then the decision shall be taken by MD, NMRC which will be final & binding and notified to the concerned Bidders.

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

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

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

Annexures to RFP

Annexure 1: Detail of Offered Space

Sl. No.	Type of Space	Tentative Area Offered (In Sqm)
1	Built Up Space	150
2	Bare Commercial Space for Kiosks	300
3	Bare Advertisement Space for Installation of Advertisement Display	75

Separate Financial quote for each space must be done.

Annexure-2 Letter of Proposal Submission

[Location, Date]

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

Name of Work :-.....

Dear Sir,

We, the undersigned, offer to provide the**(Insert Name of Work)** belongs to Noida Metro Rail Corporation Ltd. in accordance with your RFP Document dated [**Insert Date**] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have studied and analysed and satisfied ourselves about all the requirement of the tender including but not limited to market and market conditions carefully assessed the commerciality of Project and that we will be fully responsible for all its assessment in this regard.

Seen / visited / assessed the potential locations of offered **Commercial Space** and fully understand and comprehend the technical, financial, commercial and investment requirements.

We have filled the complete information correctly in **Annexure 18 : 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,

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

Name and Title of Signatory:

Name and address of Firm:

Annexure-3:- Firm Details

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

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

Sole Bidder/Consortium

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

Name of Company or Firm.....

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

Registered Address:-

.....

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

Name of Contact Person.....

Contact Person's Title.....

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

.....

.....

.....

In case of Consortium, State the following:-

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

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

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

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

.....

.....

.....

Signature of Authorized Signatory with seal

Annexure 4: Order of Preference of Bided offer (s):-

Sl. No.	Head	Offer of	Remarks (Yes or No)	With Preference
1	Bided For	Built Up Space		
2	Bided For	Bare Space		
3	Bided For	Advertisement Space		

It is to be noted that Bidder needs to provide a Preference order (i.e. 1,2,3) basis the Bids submitted from highest (starting from 1) to lowest i.e marking Preference 1 for the offer which is most preferred.

Signature of Authorized Signatory with seal

Annexure 5: Capability Statement

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

Tender/RFP Reference No: _____

Name of Work: _____

Name of Bidder: _____

Sl. No.	Eligibility Criteria	To be Filled by the Bidder	
1.0	Sole proprietorship, registered partnership firm, 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 should have minimum annual average turnover for each offer is as follows:- For built Up space- Rs. 25.00 lacs For Bare Space- Rs. 50.00 lacs For Advertisement Space- Rs. 25.00 lacs in the last three (03) financial years preceding to the bid due date	FY	Amount in Rs.
		2017-18	
		2016-17	
		2015-16	
		Total	
3.0	The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years.		

Signature of Authorized Signatory with seal

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:

S.No.	Name of the Bidder or Member of Consortium	Turnover (In Figure)		
		2015 - 2016	2016 - 2017	2017 - 2018
1				
2				
3				
	Total			
	Annual Average Turnover			

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 2015-16, 2016-17 and FY 2017-18 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."

Name of Work/Tender Reference No._____.

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

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

Signature of Authorized Signatory with seal

Dated:

Witness:

Address:

Occupation

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

Annexure 8: Undertaking

Name of Work/Tender Reference No. : _____

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 Authorized Signatory with seal

Dated:

Witness:

Address:

Occupation

Note:

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

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

Annexure 9: 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 _____ **(Insert Date)** 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 License Agreement is entered into with the NMRC and thereafter till the expiry of the License Agreement.

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 thisday of 20.....

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

.....

(Signature)

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

Annexure 10: 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.

Whereas the GM (Technical), Noida Metro Rail Corporation Limited (NMRC) has invited applications from interested parties for the work _____ **(Name of Tender to be inserted)** (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 OF20...

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Note: - Notarized POA is required. In case of company, Board Resolution in favor of person authorized is required along with MOA & Articles of association. In case of partnership, partnership agreement is required. In case of sole proprietorship, affidavit is required. In other case, legal constitution document is required. In case of JV (Consortium)/Association, MOU of the same is required.

(Indicative Only, must be submitted as appropriate)

Annexure 12: Consortium Agreement / Memorandum of Understanding

(To be executed on Stamp paper of appropriate value/Rs. 100/-)

This Consortium Agreement/Memorandum of Understanding 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 Licensing 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:

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 Licensing/awarding of _____ (**Insert Name of Work**) in terms of the Bid invited by Noida Metro Rail Corporation Ltd., (NMRC).

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.**..... 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.**.....**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

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

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

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

Date:

Signature of Authorized Signatory with seal

Annexure 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

Name of Tender/Work :-.....
Dear Sir,

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

I/we hereby quote the following amount of License fee in Terms of Per Sqm Per Month Rate for 1st Year of License Period in rupees for **Bided offer (s)** as specified below, payable to NMRC.

S.NO.	Name of the offer	Per Sqm Per Month Rate for 1 st year License Period (In INR excluding GST)	
		In Figure	In Words
1.	Built Up Space		
2.	Bare Space		
3.	Advertisement Space		

Note :- The quoted rate will be escalated @ 5% annually i.e. on every anniversary of License Period.

Signature of Authorized Signatory with 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

Signature of Authorized Signatory with seal

Name:

Date:

Annexure-17

Undertaking For Downloaded Tender Document

(On letter head of the bidder)

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

Signature of Authorized Signatory with seal

Name:

Date:

Annexure 18: Bid Details

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

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

Signature of Authorized Signatory with seal

Annexure-19: List of Usages Banned / Negative List

- 1.0 Any product / service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
- 2.0 Any product/Storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
- 3.0 Sale of tobacco and tobacco products.
- 4.0 ATMs
- 5.0 Coal/Gas based cooking strictly prohibited.
- 6.0 Advertisement at any location and in any format, **however commercial advertisement can be done at the offered space intended for the same.**
- 7.0 Banqueting and similar activities.
- 8.0 Sale of liquor and alcohol based drinks or beverages.

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

THIS AGREEMENT made on theday of 2019 at Noida, District Gautam Budh Nagar, Uttar Pradesh, Between Noida Metro Rail Corporation Limited (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India represented by(Designation of NMRC Official) of the company, by virtue of his designation and authorization by , Managing Director, NMRC (hereinafter called as the First Party also referred as Licensor, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

M/s.....,a company, having its registered office at.....represented by..... (herein after called the "Licensee", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part.

