

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



REQUEST FOR PROPOSAL (RFP) CUM WALK – IN – POLICY DOCUMENT

NMRC/Comm. Space/Sec – 83/Walk – In – Policy/2022

Allotment of Commercial spaces at Sec-83 Metro Station through Walk – In – Policy Basis

From 27.09.2022 to 24.10.2022 (Upto 18:00 hrs.)

Disclaimer

- 1.0 This Request for Proposal (RFP) Document (or Walk – In –Policy Document) “for Licensing of Commercial spaces at **Sec-83 Metro Station** in NMRC Network” contains brief information about the available space, scope of work, eligibility criteria and selection process for the Applicant (The Licensee or The Successful Applicant) & Draft License Agreement (to be executed after award of contract). The purpose of this RFP/Tender Document is to provide the Applicant with information to assist the formulation of their Application Documents
- 2.0 The information contained in this RFP Document (or Walk – In –Policy Document) or subsequently provided to the interested parties (The applicants), in writing by or on behalf of Noida Metro Rail Corporation (NMRC) to Applicant (s) on the terms & conditions set out in this RFP 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 Document (or Walk – In –Policy Document), this Document does not purport to contain all the information required by the applicant. This RFP document has prepared with a view to provide the relevant information about the said commercial spaces. NMRC advised all the potential applicants should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their application. 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 or Walk – In - Policy Document.
- 4.0 Any character or requirement for the said commercial spaces, which may be deemed to be necessary by the applicant should be independently established and verified by the applicant.
- 5.0 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.
- 6.0 NMRC reserves the right to accept or reject any or all application(s) without giving any reasons thereof. NMRC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the application to be submitted in terms of this RFP or Walk – In – Policy Document.

CONTENTS

Chapter No.	Items	Page No.
	Disclaimer	2-2
	Contents	3-3
	Glossary/Definitions	4-4
1	Introduction	5-5
2	Instructions to Applicant	6-7
3	Eligibility Criteria for Bidders	8-9
4	Scope of Work	10-10
5	Annexure- A to L	11-23
6	Draft Indicative License Agreement	24-67

Glossary/Definitions

- a) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders;
- b) **“Agreement”** means the License Agreement to be executed between NMRC and the selected bidder.
- c) **“Applicable Laws”** means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time
- d) **“Applicant”** means any eligible entity who will submit the application pursuant to RFP or Walk – In – Policy Documents.
- e) **“Application/Bid Processing fee”** means Application/RFP or Walk – In – Policy document Cost which is non-refundable in nature.
- f) **“Bank Guarantee”** means Guarantee issued by a scheduled commercial bank in favor 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 or Walk – In – Policy document can be done.
- h) **“EMD”** means the Earnest Money Deposit (EMD)/refundable amount to be submitted by the applicant along with application form/RFP or Walk – In – Policy documents to NMRC
- i) **“Highest Applicant/H1 applicant”** means the technically qualified applicant who quotes the highest License Fees for particular offered commercial space.
- j) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the successful applicant with NMRC as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- k) **“License”** means the Commercial development Rights/Activities granted by NMRC to the successful applicant at Metro Station under terms and conditions of the License Agreement.
- l) **“Licensee”** means the selected applicant, who has executed the License Agreement with NMRC pursuant to the conclusion of the Walk – In process.
- m) **“License Fee”** means the amount payable by the Licensee to NMRC as per terms and conditions of the License Agreement.
- n) **“License Period”** means a total contract period of License subsequent to expiry of fitment period after handing over of the space/premises/station
- o) **“LOA”** means Letter of acceptance given by licensee in response of the NOA issued by NMRC
- p) **“NMRC”** means Noida Metro Rail Corporation Limited (or “Corporation” or “Licensor”)
- q) **“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
- r) **“Party”** means Licensee or Licensor (together they are called **“Parties”**)
- s) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- t) **“Re. or Rs. or INR”** means Indian Rupee
- u) **“Selected applicant”** means the applicant who has been selected by NMRC, pursuant to the application 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.

Chapter-1**Introduction**

- 1.1 Noida and Greater Noida are being developed as the satellite towns to New Delhi. More and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. In addition to this, people also coming to these areas for better education, service and business *opportunities*. Therefore there is a need of providing an efficient, reliable, fast and comfortable transportation system for the population intending to settle in these towns of Noida & Greater Noida.
- 1.2 To fulfill the above requirement of efficient and reliable transportation system to the people of Noida and Greater Noida, NMRC has already started operation of Metro service on the Noida-Greater Noida (NGN) corridor which is also known as Aqua Line & it starts from Noida Sec-51 Metro Station in Noida and ends at Depot Metro Station in Greater Noida. The NMRC is committed to provide a world-class Public Transportation System with state-of-the-art technology.
- 1.3 As part of its existing mandate, Noida Metro Rail Corporation Ltd. (NMRC) has also undertaken to capture value from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation other than fare box revenue and on other hand facilitating NMRC commuters by providing one stop solution for most of their needs. It also provides incentive for private sector participant developers. Through this walk – in – policy , NMRC intends to select a ‘Licensee’ to take up on “License Basis” the commercial spaces at **Sec - 83 Metro Station** as mentioned in **Annexure – A of Draft License Agreement**.

Instructions to Applicant

- 1.0 The application for the Walk –In-Policy scheme will be received through online Google Form which is open for a period of four weeks i.e. 28 days starting from **27.09.2022 upto 18 : 00 Hrs on 24.10.2022**. The online Google Form will be submitted to e-mail Id nmrcnoida@gmail.com and nmrcwalkin@gmail.com both.
- 2.0 Bare semi furnished commercial spaces at different floors such as lower ground floor, upper ground floor, 1st/concourse floor, platform level floor & PD area floor at Sec – 83 Metro Station in NMRC Network are offered through this Walk-In-Policy for the commercial development and to operate legitimate business/business other than banned/negative items elaborated in the RFP Cum Walk – In – Policy document. The tenure of the contract will be of fifteen (15) years with a lock – in – period of three (03) years. The License Period can further be extended for a suitable time period with the mutual consent of both the parties, however, extension in license period is solely under the discretion of NMRC & Licensee cannot seek claim & compensation in this regard. Before submitting the application, it is advised that interested applicant must/may do a site visit at Metro Station by consulting Station Controller or Station Manager. Interested applicant may also visit O/o DGM/RS, E & Ops, NMRC Ltd., Ganga Shopping Complex, Sec – 29, Noida, UP – 201301 regarding any query .

The selection of successful eligible applicant will be done on H1 financial quote basis among the applications received within stipulated time period for individual lot of offered space i.e. lower ground floor, upper ground floor, 1st/concourse floor etc at the Metro Station.

- 3.0 Eligible applicant as per eligibility conditions elaborated in RFP Cum Walk – In – Policy Document as well as in **Annexure – 2**, shall be required to submit the duly filled **online Google Form** along with scan copy of required documents and requisite application processing fee (Non – Refundable) of Rs. 10,000/- upfront i.e. online pay the application processing Fee in the below mentioned designated Bank account and submit the UTR No. in the Google Form (Mandatory). The complete RFP cum Walk – In – Policy document along with requisite documents duly filled, signed and complete in all respect along with requisite EMD (For the space which applicant want to submit the application as per his choice) must be submitted in Hard copy. The EMD can be submitted either through online or DD mode in the below mentioned bank detail. The following document (duly signed and filled) must be submitted in hard copy to the NMRC office after the submission of Google form within stipulated time period of 28 days for further necessary action:-

- a) Complete RFP with each page duly signed and stamped by the applicant
- b) Proof against payment of application processing fee (Non-refundable) duly signed by the applicant.
- c) Duly filled and signed Annexure – A of RFP.
- d) Print out of online submitted Google Form.
- e) Duly filled and signed Annexure – C, D, E, I, J, K & L of RFP
- f) Duly Filled and signed Annexure – F, G, H of RFP (As per format if applicable)
- g) Documents establishing the eligibility of the applicant duly signed by the applicant and certified by the chartered accountant with membership no & UDIN. (wherever applicable)
- h) Proof of EMD submission (Detail of UTR No.) or DD in physical form.
- i) Duly filled and signed Annexure – 6 (Financial Quote by the applicant).

Non-submission of any of the above mentioned applicable documents will lead the cancellation of application treating it non-responsive and non-compliant. NMRC at its discretion may seek clarifications/some additional documents from the applicant post submission of application through on line Google Form and during evaluation of application. NMRC also reserves the right to accept or reject any application and to annul the Selection Process and reject all application/s, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any

reasons thereof. NMRC also reserves the right to reject any application at any time; if a material misrepresentation is made or uncovered. Any decision taken by NMRC management will be final & binding on the applicants.

- 4.0 The submission of online Google Form will be entertained from prospective applicants for a stipulated time period only. Online Google Form/application in hard copy received after predefined stipulated time period will be rejected out rightly.
- 5.0 The applicant must pay application processing fee of Rs. 10,000/- (Inclusive of GST & Non-refundable in nature) through online mode only at the time of online Google Form submission & requisite EMD against each intended inventory of his choice(s) either through online mode or in the form of DD (The DD must be made in favor of "Noida Metro Rail Corporation Ltd. PB A/c") at the time of hard copy submission. The application/bid processing fee and EMD must be paid in the below mentioned bank details:-

HDFC Bank A/c No.	-	50200035332880
IFSC Code	-	HDFC0004715
Account Name	-	Noida Metro Rail Corporation Ltd PB A/C

The EMD of successful applicant will be forfeited

- a) If successful applicant withdraws its application during the period of scrutiny/award of contract and
- b) If successful applicant does not honor the Notice of Award issued by NMRC or fails to sign the License Agreement with the NMRC.

The successful applicant's EMD will be adjusted against Interest Free Security Deposit/ or with 1st Advance License Fee and the EMD of the ineligible/unsuccessful applicant will be refunded without incurring any interest.

- 6.0 The applicant shall be required to submit Hard Copy submission of requisite documents as follows:-
 - i) All requisite documents except Annexure – 6 (Financial Quote) in **Envelope – 1 (Sealed)**
 - ii) Annexure – 6 (Financial Quote/Proposal) in **Envelope – 2 (Sealed)**
 - iii) Both Envelope – 1 & 2 in Envelope – 3 (Sealed) super scribed as "**Application Under the Walk-In-Policy of NMRC for commercial space at Sec – 83 Metro Station**" within stipulated time period at the below mentioned address:-

O/o GM Technical
NMRC Ltd. 3rd Block, 3rd Floor
Ganga Shopping Complex
Sec 29 Noida, 201301 UP

- 7.0 The contract of intended inventory will be awarded to the eligible applicant at the more or equal to minimum reserve price quoted in the financial quote form (Annexure – 6) on H1 financial quote basis. In case two or more technically qualified applicants quote the same price, then such applicants alone will given an opportunity to better their rates through separate sealed quotations. The applicant with highest rate offer in such quotation will be taken as successful applicant. **The Financial Quote of H1 applicant for intended inventory will considered for calculating the license fee in later stage/ post award of the contract.**
- 8.0 NMRC will notify the successful applicant in writing, by letter (Notice of Award)/e-mail/fax, that its application has been accepted. The acceptance of NOA and subsequent payments by successful applicant will constitute the formation/execution of the License Agreement. The successful applicant has also to pay requisite **upfront (One time Non – Refundable) payment** mentioned in the RFP cum Walk – In – Policy document post award of the contract.
- 9.0 The successful applicant shall have to sign the License Agreement with relevant document as mentioned in the RFP. The License Agreement draft along with other related terms and conditions will be same as furnished in this RFP. Any refusal will not be allowed.

Chapter- 2**ELIGIBILITY CRITERIA FOR APPLICANT**

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

- 1.0 The bidder should be of any entity i.e. Sole proprietorship, registered partnership firm (including LLP), public limited company, private limited company. The firms and the companies should be registered in India & incorporated under the companies act 1956/2013. The consortium or JV is not allowed to submit the application.
- 2.0 The Applicant can take any one or more than one or all the offered spaces at Sec – 83 Metro Station as mentioned below. The applicant's eligibility and financial capacity is proposed to be established in terms of average annual turnover ("Average Annual Turnover") in the last three financial years 2019 – 20, 2020 - 21 & 2021-22 from all sectors of business preferably from real estate/commercial development of spaces preceding to the application submission Due Date as tabulated under:-

Name of the Metro Station	Sl. No.	Location of the offered Space	Tentative commercial area offered (In Sqm)	Required Annual Average Turnover (In lacs)	Required EMD Amount (In lacs) to be submitted along with hardcopy submission of application in the form of DD/NEFT
Sec - 83	1.	Lower Ground Floor	842	65.00	5.00
	2.	Upper Ground Floor	226	17.00	2.00
	3.	1 st Floor/ Concourse Floor	609	35.00	2.75
	4.	Platform Level Floor	845	49.00	3.75
	5.	PD Level Floor	1532	88.00	6.75

Application for one or more than one space(s) will be considered from individual applicant only in case if the applicant's Annual Average Turnover is more than the cumulative Annual Average Turnover required for space(s) applied for.

Illustration: - Suppose if applicant wants to take the offered spaces mentioned at Sl. No. (1) and (5) above, his annual average turnover should be Rs. 153.00 lacs (Rs. 65.00 lacs + Rs. 88.00 lacs). Further if any applicant wants to take all the above mentioned offered spaces, his annual average turnover should be of Rs. 254.00 lacs

- 3.0 The applicant should not have been blacklisted/ banned/ debarred business/ declared ineligible for corrupt and fraudulent practices by NMRC/any other Metro Organizations (100% owned by Govt.)/ Ministry of Housing & Urban affairs/Order of Ministry of Commerce, applicable for all ministries as on date of application submission.