WHEREAS

NMRC, with a view to augment its earnings other than non-fare box revenue , had invited Request for Proposal (RFP) from interested parties for Grant of(**Name of Work**) as per detail at **Annexure-A** 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(**Name of Work**), 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 RFP documents/License Agreement referred to.

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

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

- (i) RFP/Bid Documents submitted by Licensee.
- (ii) Addendums & Corrigendum (If any)
- (iii) 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 datedto NMRC.

The Licensee hereby covenants as follows: -

1. Noida and Greater Noida are being developed as the satellite towns to New Delhi. More and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. In addition to this, people also coming to these areas for better education, service and business opportunities. Therefore there is a need of providing an efficient, reliable, fast and comfortable transportation system for the population intending to settle in these towns of Noida & Greater Noida. To fulfill the above requirement of efficient and reliable transportation system to the people of Noida and Greater Noida, NMRC has already started a **CITY BUS SERVICE (CBS)** between Noida & Greater Noida & Metro service on the Noida-Greater Noida (NGN) corridor. The NMRC desires to provide a world-class Public Transportation System with state-of-the-art technology. The CBS is operated from Botanical Garden in Noida through many bus routes spreading/reaching out in different parts of Noida and Greater Noida region. There is a huge Bus Parking for City Bus is available at Botanical Garden in Noida where approx. Fifty (50) city buses can be parked. In this Parking area, a Bare space and a Built Up space at Ground level with huge commercial potential is available. Passengers are boarding and de-boarding near the city bus parking area at Botanical Garden. The City Bus Parking is located near the Botanical Garden Metro Station of Blue Line of DMRC Network and adjacent to the Main Road leading to Noida City Centre Metro Station. As part of its existing mandate Noida Metro Rail Corporation Ltd. (NMRC) has also undertaken to capture value from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation and on other hand facilitating NMRC commuters by providing one solution for most of their needs. It also provides incentive for private sector participant developers. Through this bid, NMRC intends to select a 'Licensee" to take up on "License Basis" the **Bare space, Built Up space & Advertisement Space**.
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 of the Tendered Space.
3. Licensee confirms having examined the potential / locations of the Tendered/Offered Space(s) in detail and fully understands and comprehends the technical & other requirements. The Licensee also confirms full satisfaction as to the business viability of Tendered/Offered Space and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim 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	Name of Bided Space	License Fee Per Sqm Per Month for 1 st year of License Period	
		In Figures	In words
1			

5. In consideration of the payments to be made by the Licensee (M/s) to the Licensor (NMRC) as specified in this Agreement, the Licensee hereby covenants with the Licensor (NMRC) to execute the Works/Services therein in conformity in all respects with the

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

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

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

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

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

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

Sign of Witness 1 _____

Name _____

Address _____

Sign of Witness 2 _____

Name _____

Address _____

Signature of authorized Official
For and on Behalf of the NMRC

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

Sign of witness 1 _____

Name _____

Address _____

Sign of Witness 2 _____

Name _____

Address _____

- 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 Ltd.
- g) **“Bare Space”** means the space offered on 'as is where is' on which commercial development as per scope mentioned in the RFP can be done.
- h) **“Built up space”** means the Built up Structure/space offered on 'as is where is basis' on which commercial development as per scope mentioned in the RFP can be done.
- i) **“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
- j) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender
- k) **“Bid/Tender processing fee”** means Cost of RFP/Tender Document which is Non-refundable in nature.
- l) **“CBS”** means city bus service.
- m) **“E-Bid Security”** means the Earnest Money Deposit (EMD)/refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- n) **“Highest Bidder”** means the Bidder, who quotes the highest License Fees
- o) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with NMRC as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- p) **“License”** means the Commercial development Rights/Activities granted by NMRC to the Licensee at Metro Station under terms and conditions of the License Agreement.
- q) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with NMRC pursuant to the conclusion of the bidding process.
- r) **“License Fee”** means the amount payable by the Licensee to NMRC as per terms and conditions of the License Agreement.
- s) **“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
- t) **“LOA”** means Letter of acceptance given by licensee in response of the NOA issued by NMRC
- 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
- w) **“Party”** means Licensee or Licensor (together they are called **“Parties”**)
- x) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- y) **“Places available for advertisement”** or **“Advertising Spaces”** means location/space which can be offered on 'as is where is basis' for installation/placement of advertisement panels/display.
- z) **“Re. or Rs. or INR”** means Indian Rupee
- aa) **“Selected Bidder”** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of License.

Scope of the Work

3.1 For Built Up & Bare Space

Successful Bidder shall have the rights to utilize the said Built Up space & Bare Space for any commercial purpose except for banned usages/negative list as given in **Annexure-II** subject to the terms and conditions as specified by NMRC. Preferably the space may be used for opening/operating of eateries, Gift corner, Mobile Phone Outlets etc.

- a) The offered Bare space, Built Up space as per this RFP/Tender Document will be provided on "as is where is basis". It is successful bidder's responsibility to develop the entire offered area (Bare Space can be used for installation/erection of kiosks/Temporary structure etc. & no permanent structure shall be allowed to be constructed on Bare Space. Built Up space can be used for opening of restaurant with sitting arrangements and any other mode/format with prior approval by NMRC). Due to any reason, if any part or whole of the structure is required to be removed on operational ground or otherwise, the successful bidder shall do it peacefully without any delay or demur. No claim for compensation/costs/damage etc. would be entertained on this account by NMRC.
- b) Successful bidder shall be required to execute all work at their own cost and as per NMRC specifications as required for commercial development of the tendered space.
- c) The successful bidder shall required to adhere to the building design but there are no limitations on planning and subdivision of interior floor space. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the successful bidder. The successful bidder shall also ensure that the proposed commercial development within tendered area is neither an impediment for smooth flow of traffic/commuters/public nor a safety hazards to any one and not limited to City Bus Parking. The Licensee shall also ensure that all existing utilities and facilities (if any) falling within the said tendered space will be kept accessible and the Licensee shall not interfere or tamper with those installations at any time.
- d) Notwithstanding anything mentioned above, the Licensee is required to adhere to the provisions of the prevailing master plan and the building bye laws of the authorities having jurisdiction over the tendered space for the development works to be undertaken.
- e) The Licensee shall obtain all clearances and sanctions as required from the competent authorities for building sub plans utilities, fire fighting etc. It is to be clearly understood that all such clearances are to be obtained by the Licensee at their own cost & resources and NMRC may only provide assistance wherever possible without any obligations.
- f) Procuring all the permissions/licenses etc. required from the statutory/regulatory/civic authorities concerned, to be able to use the tendered space for desired commercial purpose/business will be sole responsibility of the Licensee. NMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.
- g) Fire fighting and other related infrastructure to be installed/arranged by licensee at its own cost for the tendered space.
- h) The Licensee shall at all times adhere to all provisions of the Metro Railways (Operations & Maintenance Act, 2002) and also to instructions issued from time to time from the MD, NMRC or its representatives.
- i) Operate, Manage and maintain the entire offered space with adequate trained and experienced team for responsibilities as defined in this RFP/Tender Document.
- j) The Licensee may also use or allow the use of the tendered/licensed space for all activities except for activities mentioned in list of banned usages placed at **Annexure-II** and only after prior written approval of NMRC.
- k) Marketing/Promoting/Sub-Licensing of the offered spaces as specified in this RFP/tender Document is allowed. Except for sub-licensing, the use of the tendered spaces as per the terms of this RFP/tender Document, the Licensee shall not assign any of its rights, or interest in respective sub-license agreement in favor of any company/person(s) at any time and for any reasons whatsoever.
- l) Under no circumstances, shall the tendered spaces or facilities constructed or installed at the licensed space/tendered space be mortgaged, charged or otherwise put under any lien (including negative lien), and no charge or encumbrance will be created or agreed to be created in favor of any person, including the Lenders/Financial Institution(s)/Banks etc.