The applicant shall also furnish the following duly signed/certified documentary proof:

For above criteria at Sl. No. 1.0

- a) Self-attested copy of Letter of incorporation and Memorandum and Article of Association showing objectives of the Company/affidavit in case of Sole Proprietorship, Partnership deed along with partnership registration certificate in case of Partnership Firm (including LLP),
- b) Self-attested copy of PAN card & GST registration certificate of the company, Sole proprietorship, Partnership firm including LLP;

For above criteria at Sl. No. 2.0

- c) Copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years i.e. financial Years **(2019 – 20, 2020 – 21 & 2021 - 22)**. In case the Financial Statements for the latest financial year is not audited and therefore the applicant cannot make it available, the applicant shall give an

undertaking to this effect and the statutory auditor/chartered accountant shall certify the same. In such a case, the applicant 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 applicant shall submit an affidavit certifying that “The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared”

For above criteria at Sl. No. 3.0

d) Undertaking regarding not blacklisted/banned/pending litigations/surrendered contracts/ etc. as per Annexure – F.

Applicants have to also submit complete RFP cum Walk – In – Policy document duly signed and stamped by authorized signatory

4.0 NMRC reserves the right to ask additional information/ documents from the applicant to substantiate their eligibility during the scrutiny of the application.

5.0 The applicant satisfying the above eligibility criteria shall be declared technically successful applicant.

Chapter - 3

Scope of work:-

- a) Successful Applicant shall have the rights to utilize the said Bare/Unfinished commercial Spaces for any commercial purpose except for banned usages/negative list as given in Annexure of this RFP subject to the terms and conditions as specified by NMRC.
- b) The offered Bare/semi furnished commercial space as per this RFP cum Walk – In – Policy Document will be provided on “**as is where is basis**”. It is successful applicant's responsibility to develop the entire awarded area 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 applicant shall do it peacefully without any delay or demur and as per Technical feasibility. No claim for compensation/costs/damage etc. would be entertained on this account by NMRC.
- c) Successful applicant shall be required to execute all work at their own cost and as per NMRC specifications as required for commercial development of the offered /awarded space.
- d) The successful applicant shall required to adhere to the building design but there are no limitations on planning and subdivision of interior floor space as per feasibility. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the successful applicant. The successful applicant 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 anyone. The successful applicant shall also ensure that all existing utilities and facilities (if any) falling within the said tendered space will be kept accessible and the successful applicant shall not interfere or tamper with those installations at any time.
- e) Notwithstanding anything mentioned above, the successful applicant 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.
- f) The successful applicant 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 applicant at its own and the NMRC may only provide assistance wherever possible without any obligations.
- g) 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 applicant . NMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.
- h) Fire fighting and other related infrastructure to be installed/arranged at its own cost for the tendered space by the successful applicant & must be in sync. with the Metro Station's fire fighting arrangement as per feasibility. Other necessary infrastructure which is required for the commercial development will also be developed/installed by successful applicant at his own cost and risk.
- h) The successful applicant 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 or Walk – In – Policy Document.
- j) Marketing/Promoting/Sub-Licensing of the offered spaces as specified in this RFP or Walk – In – Policy Document. Except for sub-licensing the use of the tendered spaces as per the terms of this RFP or Walk – In – Policy Document, the successful applicant 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 applicant ensures that no use of polythene baggage/bags at the tendered area/licensed area/outlets.
- m) The successful applicant 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.

Annexure – A

Letter of Proposal Submission & Application submission

(On the Letter Head of Applicant)

[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: - Licensing of Commercial space at Sec – 83 Metro Station in NMRC Network.

Dear Sir,

We, the undersigned, offer to provide the work of **Licensing of Commercial space at Sec – 83 Metro Station** belongs to Noida Metro Rail Corporation Ltd. in accordance with your RFP or Walk – In – Policy Document and hereby our Proposal submission. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP or Walk – In – Policy 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 RFP or Walk – In – Policy document 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(s)** and fully understand and comprehend the technical, financial, commercial and investment requirements.

I/We assure that duly signed RFP or Walk – In - Policy documents with requisite documents along with all the necessary/requisite/compulsory annexure and payments will be submitted within the application submission closing date after application submission through e-mail, failing which my application will be rejected out rightly by NMRC.

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 my/any application 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 - B

APPLICATION GOOGLE FORM :- To be submitted online

I/We have already submitted the GOOGLE FORM through online mode fulfilling all the criteria.

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

Firm Details

Title and name of the Work: - - **Licensing of Commercial space at Sec – 83 Metro Station in NMRC Network.**

1. Structure of the Bidder's organization (**Consortium/JV not allowed**):

Sole Applicant as _____ (Insert the structure of organization)

2. Applicant must State the following:-

Name of Company or Firm.....

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

Registered Address: -

.....

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

Name of Contact Person.....

Contact Person's Title.....

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

.....

Authorised contact person:.....

Contact person's title:.....

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

.....

Signature of Authorized Signatory with seal

Note:-

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

Annexure - D**Capability Statement**

It is Compulsory for the applicant to fill this statement and the applicant must submit those document that support this statement

Title and name of the Work: - - **Licensing of Commercial space at Sec – 83 Metro Station in NMRC Network.**

Name of Applicant: _____

Sl. No.	Eligibility Criteria	To be Filled by the Bidder	
1.0	Sole proprietorship, registered partnership firm (Including LLP), public limited company, private limited company can submit the Application. The firms and the companies should be registered in India.	_____	
2.0	Annual turnover in the last three (03) financial years preceding to the application submission due date	FY	Amount in Rs.
		2021 – 2022	
		2020 - 2021	
		2019 - 2020	
Total		Yes/No (Strike out whichever is not applicable))	
3.0	The applicant should not have been blacklisted/ banned/ debarred business/ declared ineligible for corrupt and fraudulent practices by NMRC/any other Metro Organizations (100% owned by Govt.)/ Ministry of Housing & Urban affairs/Order of Ministry of Commerce, applicable for all ministries as on date of application submission.		

Signature of Authorized Signatory with seal

Annexure - E

Financial Capability Details

This is to certify that the annual average turnover of M/s.....(Insert Name of Applicant) for last three years is as below:				
	Name of the Applicant			
S.No.		2019 - 2020	2020 – 2021	2021 - 2022
1				
	Annual Average Turnover			

Certificate of the Chartered Accountants/Statutory Auditors

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

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

Undertaking (if applicable)

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

Signature of Authorized Signatory with seal

(Name & Designation of Authorized Signatory)

In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditorcharted 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."

Undertaking

Name of Work : Licensing of Commercial space at Sec – 83 Metro Station in NMRC Network.

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

Also no contract executed in either individually or in a JV/Consortium, should have been rescinded /terminated by NMRC after award due to non-performance of the applicant.

In case at a subsequent date If I/We, the successful applicant /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 applicant/Licensee.

If there is any misrepresentation of facts by the applicant in their application submission, the same will be considered as “Fraudulent practice” and the application submission of such applicant will be summarily rejected and also further action shall be taken as per terms of RFP or Walk – In – Policy Document and/or other applicable laws/rule.

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

Signature of the Authorized Signatory with seal

Dated:

Witness:

Address:

Occupation

Note:

To be signed by the Bidder

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

Memorandum

Name of Work : Licensing of Commercial space at Sec – 83 Metro Station in NMRC Network.

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

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

Signature of Authorized Signatory with seal

Dated:

Witness:

Address:

Occupation

Note: To be signed by the applicant

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 applicant in favor 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 applicant) 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 application for **Licensing of Commercial space at Sec – 83 Metro Station in NMRC Network** in response to the RFP or Walk – In – Policy Document dated _____ issued by Noida Metro Rail Corporation ("NMRC" or "the Corporation"), including signing and submission of the application and all other documents related to the application , including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our application till the completion of the selection process as per the terms of the RFP or Walk – In – Policy Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP or Walk – In – Policy Document.

Signed by the within named

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

Through the hand of

Mr.

Duly authorized by the Board to issue such Power of Attorney

Dated this Day of

Accepted

.....
Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....
(Signature of the authorized)

(Name, designation and address of the authorised)

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

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

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Notes:

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

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

(Indicative only, must be submitted as appropriate)

Annexure - I

Statement of Legal Capacity

(To be forwarded on the letterhead of the applicant)

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 satisfy the terms and conditions laid out in the RFP document.

We have agreed that **(Insert individual's name)** will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**Please strike out whichever is not applicable*

Annexure - J**Declaration of Refund of Earnest Money**

1	Applicant's Name	<input type="text" value=""/>
2	Applicant's Address	<input type="text" value=""/>
3	Bank Name	<input type="text" value=""/>
4	Bank Branch	<input type="text" value=""/>
5	A/c No	<input type="text" value=""/>
6	IFSC Code	<input type="text" value=""/>
7	PAN No.	<input type="text" value=""/>
8	Tin/TAN No.	<input type="text" value=""/>
9	GST No.	<input type="text" value=""/>
10	TAN No. (If any)	<input type="text" value=""/>
11	Mobile/Ph. No.	<input type="text" value=""/>
12	Email-ID	<input type="text" value=""/>
13	Type of Account	<input type="text" value=""/>

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 – K**Preference order for commercial spaces**

Preference order of space(s) for which financial quote is submitted by applicant as per their choice and eligibility criteria:-

Name of the Metro Station	Sl. No.	Location of the offered Space	Tentative commercial area offered (In Sqm)	Preference Order (Compulsorily to be provided if application submitted for more than one space(s))
Sec - 83	1.	Lower Ground Floor	842	
	2.	Upper Ground Floor	226	
	3.	1 st Floor/ Concourse Floor	609	
	4.	Platform Level Floor	845	
	5.	PD Level Floor	1532	

It is to be noted that the applicant needs to provide a Preference order (i.e. 1, 2...5) basis the choice of space submitted from highest (starting from 1) to lowest i.e. marking Preference 1 for the space which is most preferred by applicant as per their choice and fulfilling eligibility criteria.

MOST IMPORTANT

This Annexure – K must be compulsorily submitted by the applicant if applicant wants to take more than one offered space(s).

Signature of Authorized Signatory with seal

Annexure - L

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 Coal/Gas based cooking strictly prohibited. However provision of Gas Bank/PNG/LPG is permitted subject to availability & technical feasibility & approval of NMRC as per description enclosed as annexure –C of Draft License Agreement.
- 5.0 Banqueting for marriage purpose is strictly prohibited. However usages as Coaching Centres, Computer Training Centres and conference Hall will be permitted.
- 6.0 Sale of alcohol based drinks or beverages is prohibited, however, serving of liquor in Restro Bar can be permitted subject to the fulfillment of all statutory/legal/local permissions.

Section-1

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

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

AND

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

WHEREAS

NMRC, with a view to augment its earnings other than fare box revenue , had invited Request for Proposal (RFP) or Walk – In – Policy document from interested applicant for Grant of commercial space for commercial development purposes at **Sec – 83 Metro Station** as per detail at **Annexure - A** through Walk – In – Policy scheme basis . Based on fulfillment of eligibility criteria as laid down in RFP or Walk – In – Policy document, the successful applicant **M/s _____ (Name of Licensee)**, the licensee has been selected for assigning the work of commercial development at **Sec – 83 Metro Station**, on "**as is where is basis**". The Licensee has accepted this contract for the execution and completion of the work.

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP or Walk – In – Policy 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 or Walk – In – Policy Documents submitted by Licensee.
- (ii) Addendums & Corrigendum (If any)
- (iii) Clarifications (If any)
- (iv) Notice of Award (No.....) issued by NMRC on dated.....
- (v) Letter of Acceptance given by Licensee on datedto NMRC.
- (vi) Handing Over note of the spaces
- (vi) Any other admitted correspondence/ documents between NMRC and the applicant.

The Licensee hereby covenants as follows: -

1. Noida and Greater Noida are being developed as the satellite towns to New Delhi. More and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. In addition to this, people also coming to these areas for better education, service and business *opportunities*. Therefore there is a need of providing an efficient, reliable, fast and comfortable transportation system for the population intending to settle in these towns of Noida & Greater Noida. To fulfill the above requirement of efficient and reliable transportation system to the people of Noida and Greater Noida, Operation of Metro connectivity has already started on the Noida –Greater Noida Corridor. This corridor starts at Noida Sector-51 Metro Station in Noida and ends at Depot Metro Station in Greater Noida comprising of Twenty One (21) Metro Stations. All Stations are elevated type i.e. above the ground level. This NGN corridor is well connected with DMRC's blue line service at Sec-52 Metro Station of DMRC. Through this Metro Service, NMRC desires to provide a world-class Public Transportation System with state-of-the-art technology. NMRC has also undertaken to capture value from real estate in such a manner that on one hand it gives sustainable additional revenue other than fare box collection to the corporation and on other hand facilitating NMRC commuters by providing one stop solution for most of their needs. It also provides incentive for private sector participant developers. Through this Walk – In – Policy scheme, NMRC intends to select a 'Licensee' to take up on "License Basis" the Bare/unfinished commercial spaces at **Sec – 83 Metro Station**.
2. Licensee irrevocably agrees to make all payments including License Fee, GST & other taxes and dues etc. as per this Agreement as and when due, without delay or demur and without waiting for any formal advice/invoice from NMRC in this regard.
3. Licensee confirms having examined the potential/locations of the 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 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	Detail of Space	Area Detail (In Sqm)		License Fee Per Sqm Per Month for 1 st year of License Period	
		At	Approx Area (In Sqm)	In Figures	In words
1	Commercial Space at Sec - 83 Metro Station				