- m) Licensee ensures that no use of polythene baggage/bags at the tendered area/licensed area/outlets.
- n) The Licensee shall be responsible for obtaining the fire NOC (If required) from the concerned authorities at its own. NMRC may provide assistance (if required) in this regard.
- o) Comply with all statutory requirements in connection with this License Agreement.
- p) Ensure regular and timely payments of all amounts to NMRC as and when becomes due including all applicable statutory taxes, GST, local levies, statutory dues etc. and discharge all obligations as per provisions of this License Agreement.

3.2 For Advertisement Space

Bare Advertisement space on 'as is where is basis' will be offered to Licensee. Licensee shall have the Right to install/erect the advertisement structure at the any at feasible location(s) inside the City Bus Parking Area (preferably Uniploe of sizes 10 feet x 8 feet subject to in accordance with prevailing policy) with the prior approval of NMRC. NMRC is with full discretion of approve/disapprove/change the location of advertisement display location proposed by Licensee. No claim, compensation, damages etc. will be entertained by NMRC in the event of any such disapproval/change in location of advertisement display.

- a) Licensee is intended for design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities as per the Terms & Conditions of License Agreement.
- b) The Advertisement display board can be backlit/non-lit or any other type which can enhance the aesthetic and beauty of surrounding area & requirement of Licensee.
- c) The Advertisement Display plan hence prepared must be in compliance to Technical parameters of Noida Outdoor Advertisement Policy 2015 and any other relevant policy/ EPCA guidelines/ Directives given by Hon'ble courts or any other prevailing policy or subsequent amendments. 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 this matter.
- d) Licensee can also create an innovative advertisement plan and submit to NMRC Ltd. for approval. NMRC will examine the advertisement plan and if found feasible & in conformity with prevailing laws/guidelines/statues, will approve the same. However, the approval of the said Innovative Plan is sole discretion of NMRC Ltd and no claim for compensation/costs/damage etc. would be entertained by NMRC for Non-approval of such innovative advertisement plan(s).
- e) The height of Advertisement Display Board must keep at the clear man height above from the Ground level.
- f) 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. The Licensee shall ensure that any NMRC property in any manner must not be damaged.
- g) 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.
- h) **Factors governing selection of permissible advertisements:-** The Licensee shall take into account the following aspects while selecting advertisements on the panels and abide by all the instruction of the authorized NMRC representative on the same:-
 - (i) The Licensee is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
 - (ii) The advertisement will not have objectionable and indecent portrays of people, products or any terms/items.
 - (iii) The use of NMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed.
 - (iv) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
 - (v) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission.

- (vi) Any type of audio advertisement including that from Digital Media shall not be allowed.
- (vii) All advertisement creative has to be approved from NMRC before display.
- i) 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, and any revision thereof shall be applicable.
 - (xvii) The advertisement display should not be related to any activity which is considered unlawful/illegal as per the Indian law.
- j) 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
 - (iii) Requirement of additional utilities (if any).
- k) 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/plans of the Licensee shall be checked by NMRC and upon approval, permission shall be granted for installation.

Section: 4

License Period & Exit from License Agreement

- 4.1 License shall be for a period of initial Five **(05) years**. The License period will be immediately start after the expiry of fitment period of Sixty (60) days from the date of handover of the Offered Space. There is a lock in period of Two (02) years in License Period. Tendered Space shall be handed over within seven (07) days from the date of receipt of full

payment as stipulated in Notice Of Award. The License Period can further be extended for another **One (01)** year after the completion of Initial Five years (05) License period, however, extension in license period is solely under the discretion of NMRC.

- 4.2. The License Agreement shall be executed within 30 days of handing over of Space.
- 4.3. If the Licensee is desirous of surrendering and exiting from the license agreement hereby created and foreclosure before expiry of the lock-in period of **two (02) years**, the License Agreement shall be deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by NMRC. In such a case, the balance Interest Free Security Deposit/Performance Security shall be forfeited in favour of NMRC after adjustment of outstanding dues, if any, payable to NMRC. **No grace period shall be provided to licensee in such a case.** Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s)/installations/fixtures or else NMRC will seize their property at zero/nil value. NMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- 4.4. The Licensee shall have an option to exit from the License Agreement immediately after completion of lock-in period of **two (02) years**. For this, the licensee shall give Ninety (90) days prior intimation to NMRC which can be given before completion of defined lock-in period. [In this case lock in period is of **two (02)** years, prior intimation can be given after passing of initial one year & nine Months of License Period], however option to exit will be available only after **two (02)** 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 installations/fixtures/establishment(s) or else NMRC will seize their property at zero/nil value. NMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account. The Licensee shall remove all the media, fixtures, panels, etc. from NMRC premises *after availing 30 days grace period immediately after the completion of **Ninety (90) days** advance notice period, however, all utility (if any) will be disconnected/discontinued immediately after completion of **Ninety (90) days** notice period.*
- 4.5. If the Licensee is desirous of surrendering and exiting from the license after expiry of lock-in period without serving any intimation period or intimation period shorter than **Ninety (90) days**, the agreement shall be 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 **Ninety (90) 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 installation/fixtures/establishment(s) or else NMRC will seize their property treating it at zero/nil value. NMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. License shall have no claim for compensation or consideration / damages on this account. The Licensee shall remove all the media, fixtures, panels, etc. from NMRC premises *after availing 30 days grace period immediately after the completion of such **improper intimation** notice period. All utility (if any) will be disconnected/discontinued immediately after completion of such **improper intimation** notice period.*
- 4.6. On Operational Ground: NMRC reserve the rights to terminate the License Agreement by giving **Forty Five (45) days** advance notice on operational ground during the currency of the contract. The License agreement will stand terminated on expiry of **Forty Five (45) days** notice. The advance license fees deposited by the Licensee for the balance/advance period (if any) shall be refunded on pro-rata basis, without consideration of any interest. Further, the Interest free Security deposit will also be refunded after adjusting outstanding dues payable to NMRC, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensee shall remove all the media, fixtures, panels, etc. from NMRC premises *after availing 30 days grace period immediately after the completion of **Forty Five (45) days** advance notice, failing which these structures, media, fixtures, panels, etc. shall*

become property of NMRC at "0"/nil value. All utility will be disconnected/discontinued immediately after **Forty Five (45) days** notice period.

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

License Fee, Payment Terms & Non-Payment of Dues**5.1 License Fee**

The licensee is liable to pay to NMRC the amount of License Fee with 5% (Five percent) escalation annually i.e. in the beginning of every anniversary during the agreement period.

5.2 Schedule of Payments :-

a) The payment schedule of License Fee & applicable taxes thereon shall be on quarterly basis i.e.

January-March, April-June, July-September, October-December & so on.....

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

Suppose if License Fee starts in the mid of any quarter i.e. say from 15th July, then, 1st advance License Fee & taxes paid by the Licensee will exhausted on 14th October. NMRC asks Licensee to pay L.fee & other taxes for the period from 15th October to 31st December (Only one time for achieve the complete quarter cycle) & after that licensee have to pay the License Fee & Taxes for the full quarter i.e. January-March, April-June, July-September, October-December and so on. The payment should be made in advance on the last working day of running quarter for the coming advance quarter.

b) The utility charges including consumption of electricity (If any), etc. shall also be payable by Licensee to NMRC in addition to above in accordance with terms & conditions of the agreement.

5.3. Payment Terms

a) The Licensee shall preferably make payment of the license fee and other dues to NMRC by E-Mode i.e. RTGS/NEFT in the designated bank account of NMRC after obtaining prior approval of NMRC and complying with the laid down procedure.

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

c) Payment shall be made free from all claims, demands, set offs and counter claims of any kind against the NMRC.

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

e) All the due payments must be made on or before due date mentioned in the letter/invoices/ in any other communication.

5.4. Non Payment of License Fee and Other Dues & Subsequent actions

a) Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle NMRC to terminate the License Agreement as per provisions stipulated in this License Agreement. Besides, any *delay in payments of the amount becoming due on the due date shall constitute Material Breach of License Agreement by the Licensee & in that case Licensee shall pay an interest @ 18% per annum on the amounts of License Fee and other dues on daily basis, for each day of delay until the dues are finally paid.*

b) Licensee whenever made any payments shall periodically advise the details of payments made to NMRC. In the case of non-submission of such details, initially Third party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of NMRC), then others dues / liabilities like electricity dues (if any), etc, and lastly License fee shall be accounted for.

c) In case payment is not made by due date, a 15 day notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default within Fifteen (15) days notice period, NMRC shall be entitled to terminate the License Agreement with 30 days' advance notice and shall be free to forfeit Interest Free Security Deposit/Performance Security and take other such action available to it under this Agreement and as per law. Electricity & other utilities (if any) would be disconnected/discontinued on 15th day after issuance of **Thirty (30) days** termination notice.

d) Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue/demand within 16th day

after issue of **Thirty (30) days** Termination Notice, along with a written request in the matter.

- e) The Licensee shall vacate the premises within **Thirty (30) days** after termination of the License Agreement. A certificate from the **NMRC official** or its authorized representative and through photographic evidence in proof of Licensee having vacated the site will be required to be submitted by the Licensee. Any claim of vacation/non-vacation without the endorsement of **NMRC official** or NMRC authorized representative shall not be entertained.
- f) Interest Free Security Deposit/Performance Security shall be forfeited on termination of contract due to any event of default by the licensee after adjustment of any dues payable by the Licensee to NMRC.
- g) In no case, due payments to NMRC shall be allowed to remain outstanding and unpaid for a period of more than 60 days. If at any stage, the dues remain unpaid and outstanding for the period of more than 60 days, the License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Security Deposit / Performance Security and advance license fee received, if any, shall stand forfeited in favour of NMRC after adjustment of any dues payable to NMRC by the Licensee. The Licensee shall be required to remove their installation/fixtures/establishment (if any) immediately thereafter within three (03) days of issue of notice of such termination by NMRC.

6.1 Interest Free Security Deposit / Performance Security

The Licensee shall pay Interest Free Security Deposit / Performance Security to NMRC in advance equivalent to the amount of **2nd year's Annual License Fee (Equivalent to 12 months license fee of 2nd year's license period)**. The interest free security deposit can be paid within Thirty (30) days of Letter of Acceptance given by Licensee. The interest free Security Deposit/ Performance Security shall be accepted in the in form of DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled commercial bank as per format at Annexure-III in favour of NMRC valid up to Five (05) years or at least for two years of License Period. If required, the Bank Guarantee shall be extended and renewed in advance before the expiry of existing Bank Guarantee in favour of NMRC valid up to the date of completion of license period plus 6 months i.e. upto 5th 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. The Bank Guarantee must also be kept alive/renewed further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en-cashed by NMRC without any intimation to the licensee.

6.2 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.

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

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

6.4 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period. In case of surrender of license after 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.

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

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

Once the amount under above Clause (6.5) is debited, the Licensee shall replenish the Interest Free Security Deposit/ Performance Security to the extent the amount is debited within 15 days period after intimation of such debit, failing which, it shall be treated as Licensee Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and License Agreement.

7.1 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 Advertisement 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.