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

5. In consideration of the payments to be made by the Licensee (**M/s**) to the Lessor (NMRC) as specified in this Agreement, the Licensee hereby covenants with the Lessor (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 applicant along with his application document submission and Financial Quote Form , which is different from the RFP or Walk – In – Policy Document, Corrigendum, Addendum of NMRC 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 Lessor (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 _____

Glossary/Definitions

Section-2

- v) **"Addendum / Amendment"** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders;
- w) **"Agreement"** means the License Agreement to be executed between NMRC and the selected bidder.
- x) **"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
- y) **"Applicant"** means any eligible entity who will submit the application pursuant to RFP or Walk – In – Policy Documents.
- z) **"Application/Bid Processing fee"** means *Application/RFP or Walk – In – Policy document Cost which is non-refundable in nature.*
- aa) **"Bank Guarantee"** means Guarantee issued by a scheduled commercial bank in favor of NMRC Ltd.
- bb) **"Bare Space"** means the space offered on 'as is where is' on which commercial development as per scope mentioned in the RFP or Walk – In – Policy document can be done.
- cc) **"EMD"** means the Earnest Money Deposit (EMD)/refundable amount to be submitted by the applicant along with application form/RFP or Walk – In – Policy documents to NMRC
- dd) **"Highest Applicant/H1 applicant"** means the technically qualified applicant who quotes the highest License Fees for particular offered commercial space.
- ee) **"Interest Free Security Deposit/ Performance Security"** means interest free amount to be deposited by the successful applicant with NMRC as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- ff) **"License"** means the Commercial development Rights/Activities granted by NMRC to the successful applicant at Metro Station under terms and conditions of the License Agreement.
- gg) **"Licensee"** means the selected applicant, who has executed the License Agreement with NMRC pursuant to the conclusion of the Walk – In process.
- hh) **"License Fee"** means the amount payable by the Licensee to NMRC as per terms and conditions of the License Agreement.
- ii) **"License Period"** means a total contract period of License subsequent to expiry of fitment period after handing over of the space/premises/station
- jj) **"LOA"** means Letter of acceptance given by licensee in response of the NOA issued by NMRC
- kk) **"NMRC"** means Noida Metro Rail Corporation Limited (or "Corporation" or "Licensor")
- ll) **"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
- mm) **"Party"** means Licensee or Licensor (together they are called **"Parties"**)
- nn) **"Permits"** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- oo) **"Re. or Rs. or INR"** means Indian Rupee
- pp) **"Selected applicant"** means the applicant who has been selected by NMRC, pursuant to the application 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.

Section-3

3.0

Scope of work:-

- a) Successful applicant/Licensee shall have the rights to utilize the said Bare/unfinished commercial Space at **Sec – 83 Metro Station** for any commercial purpose except for banned usages/negative list as given in **Annexure-B of this License Agreement** subject to the terms and conditions as specified by NMRC.
- b) The offered Bare/semi furnished commercial space as per this RFP or Walk – In – Policy Document will be provided on “**as is where is basis**”. It is successful applicant's/Licensee's responsibility to develop the entire awarded area 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 applicant shall do it peacefully without any delay or demur and as per Technical feasibility. No claim for compensation/costs/damage etc. would be entertained on this account by NMRC.
- c) Successful applicant shall be required to execute all work at their own cost and as per NMRC specifications as required for commercial development of the offered /awarded space.
- d) The successful applicant shall required to adhere to the building design but there are no limitations on planning and subdivision of interior floor space as per feasibility. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the successful applicant. The successful applicant shall also ensure that the proposed commercial development within offered commercial area is neither an impediment for smooth flow of traffic/commuters/public nor a safety hazards to anyone. The successful applicant shall also ensure that all existing utilities and facilities (if any) falling within the said tendered space will be kept accessible and the successful applicant shall not interfere or tamper with those installations at any time.
- e) Notwithstanding anything mentioned above, the successful applicant 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.
- f) The successful applicant 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 applicant at its own and the NMRC may only provide assistance wherever possible without any obligations.
- g) 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 applicant . NMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.
- h) Fire fighting and other related infrastructure to be installed/arranged at its own cost for the tendered space by the successful applicant & must be in sync. with the Metro Station's fire fighting arrangement as per feasibility. Other necessary infrastructure which is required for the commercial development will also be developed/installed by successful applicant at his own cost and risk.
- h) The successful applicant 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 or Walk – In – Policy Document.
- j) Marketing/Promoting/Sub-Licensing of the offered spaces as specified in this RFP or Walk – In – Policy Document. Except for sub-licensing the use of the tendered spaces as per the terms of this RFP or Walk – In – Policy Document, the successful applicant 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 applicant ensures that no use of polythene baggage/bags/SUP at the tendered area/licensed area/outlets.
- m) The successful applicant 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.

Section: 4

License Period & Exit from License Agreement

4.1 License shall be for a period of **Fifteen (15) years**. The License period will be immediately start after the expiry of fitment period of **180 days** from the date of handover of the Offered Space. There is a lock in period of **Three (03) 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 a suitable time period with the mutual consent of both the parties, however, extension in license period is solely under the discretion of NMRC & Licensee cannot seek claim & compensation in this regard.

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 **Three (03) years**, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by NMRC. In such a case, the balance Interest Free Security Deposit/Performance Security shall be forfeited in favour of NMRC after adjustment of outstanding dues, if any, payable to NMRC. **No grace period shall be provided to licensee in such a case.** Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s)/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 **Three (03) years**. For this, the licensee shall give Three (03) Months prior intimation to NMRC which can be given before completion of defined lock-in period. [In this case lock in period is of **Three (03) years**, prior intimation can be given after passing of initial Two years and nine months of License Period], however option to exit will be available only after **Three (03) 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. However, NMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from the other contracts of licensee in NMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security shall also be recoverable from the licensee before licensee is permitted to remove their installations/fixtures/establishment(s) or else NMRC will seize their property at zero/nil value. NMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account. The Licensee shall remove their establishment(s)/installations/fixtures etc. from NMRC premises *after availing 30 days grace period immediately after the completion of Three (03) Months advance notice period, however, all utility (if any) will be disconnected/discontinued immediately after completion of Three (03) Months notice period.*

4.5. If the Licensee is desirous of surrendering and exiting from the license after expiry of lock-in period without serving any intimation period or intimation period shorter than Three (03) Months, the agreement shall deemed to be terminated on completion of such improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than Three (03) Months notice period and outstanding dues, if any. NMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in NMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their installation/fixtures/establishment(s) or else NMRC will seize their property treating it at zero/nil value. NMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account. The Licensee shall remove all their installations/fixtures/establishment(s) etc. from NMRC premises *after availing 30 days grace period immediately after the completion of such **improper intimation** notice period.* All utility (if any) will be disconnected/discontinued immediately after *completion of such **improper intimation** notice period.*

4.6. On Operational Ground: NMRC reserve the rights to terminate the License Agreement by giving **Forty Five (45) days** advance notice on operational ground during the currency of the contract. The License agreement will stand terminated on expiry of **Forty Five (45) days** notice. The advance license fees deposited by the Licensee for the balance/advance period (if any) shall be refunded on pro-rata basis, without consideration of any interest. Further, the Interest free Security deposit will also be refunded after adjusting outstanding dues payable to NMRC, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other

consideration whatsoever on any ground in this regard. All utility will be disconnected/discontinued immediately after **Forty Five (45) days** notice period.