DEVELOPMENT, MAINTENANCE AND OPERATION OF LICENSED SPACE**8.1 Development of Licensed Space:**

Licensee shall be permitted to carry out development of the licensed space, like creation of temporary structures only and development of open commercial space as defined in this license agreement, partitions, interior design works along with utilities like power supply, water supply, toilets, drainage system, HVAC, fire protection system, telecommunication system, etc. provided that:-

- a) That all the development work of the Bare Space shall duly adhere to the provision of all Applicable Laws including and in particular the prevalent Building Bye Laws and specified guideline/ requirements of other competent authorities as per NMRC specifications. The design and construction work on the licensed bare space shall be in the form of temporary structures only and shall be permitted strictly conforming to relevant Standard Building Codes and good industry practice. It shall be the Licensee's sole responsibility to obtain all necessary clearance/ approval/ sanction from NMRC and other competent civic authorities for development/ modifications, fire protection system, etc. NMRC shall only provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.
- b) It is licensee's responsibility to obtain Fire NOC for the aforesaid development work as per relevant BIS Code of Practice and norms of NMRC & from concerned Fire Services for the usage of the licensed space at their own cost. Licensee shall ensure that no structural damage is caused to the existing building and other permanent structure as a result of their activities. Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof. The facilities and works being undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the users/commuters. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site. No material shall be stored or kept outside the site or in common area meant for movement of persons. Any special cleaning or drain clearance necessary as a result of the alteration works shall be carried out by Licensee at their own cost.
- c) The Licensee may deploy security staff at their own cost for the safety of licensed space.
- d) Licensee shall bear all risk & cost and consequences of this development work in Licensed Space.
- e) On completion of development work, the Licensee shall furnish "As Built Drawings" of the premises including details of services along with all permissions/ approvals taken from the concerned departments (if any)
- f) The Licensee is expected to apply & obtain all necessary approvals/ permissions and timely to complete all development activities within specified fitment period of **sixty (60) days** from handing over the site. For any delay in completion of work, NMRC shall not be responsible. In any case, the License Fee shall become chargeable after the specified fitment period.

8.2 Operation & Maintenance of Licensed Space

Permissible usage of premises :-

- a) Licensee may allow to use the licensed space(s) for all commercial activities other than those mentioned in list of banned usages placed at Annexure-II but only after obtaining prior written approval of NMRC.
- b) Licensee shall keep and maintain the Licensed Space in neat & clean, safe & sound by maintaining it properly at their own cost during the License Period. Licensee shall bear the cost of minor day-to-day repairs; annual refurbishing and routine special repairs required due to normal wear & tear with the efflux of time or due to planning/ constructional defects remained during development of the Licensed Space. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency.
- c) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of NMRC's electrical inspectors/ authorized representative shall be complied by the licensee at their own cost. The licensee shall make all the electrical provision as per guidelines of concerned authority.

- d) Licensee shall ensure that fire detection and suppression measures installed inside their premises are kept in good working condition at all times. The Fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Licensee's staff must be capable of addressing the safety issues during any emergency including operation of fire extinguisher.
- e) In case of any accident caused due to negligence of the Licensee resulting into injury/ death to NMRC employees/ other users/ any person or loss to NMRC property, Licensee shall compensate the loss(es), without prejudice to other actions under this Agreement at the sole discretion of NMRC, including termination of Agreement.
- f) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by NMRC fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- g) The overall control and supervision of the premises shall remain vested with NMRC who shall have right to inspect the whole or part of the licensed spaces as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement.
- h) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of NMRC for inspection of Licensed Space or for repair of NMRC utilities passing through the Licensed Space at any time and to abide by and comply with all instructions as may be indicated by the fire officer & other officials. If any fixtures or utility relating to operation of the **CBS** is running through the licensed area, proper protection as advised by NMRC shall be done by Licensee.
- i) Licensee and their employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of **CBS operations**, passenger safety, safety of NMRC properties and its assets.
- j) The Licensee and their authorized representatives including their sub-licensees or their further authorized representatives shall have free access to the licensed spaces at all the times.
- k) **Encroachment**
The Licensee shall not encroach up common areas/circulating areas or any other space and restrict their operation within the area licensed. In case, the Licensee encroaches upon any other space, then a fine/ compensation shall be imposed by NMRC @ Rs.1,000/- on the first occasion, Rs.2,000/- on the second occasion and after that Rs. 3,000/- on successive repetition with a discretion to revoke the license for breach of contract.

9.1 Fine/Penalties

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

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

- b) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by NMRC official not below the rank of HOD.
- c) It shall be the sole responsibility of the licensee to maintain law & order in its licensed premises. NMRC shall, in no way, will be responsible/accountable of any mis-happening in the premises given in license basis to licensee.

10.1 Material breach of contract / Events of Default

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

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

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

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

- 10.3** The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

11.1 Licensee's Obligations:

11.1.1 General

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

11.1.2 Standard of Performance

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

11.1.3 Conflict of Interests

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

11.1.4 Prohibition of Conflicting Activities

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

11.1.5 Confidentiality

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

11.1.6 Accounting, Inspection and Auditing

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

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

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

the Licensed Space and to investigate any matter within their authority and upon reasonable notice; and

- k) to comply with the divestment requirements and hand over the Licensed Space to NMRC upon Termination of the Agreement;

11.3 The Licensee shall be solely and primarily responsible to NMRC for observance of all the provisions of this License Agreement on behalf of its employees and representatives and further on behalf of the sub-Licensees, their employees and agents and any person acting under or for and on behalf of the Licensee or the sub-Licensees; contractor (s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, their agents or employees. The temporary structures in the form of Kiosks to be installed by licensee at its own cost as per specifications, Design etc. approved by the NMRC.

11.4 Sub-Licensing:

The licensee shall be entitled to sub-license the licensed space with the prior approval of NMRC. However, for any such sub-license the following guiding principles shall be scrupulously observed:-

- a) The licensee shall be entitled to sub-license, the licensed space, during the subsistence of the License period with a clear stipulation that sub-licenses granted shall terminate simultaneously with the termination of the License Agreement, including on sooner termination of the License Period for any reason whatsoever.
- b) All contracts, agreements or arrangements with sub-licensees shall specifically stipulate this covenant of termination of the sub-licensee's rights, and further that the licensee/sub-licensee shall not have any claim or seek any compensation from NMRC for any such termination.
- c) The Licensee shall prepare a draft standard format of the sub-license agreement, which he/she/they shall be required to sign with the sub-licensees for the use of the Licensed Bare Space based on terms and condition of License Agreement between NMRC and Licensee. The format of standard Sub-License Agreement shall be approved by NMRC before execution of any sub-license to third party. In case of any deviation from the above-mentioned standard draft sub-license agreements, the Licensee shall obtain the prior written consent and approval of NMRC before entering into an agreement with a sub-licensee. NMRC reserves the sole right not to give consent/approval to such a request and no compensation or claim on this account shall be entertained.

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

11.6 No tenancy/sub-tenancy is being created by NMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and by/ between the parties hereto that:

- a) The Licensee shall not have or claim any interest in the said licensed space as a tenant/sub-tenant or otherwise.
- b) The rights, which Licensee shall have in relation to the said licensed space, are only those set out in this Agreement.
- c) The relationship between NMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between NMRC on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.

11.7 Infrastructure Services:

- a) Electricity, Installation of DG sets, Air Conditioning and Fire Fighting & Fire Protection:
 - i) Licensee shall take electricity from the DISCOM directly at its own and NMRC will only help in getting the electric connection from the DISCOM if required, It is well be the Licensee's responsibility to draw electric power cable to the licensed space at their own cost
 - ii) Licensee has to carry out all works for functioning of their tendered/ licensed area on their own with all cost including installation & commission of all equipments, cable laying, cable trays, hangers in cable route, and subsequent extension of power supply from DISCOM along with associated cabling, cable tray, earthing, internal wiring, lighting, power distribution etc.
 - iii) Licensee shall install energy efficient LED electrical lights. Use energy efficient Air-Conditioners (if required) to ensures energy conversation,

- iv) For meeting Air Conditioning requirement for tendered / licensed space, licensee may install VRV/ package AC/ Split AC as per its own design and requirement with all cost to be borne by successful bidder.
 - v) Dedicated fire alarm (if required as per norms) & control system for tendered space has to be planned and installed by licensee at their own cost as per the statutory requirement.
- b) Guidelines for use of DG subject to following all applicable guidelines & permission**
- i) DG set shall be allowed only as standby power supply arrangement.
 - ii) Capacity of DG set should not be more than sanctioned electric load. DG set supply should be fed only to essential loads.
 - iii) Proper size cable should be laid as per capacity of DG set. Electrical drawings and layout plan should be got prior approval from NMRC/EIG (Electrical Inspector General of Govt. of India).
 - iv) Proper protection should be provided so that normal and DG supply are not mixed.
 - v) DG set should be silent type and noise and emission limits should be as per CPCB norms.
 - vi) CPCB certificate of DG set should be submitted conforming the standards.
 - vii) DG set should be installed in proper fencing/room so that inconvenience to commuters may be avoided.
 - viii) Proper fire protection and suppression system should be provided for DG Set Room. Clearance shall have to be obtained from Fire Officer.
 - ix) Proper maintenance of DG Set should be carried out so that parameters are within CPCB limits.
 - x) Proper separate double earthing of DG Set for body and neutral should be provided as per fault calculation. Neutral earthing should be of copper.
 - xi) DG exhaust stack height should not be less than $H=h+0.2\sqrt{(KVA)}$, where H= height of exhaust stack, h= height of building.
 - xii) Diesel should only be stored in inbuilt tank of DG Set.
 - xiii) Area used for installation/operation of DG Set shall be charged on pro-rata basis.
 - xiv) EIG (Electrical Inspector General to Govt. of India) sanction is required before starting of DG Set. Inside the Tendered premises, NMRC nominated officer act as EIG.
- c) Water Supply:**
- i) Raw water supply as per availability and feasibility may be arranged by Licensee at its own cost from the civic bodies. The licensee will have to make their own arrangement for drawing pipe lines from aforesaid point to their tendered licensed area at their own cost. Further, licensee will have to make their own arrangement for distributions of water including the installation of meters, storage and purification at their own cost after taking all necessary approvals. The discharge of all wastes including the drainage shall also be arranged by the licensee at their own costs and in this connection it shall follow all the directives of the local civic bodies/representative of the NMRC. The water charges shall be paid directly to the concern civic body from where connection has been taken.
 - ii) **Sanitary Connection:**
The Sewage Treatment Plant (STP) and Effluent Treatment Plant (ETP) if needed shall be developed, operated and maintained by the licensee at their own cost to meet their daily requirements. The responsibility to connect the developed (temporary structure/ open commercial area) at licensed area to aforementioned STP/ ETP and from STP/ ETP to the municipal drainage solely lies with licensee subject to prior approval of NMRC/ other civic agencies.
 - iii) **Disposal of Waste:**
The licensee shall have to make its own arrangements for daily disposal of waste (after segregation of dry and wet waste) out of NMRC premises at the dumping sites approved by concerned civil agencies to ensure perfect cleanliness. If any kind of waste is found disposed off on NMRC land/ or premises, a penalty/fine of Rs.2, 000/- shall be imposed by NMRC for each occasion.
 - iv) **Telephone:**
NMRC may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility.

The instrument, cables and connection shall be obtained by the licensee from the telephone company at their own cost.

- v) **Security:**
Licensee shall install CCTV cameras inside/ outside the licensed area and also arrange security arrangement for their licensed area at their own cost. Licensee hereby undertakes to indemnify NMRC against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out on this account.
- vi) **Provision of Gas Bank/ PNG:**
Over and above provision of Gas Bank/ PNG is subject to availability and technical feasibility & prior written approval of NMRC & according to applicable/available guidelines. Licensee agrees voluntarily and unequivocally not to seek claim, damages, compensation or any other consideration whatsoever on account of non availability / provision of Gas Bank.
- vii) **Parking:**
Licensee can use parking facility as per its availability in nearby areas on payment of normal parking charges to the concerned parking contractor.
- viii) **Signage :**
The Licensee shall have the right to display signage(s) of suitable size with prior written approval of NMRC for displaying their generic name of each Space. The signage may be illuminated or non-illuminated at the Licensee's option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. The Licensee shall need to obtain a written approval from NMRC before putting up any form of signage and NMRC reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by NMRC. However, separate space for generic signage may also be provided subject to feasibility.
No advertisement in any format shall be permitted in/ in the Licensed Space. Any violation of above provisions shall attract a penalty of Rs. 5000/- per signage on the first occasion and Rs.50,000/- per signage on the second occasion. The persistence violation of these provisions shall constitute Licensee's event of default.