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

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

Section-5

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

License Fee

The licensee is liable to pay to NMRC the amount of License Fee which is calculated as quoted rate multiplied by **total actual handed over covered area within external walls**. The License Fee will be escalated @ 20% (Twenty Percent) on compounding basis after completion of every three years of License Period.

5.2 Schedule of Payments:-

a) The payment schedule of License Fee & applicable taxes thereon shall be on quarterly basis i.e. January-March, April-June, July-September, October-December & so on.....

Adjustment of 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 against NOA will be exhausted on 14th October. NMRC asks Licensee to pay License 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 & whenever intimated to the licensee.

5.3. Payment Terms

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

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

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

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

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

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

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

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

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

d) Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue/demand within 16th day after issue of **Thirty (30) days** Termination Notice, along with a written request in the matter.

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

Section-6

6.1 Interest Free Security Deposit / Performance Security

The Licensee shall pay Interest Free Security Deposit / Performance Security to NMRC in advance equivalent to the amount of **1st year's License Fee which is calculated as quoted rate multiplied by total offered commercial space/area**. If actual handed over covered area within external walls will be less than the offered area, no adjustment in interest free security deposit will be done by NMRC, however, if actual handed over area will be more than offered area (variation beyond 10%), the differential Security Deposit will also be paid by Licensee. The interest free Security Deposit/ Performance Security shall be accepted in the form of DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled commercial bank in favour of NMRC Ltd. The Bank Guarantee must be issued by a bank branch located in Delhi, Noida, Greater Noida and Gurugram region only. If required, the Bank Guarantee shall be extended and renewed in advance before the expiry of existing Bank Guarantee in favour of NMRC valid up to the date of completion of license period plus Six (06) months, failing which the previous Bank Guarantee shall be invoked and encashed by NMRC without any prior intimation to the licensee. The Bank Guarantee must also be kept alive/ renewed further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en-cashed by NMRC without any intimation to the licensee.

6.2 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 completion of lock in period as per the provisions of the Agreement, after adjusting any dues payable to NMRC and after final settlement, without consideration of any interest after completion of License Agreement.

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

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

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

6.6 In addition to the requisite Interest Free Security Deposit (IFSD), the successful applicant/licensee shall have also to pay the one time Upfront payment (Non – Refundable) basis the space(s) awarded. The payable upfront amount is as under:-

Location of the offered Space	Tentative commercial area offered (In Sqm)	One time Upfront payment (Non – Refundable) (In Rs)*
Lower Ground Floor	842	30,54,876
Upper Ground Floor	226	8,19,954
1 st Floor/Concourse Floor	609	16,57,143
Platform Level Floor	845	22,99,320
PD Level Floor	1532	41,68,707

*Taxes will be applicable extra on the above mentioned Upfront amount.

Section-7

7.1 Taxes and Other Statutory Dues

- a) The GST and other Taxes, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.
- b) The property tax applicable, if any, on the property of NMRC shall be borne by NMRC.
- c) All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this License.
- d) The Licensee and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.
- e) Payment of stamp duty on agreement, if any, to be executed in pursuance of this Tender/License Agreement/Contract will be borne by Licensee.
- f) Noida - Greater Corridor of NMRC Ltd. is operated in the State of Uttar Pradesh and it is advised that licensee preferably should have GST Registration for State of Uttar Pradesh for claiming GST input credit.

Section: 8**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/semi furnished/bare 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) All the development work on the offered Space(s) shall duly adheres 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/commuters. 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 timely to complete all development activities within specified fitment period of **180 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-B** 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 bona-fide use and in connection with fulfillment of the other terms and conditions of the license agreement.
- h) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of NMRC for inspection of Licensed Space or for repair of NMRC utilities passing through the Licensed Space at any time and to abide by and comply with all instructions as may be indicated by the fire officer & other officials. If any fixtures or utility relating to operation of the Metro Trains/Stations is running through the licensed area, proper protection as advised by NMRC shall be done by Licensee.
- i) Licensee and their employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of Metro Operations, passenger safety, safety of NMRC properties and its assets.
- j) The Licensee and their authorized representatives including their sub-licensees or their further authorized representatives shall have free access to the licensed spaces at all the times.
- 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.
- l) Permission for construction of mezzanine floor (if any) will be under the sole discretion of NMRC and as per site feasibility. If construction of mezzanine floor is not permitted by NMRC due to any reason, Licensee cannot seek any claim and compensation regarding this. The License Fee charging of mezzanine floor (if any) will be done on negotiated License Fee rate between Licensee and NMRC Ltd.

Section-9**9.1 Fine/Penalties**

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

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

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

Section : 10

10.1 Material breach of contract / Events of Default

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

- a) If the Licensee is found guilty of persistently breaching as stipulated in this Agreement and carrying the business which is banned as per Annexure-B and also Licensee fails to perform or discharge any of their obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to NMRC without any contributory factor of the Licensee.
- b) If at any time during the subsistence of the Agreement, there is non-conformity to the Agreement or any time during the Agreement, the Licensee indicates its unwillingness to abide by any clause of this Agreement or repudiates the Agreement.
- c) If the Licensee fails to pay License Fee and any other amounts due to NMRC.
- d) If the Licensee is in persistent non-compliance of the written instructions of a NMRC officials.
- e) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to NMRC employees/commuters or loss to NMRC property.
- f) If the Licensee makes any of the following changes in Ownership:
 - i) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- g) The licensor without prejudice to any other remedy for breach of the terms & condition of the license agreement, by written notice of non compliance of any of the terms and condition to the license, may terminate the License agreement.

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.

Section 11

RIGHTS AND OBLIGATIONS

11.1 Licensee's Obligations:

11.1.1 General

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

11.1.2 Standard of Performance

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

11.1.3 Conflict of Interests

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

11.1.4 Prohibition of Conflicting Activities

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

11.1.5 Confidentiality

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

11.1.6 Accounting, Inspection and Auditing

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

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

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

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

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

11.4 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 this 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 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 standard 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 deviation/ 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, Air Conditioning and Fire Fighting & Fire Protection:
 - i) Licensee shall take electricity from the NMRC if requirement of electricity load is **upto 20 Kw** for the commercial development however, if electricity load requirement is **more than 20 Kw** for commercial development, the licensee have to take the electricity connection directly from the DISCOMS at their own cost under the intimation to NMRC. It is well be the Licensee's responsibility to draw electric power cable to the licensed space at their own cost. Further licensee can also explore alternate source of electricity such as Solar power etc. for their requirement subject to fulfilling all the statutory guidelines and under intimation to NMRC.
 - 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 NMRC electric point 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 Licensee.

- 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) Water Supply:**
 - i) Raw water supply as per availability and feasibility may be arranged by Licensee at its own cost from the civic bodies. NMRC may also provide the water connection from its own connection subject to the availability, feasibility and on chargeable basis. 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 licensed area to aforementioned STP/ ETP and from STP/ ETP to the municipal drainage/NMRC drainage (if available) 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 civic agencies to ensure perfect cleanliness. If any kind of waste is found disposed off on NMRC land/ or premises, a penalty/fine of Rs.2, 000/- 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 & as per guidelines as Annexure - C & prior written approval of NMRC. Licensee agrees voluntarily and unequivocally not to seek claim, damages, compensation or any other consideration whatsoever on account of non availability / non provision of Gas Bank. If space for setting up of Gas Bank will be provided by NMRC, same will be charged @ 50% of the main commercial area license fee.
 - vii) **Parking:**
Licensee can use parking facility as per its availability in nearby areas/Metro Station on payment of parking charges to the concerned parking contractor, however, NMRC will also provide Parking area equivalent to 7.5% of total leased area, at suitable location, in station premise for licensee's staff vehicles without any charges as per feasibility & availability.
 - 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 conform 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 alteration 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 commercial advertisement in any format shall be permitted in/around 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 Lessor

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 Licensee may be taken or executed by the officials as formally designated by each party.

12.1.4. Taxes and Duties

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

12.1.5. Fraud and Corrupt Practices

The Licensee and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the License Agreement, NMRC may reject a Bid, withdraw the NOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMRC shall be entitled to forfeit & appropriate Bid Security/EMD or Interest Free Security Deposit/Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under Bidding Documents and/ or License Agreement, or otherwise.

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

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

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

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

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

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

12.1.6 Measures to be taken:

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

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

12.2.1. Effectiveness of Contract

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

12.2.2 Commencement of Services

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

12.2.3. Expiration of Contract

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

12.2.4. Modifications or Variations

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

12.2.5. Force Majeure

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

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

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

(b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

12.3 Good Faith

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

12.4 Settlement of Disputes

12.4.1 Amicable Settlement

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

Conciliation

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

12.4.2 Arbitration

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

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

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

12.4.5 Jurisdiction

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

12.4.6 Cost

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

12.4.7 Indemnity

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

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**. 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** is not permitted due to court order/local laws/civil authorities

The Licensee hereby indemnifies NMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

The Licensee hereby agrees that NMRC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of NMRC. Licensee hereby indemnifies NMRC against the claims made by Licensee's employees against NMRC.

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

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

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

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

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

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

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

while working in NMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

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

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

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

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

13.7 In case of non-payment of License fees and other dues or any other reasons whatsoever, the Licensee voluntarily agrees to and permits the licensor "NMRC" to disconnect all utility services including electric supply to the licensed premises and also seal the licensed premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Lessor.

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 Lessor. The Licensee also voluntarily agrees to collect the invoice from the Authorized representative of the licensor (NMRC) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.

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

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

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

13.12 **Compliance with the Law** - The premises and the fixtures and the appurtenances thereto (except those installed by NMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The Licensee at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Fire department. The Licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance, Act and also to instructions issued from time to time from the MD, NMRC or any official of NMRC. Non-compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of Licensee.

13.13 Electrical Specifications and Procedure for Release of Electric Power Supply

13.13.1 Electricity supply required from NMRC will be provided as per terms and conditions indicated in Annexure - Rules and Guidelines for release of Electric Power. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the commercial

operation of the spaces allotted under this agreement. Licensee shall use energy efficient equipment.

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

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

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

13.14 Maintenance of Licensed Space(s):- Licensee shall keep and maintain the Licensed 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 Joint inspection of Licensed premises may be conducted by NMRC officials and Licensee, at mutually convenient time. Discrepancy noticed and instructions issued by NMRC shall be rectified / complied by the Licensee within a period of 7 days, failing which NMRC reserves the right to impose fine up to Rs. 5,000/- per instance of irregularity per week. Deliberate or willful non-compliance of NMRC written instructions for a period of Ninety (90) days shall constitute Material breach and Licensee Event of Default, which shall entitle NMRC to en-cash security deposit in part or full and or terminate the License Agreement after giving Ninety (90) days notice to the Licensee. Such termination of the Agreement and forfeiture of the interest free security deposit by NMRC shall be without prejudice to any other damages, rights or remedies applicable under law in its favor.

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

Section-16

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

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks from/payable at _____, (DELHI, NCR, Noida, Greater Noida or Gurgaon region) 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 Tender/Work) at _____ Metro Station in NMRC Network to M/s _____. (hereinafter called "Licensee").

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

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

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

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

As per the terms of the above mentioned NOA, the Licensee has been selected for _____ (Name of Work) at _____ Metro Station in NMRC Network for the duration of the License Period.

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

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

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

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

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

The Guarantor, as primary obligator shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to NMRC an amount not exceeding Rs. _____ (Rupees _____)

_____ only), on the same working day of receipt of a written demand from NMRC, calling upon the Guarantor to pay the said amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein above:

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

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

Signed, Sealed and Delivered for and on behalf of the Bank by the above named

In the presence of:

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____

Section-17

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

NMRC can only provide electricity load upto 20 Kw from its source (if available) , however, if electricity load more than 20 Kw will be required same must be obtained directly from DISCOMS under the intimation of NMRC Ltd or explore alternate source by licensee at their cost and risk)

The following Rules & Guidelines (Clause No. 17.1 to 17.8) will be applicable at the time of release of Electricity (if Electricity will be provided by NMRC from its own source) to the Licensee's use subject to the condition that licensee must submit a "No Objection Certificate" issued by electricity power supply company/DISCOM Company in favor of NMRC Ltd. stating that 'NMRC may extend its electricity connection for commercial use by Licensee'.

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 permitted in exceptional circumstances/ provision mentioned in the RFP. 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 as attached.
- 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.

I) 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 laying 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)

17.3 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.

17.4 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

17.5 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, Schneider
9	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schneider
10	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati.
11	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton

17.6 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-enamelled 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.