11.8 Obligations of Licensor

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

Section-12

General Conditions of Contract (GCC)

12.1 General Provisions

12.1.1. Governing law and jurisdiction

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

12.1.2. Notices

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

12.1.3. Authorized Representatives

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

12.1.4. Taxes and Duties

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

12.1.5. Fraud and Corrupt Practices

The 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 Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMRC shall be entitled to forfeit & appropriate Bid Security/EMD or Interest Free Security Deposit/Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under Bidding Documents and/ or License Agreement, or otherwise.

Further, without prejudice to the rights of NMRC and the rights and remedies which NMRC may have under the NOA or the License Agreement, or otherwise, such Bidder or Contractor shall also not be eligible to participate in any tender or RFP issued by NMRC during a period of 3 (three) years from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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

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

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

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

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

12.1.6 Measures to be taken:

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

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

12.2.1. Effectiveness of Contract

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

12.2.2 Commencement of Services

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

12.2.3. Expiration of Contract

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

12.2.4. Modifications or Variations

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

12.2.5. Force Majeure

Definition: For the purpose of these standard terms, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the License Agreement/Contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (b) has informed the other Party as soon as possible about the occurrence of such an event.

Extension of Time: Any period within which a Party shall, pursuant to this License Agreement/Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Licensee shall be entitled to continue to be paid under the terms of this Contract.

12.3 Good Faith

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

12.4 Settlement of Disputes

12.4.1 Amicable Settlement

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

12.4.2 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. 50 Lakh and to a panel of three Arbitrators, if total value of claims is more than Rs. 50 Lakh. NMRC shall provide a panel of three Arbitrators for the claims up to Rs. 50 Lakh and a panel of five Arbitrators for claims of more than Rs.50 Lakh. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. NMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.

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

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

12.4.5 Jurisdiction

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

12.4.6. Cost

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

12.4.7 Indemnity

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

Section-13

Miscellaneous

- 13.1 Insurance and Waiver of Liability** - The Licensee will bear the cost, throughout the term of the License Agreement, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in NMRC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. The Licensee shall submit to NMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold NMRC harmless against any liability, losses, damages, claims, expenses suffered by NMRC because of such default by the Licensee.

The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify NMRC Administration for any loss and damages suffered due to violation of its provision.

The Licensee shall comply with the laws of land including Pollution Control Board Guidelines regarding **Commercial Development/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.

The Licensee will not ask for any claim or seek any compensation from NMRC if **Commercial development in any portion of the offered space/ advertisement at any offered advertisement space** is not permitted due to court order/local laws/civil authorities. The Licensee hereby indemnifies NMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature. The Licensee hereby agrees that NMRC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of NMRC. Licensee hereby indemnifies NMRC against the claims made by Licensee's employees against NMRC.

13.2 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies NMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to NMRC in accordance with NMRC's policies regulations prevalent at that time.

That no tenancy/sub-tenancy is being created by NMRC in favor of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that -

That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise

That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by NMRC in favor of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and that the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.

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

13.4 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of NMRC and the Licensee shall be solely responsible for compliance with all applicable labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify NMRC from any claims that may arise in connection with above.

13.5 Employees conduct - The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 45 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of equipment installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to NMRC with respect to all his personnel deployed. Further, within 45 days of letter of acceptance of NOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work) to NMRC. All the Licensee's personnel shall be required to possess ID card while working in NMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

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

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

- 13.6** Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
- Ensure that fire detection and suppression measures (as per applicability of prevailing norms) were installed inside his premises are kept in good working condition at all times. The Licensee will at any case keep firefighting equipment as per NMRC requirements as indicated by the Fire officer / Authorized representative of NMRC inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipment. The Licensee will be solely responsible for any loss of life or property due to nonfunctional of fire safety facilities in emergencies. The fire officer / authorized personnel, of the licensor will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorized personnel of the licensor will be borne solely by the licensee.
- Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.
- 13.7** In case of non-payment of License fees and other dues or any other reasons whatsoever, the Licensee voluntarily agrees to and permits the licensor "NMRC" to disconnect all utility services including electric supply to the licensed premises and also seal the licensed premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.
- 13.8** The Licensee agrees voluntarily and unequivocally to make all payments as may be due on due date, without waiting for any formal invoice from the Licensor. The Licensee also voluntarily agrees to collect the invoice from the Authorized representative of the licensor (NMRC) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.
- 13.9** If electric supply to the licensed premises provided through NMRC then in case of restricted availability of power supply / breakdown, the station power requirements would get first priority and this may result in restriction / rostering of power supply to the Licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of NMRC or such causes where the supply of NMRC is affected by a cause or causes over which NMRC has no control, NMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- 13.10** The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers/authorized representative of the licensor.
- 13.11 Misuse** - The Licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and NMRC (Licensor) shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the Licensee only. The Licensee will indemnify and keep indemnified NMRC for any losses on this account.
- 13.12 Compliance with the Law** - The premises and the fixtures and the appurtenances thereto (except those installed by NMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The Licensee at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Fire department. The Licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 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.

13.13 Electrical Specifications and Procedure for Release of Electric Power Supply (Not applicable for this Tender, Indicative Only)

13.13.1 Electricity supply will be provided as per terms and conditions indicated in Annexure. Rules and Guidelines for release of Electric Power. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the advertisement panels /spaces allotted under this agreement. Licensee shall use energy efficient equipment. Advertiser shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.

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

13.13.3 Advertising Equipment: All fittings/ erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters, electrical MDI/TOD, etc. are to be installed as per NMRC's specifications.

13.13.4 Licensee can take electricity directly from the DISCOM at the point nearest to the required location on payment of required charges. The Licensee may also undertake electrical works for extension of power from nominated source under NMRC supervision and complying all codal provisions & NMRC specifications. The Licensee shall follow the provisions stipulated in Annexure.

13.14 Maintenance of Licensed Space(s):- Licensee shall keep and maintain the advertisement media/panel & other Licensed commercial space in neat, clean condition and in safe & sound manner during all the time of License tenure. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by advertisement media or any other installations due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.

Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or NMRC employees or loss to NMRC property, it shall constitute Material Breach of Contract and considered Licensees Event of Default that shall entitle NMRC to terminate the License Agreement with 30 days written notice.

13.15 Access to licensed premises for the purpose of placement of advertisements & other works shall be regulated by the office of the NMRC and the Licensee is required to take necessary permissions in this regard from the office. It is clarified that the permission to the Licensee shall not be unduly denied.

13.16 Joint inspection of Licensed premises may be conducted by NMRC officials and Licensee, at mutually convenient time. Discrepancy noticed and instructions issued by NMRC shall be rectified / complied by the Licensee within a period of 7 days, failing which NMRC reserves the right to impose fine up to Rs.5,000/- per instance of irregularity per week. Deliberate or willful non-compliance of NMRC written instructions for a period of Ninety (90) days shall constitute Material breach and Licensee Event of Default, which shall entitle NMRC to en-cash security deposit in part or full and or terminate the License Agreement after giving Ninety (90) days notice to the Licensee.

Such termination of the Agreement and forfeiture of the interest free performance guarantee by NMRC shall be without prejudice to any other damages, rights or remedies applicable under law in its favor.

Section-14

REPRESENTATIONS AND WARRANTIES

14.1 The Licensee represents and warrants to NMRC that -

- a) It is duly organized, validly existing and in good standing under the laws of India;
- b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d) It has the financial standing and capacity to undertake the commercial utilization of Licensed Space;
- e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- g) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of

- Association (if any) or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
- h) There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
 - i) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
 - j) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
 - k) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to NMRC or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
 - l) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that NMRC shall not be liable for the same in any manner whatsoever to the Licensee.
 - m) The Licensee shall make its own arrangements in engagement of its staff and labor and shall at no point represent to or claim that the staff, labor is being recruited for and on behalf of NMRC. The Licensee shall at all times comply and represent to the staff and labor employed/ engaged by them the requirement for complying with applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

14.2 Obligation to notify change:

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

14.3 NMRC covenants:

NMRC covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the licensee's possession of the Licensed Premises, Licensee's use of the premises, or the rights granted to the Licensee hereunder.

NMRC covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the agreement, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by NMRC or by any other person(s) claiming by, through or under or in trust for NMRC.

Section-15

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

To,
 The Noida Metro Rail Corporation Ltd.
 O/o- General Manager/Technical
 3rd Block, 3rd 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)

To be filled by NMRC Officials

16.1 Format of Bank Guarantee (For Interest Free Security Deposit)

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks from/payable at _____, (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 3rd Floor, 3rd Block, Ganga Shopping Complex, Sector-29, Noida, Distt.-Gautam Budh Nagar, Uttar Pradesh-201301, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS

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

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

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.

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

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

As per the terms of the above mentioned NOA, the Licensee has been selected for Co-Branding/advertisement activities at _____ Metro Station in NMRC Network for the duration of the License Period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein above:

a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only).

b) This Guarantee shall remain in force up to _____.

c) Unless the demand/claim under this guarantee is served upon us in writing on or before _____ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

Signed, Sealed and Delivered

for and on behalf of the Bank

by the above named _____

In the presence of:

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____

**Rules and Guidelines for release of Electric Power & other related items
(Indicative Only, Not applicable for this Tender)**

17.1 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 (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:
 - (i) 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.
 - (ii) 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. Licensee is also (if required) comply with necessary provision for fire safety in accordance with stipulations mentioned. Work executed by Licensee shall be inspected by NMRC representative for ensuring compliance of specifications / stipulations of [License Agreement](#)
- 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 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.
- 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.

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 (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) Attach Cable Test Report	
7	Details of MCCB/MCB installed (Make and rating)	
8	Details of ELCB installed (Make and rating)	
9	Details of MDI / TOD Energy installed (Make and rating) 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

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

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 (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) Attach Cable Test Report	
7	Details of MCCB/MCB installed (Make and rating)	
8	Details of ELCB installed (Make and rating)	
9#	Details of MDI / TOD Energy installed (Make and rating) 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

Format of Electrical Installation Test Report

S.No.	Description	Details
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)

17.2 Specifications for Electrical Works

- a)** Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried 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.

17.3 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

17.4 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

17.5 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.

17.6 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 & SPECIFICATION: 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

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.

On Non Judicial Stamp Paper of Rs. 100/- (duly notorised)]

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:

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.

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.

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.

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.

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.

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.

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.

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.

To pay NMRC all costs and expenses that NMRC may incur by reason of a fresh service connection being given to the Applicant.

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.

To be bound by NMRC's conditions of supply, and all applicable acts and rules.

That NMRC shall not be responsible for any interruption/diminution of supply.

Others

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.

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.

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.

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).

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.

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.

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.

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.

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.

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.

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.

Applicant will not be allowed to provide Room Heating appliance of any kind.

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.

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.

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.

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.

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.

That the supply shall not be extended / sublet to any other premises.

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.

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.

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.

To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.

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.

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.

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 _____

_____ List of Documents to be submitted along with Declaration

Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant.

Proof of allotment of the space/area leased out by NMRC in the form of the following:

Allotment/possession letters, Lease deed

General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}

Detail of Built Up Space, Bare Space & Advertisement Space for offered for licensing in City Bus Parking at Botanical Garden in Noida for commercial utilization.

Sl. No.	Location	Description	Status	Area (In Sqm)	Remarks
1.0	Inside the City Bus Parking, Botanical Garden, Noida, Uttar Pradesh	Built Up Space	Walled structure	150	To be developed by Licensee
2.0	Inside the City Bus Parking, Botanical Garden, Noida, Uttar Pradesh	Bare Space	Bare space	300	To be developed by Licensee
3.0	Inside the City Bus Parking, Botanical Garden, Noida, Uttar Pradesh	Advertisement space	Bare space	75	Advertisement infrastructure to be developed by Licensee as per feasibility

Note-1: Areas indicated above are approximate. Actual area at the time of handing over shall be final. If there is any variation in area the License Fee and other dues shall be charged for actual area handed over.

Note -2: Successful bidder shall be required to execute all work at their own cost as required for commercial development in the tendered area where only temporary structure shall be developed as per NMRC specifications.

Note-3: Aforementioned Spaces/ Structure offered on license basis is available on "as is where is basis".

Note-4: The Commercial Space(s) can be utilized for any activity except banned list of usages as given in Annexure-II.

LIST OF USAGES BANNED/ NEGATIVE LIST

- 1.0 Any product / service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
- 2.0 Any product/Storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
- 3.0 Sale of tobacco and tobacco products.
- 4.0 ATMs
- 5.0 Coal/Gas based cooking strictly prohibited.
- 6.0 Advertisement at any location and in any format, **however commercial advertisement can be done at the offered space intended for the same.**
- 7.0 Banqueting and similar activities.
- 8.0 Sale of liquor and alcohol based drinks or beverages.