17.7 Fire Safety Requirements

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

TYPE & SPECIFICATAION: BIS approved stored pressure extinguisher as per IS 15683:2006 and of type "A", "BC" or "ABC" conforming to risk protection as per IS 2190:1992. (Kg and Liters can be converted in same ratio i. e. 5 Kg = 9 Liters) Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity –

AREA

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

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

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

17.8

Declaration to be submitted at the Time of Request for Release of Electricity

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

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

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

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

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

The Applicant hereby agrees and undertakes:

- 1.0 That the Applicant desires to have and agrees with NMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates as per Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
- 2.0 That the Applicant shall have no objection for the Electrical Connection providing Agency to carry out Inspections of the Applicants' Meters & Equipment & any Observation made by such Agencies, which are acceptable to NMRC, shall be binding on the Applicant for Attention/Compliance.
- 3.0 That NMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
- 4.0 That the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by NMRC before the last date mentioned in such Monthly/Bimonthly Bill. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. NMRC may ask Applicant to recalibrate the Energy Meter whenever considered necessary.
- 5.0 That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by NMRC, shall be paid and borne by the Applicant.
- 6.0 That the Applicant agrees that NMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by NMRC as a new connection and NMRC would follow the procedure as in the case of a new connection.
- 7.0 That NMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining License period in case the contract is terminated prior to the expiry of the contracted period.
- 8.0 That all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify NMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of NMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
- 9.0 To pay NMRC all costs and expenses that NMRC may incur by reason of a fresh service connection being given to the Applicant.
- 10.0 To indemnify NMRC against all proceedings, claims, demands, costs, damages and expenses that NMRC may incur by reason of a fresh service connection given to the Applicant.
- 11.0 To be bound by NMRC's conditions of supply, and all applicable acts and rules.
- 12.0 That NMRC shall not be responsible for any interruption/diminution of supply.
- 13.0 Others
- 13.1 Applicant will have to provide a Low voltage switch-board with MCBs & ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter

shall be installed and sealed by NMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

13.2 NMRC shall provide supply, if available, at one fixed point as per NMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/schemes/details shall be taken from NMRC.

13.3 Only FRLS cable of required size shall be used for tapping off supply from NMRC fixed supply to Applicant premises in rigid GI Conduit pipe.

13.4 Applicant will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing /capping. The Applicant shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per NMRC's approval).

13.5 NMRC will provide Power Supply of single phase, 230V, 50Hz for a max. Connected load up to 10kW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50 Hz subject to availability.

13.6 Applicant shall be given only normal power supply available in station premises. Applicant may use suitable voltage stabilizers and power factor correction equipment as per his requirement. NMRC shall not be providing any standby power supply from station DG set or UPS.

13.7 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be the permitted to use standby UPS/Inverter system will also be taken as a part of total connected load.

13.8 The Total Demand Load & Total Connected load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected Load Only.

13.9 Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.

13.10 Applicant shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Applicant's cost shall carry the entire work. NMRC's representative may inspect and supervise the work.

13.11 Applicant shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the NMRC's Distribution Board or to any other place as directed by the NMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Applicant. Every shop/ property Development area must have enough Fire Extinguishers as stipulated.

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

13.13 The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Applicant. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Applicant will be supplied subject to availability at an additional cost and conditions to be stipulated by NMRC.

13.14 In case, Applicant draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Applicant pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, NMRC reserves the right to revoke the license and forfeit the interest free security deposit.

13.15 In case, the Applicant is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of NMRC.

14.0 That the Applicant shall have no objection at any time to the rights of NMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.

15.0 That the supply shall be used for the purpose that it has been sanctioned by NMRC and shall not be misused in any way to serve any other purposes.

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

17.0 That the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.

18.0 That NMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the License period or in case of any contractual default.

19.0 That NMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.

- 20.0 To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
- 21.0 That NMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority (ies)/court of Law, without prejudice to the NMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by NMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
- 22.0 That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.
- 23.0 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}

Annexure-A

Detail of offered Commercial Space (s).

Sl. No.	Name of the Metro Station	Location of the offered Space	Tentative commercial area offered (In Sqm)
1.	Sec - 83	Lower Ground Floor	842
2.	Sec - 83	Upper Ground Floor	226
3.	Sec - 83	1 st Floor/Concourse Floor	609
4.	Sec - 83	Platform Level Floor	845
5.	Sec - 83	PD Level Floor	1532

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

Note -2: Successful bidder shall be required to execute all work including electricity at their own cost as required for commercial development.

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-B.

Note – 5:

- a) Upto 10% of total actual handed over covered area within the external walls will be made available to Licensee free of cost on the Terrace for installation of Utilities.
- b) Any additional space beyond 10% as mentioned in (a) above at the roof/Terrace level will be charged @ 50% of quoted license fee rate.
- c) On terrace floor, no permanent construction & covering is permitted.

Annexure-B

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 Coal/Gas based cooking strictly prohibited. However provision of Gas Bank/PNG/LPG is permitted subject to availability & technical feasibility & approval of NMRC as per description enclosed as **annexure –C** of License Agreement.
- 5.0 Banqueting for marriage purpose is strictly prohibited. However usages as Coaching Centres, Computer Training Centres and conference Hall will be permitted.
- 6.0 Sale of alcohol based drinks or beverages is prohibited, however, serving of liquor in Restro Bar can be permitted subject to the fulfillment of all statutory/legal/local permissions.

Annexure-C**NMRC Policy for permission of LPG**

NMRC shall permit installation of LPG Bank (Packed Installation) for purpose of cooking subject to fulfilling of statutory conditions and compliance of regulatory conditions by the licensee or sub license.

STATUTORY CONDITIONS

1. Packed Installations allowed only on Ground Level.
2. Packed Installation not allowed at place where they are likely to cause obstruction, suffer damages or exposure to conditions likely to affect safety of commuters.
3. Packed Installation not allowed inside the Station Building. The site for cylinder manifold is to be located away from kitchen. A minimum distance of three (03) meters required between packed installation and any building, public place or roadways.
4. A minimum distance of one (01) meter is required between the cylinder installation and the open surface water drain, if any.
5. Packed installation not allowed at place where they may be overheated i.e. close to steam pipe, boilers etc.
6. Cylinder Manifold, Pressure Regulators, Piping Valves, Tubing and Fittings (excluding Manifolds) shall comply to IS : 6044 (Part-I)-1971.
7. The maximum permitted capacity of packed installation shall be 500 Kg.
8. All workers of Licensee/NMRC staff on that Station be made well acquainted with the operation of Packed installation valves by the Licensee.

REGULATORY CONDITIONS

1. Packed Installation is to be slightly raised from the ground level. Cylinders shall be located on a concrete or brick floor without any cavity, in outdoor installation. The cylinders shall be installed in upright position with the valve pointing upwards.
2. The drawing of packed installation system shall be got approved from NMRC before start of work. The packed installation shall be suitably protected by automatic and manual sprinkler system.
3. The cylinder storage cabinet shall be of fire resistant construction. Flammable materials like wood and plastic not allowed. A lean to roof with expanded metal on angle iron framework on the side is considered suitable for this purpose. Since LPG is heavier than air, adequate ventilation is to be provided at floor level open to atmosphere. The ventilators shall be provided with two (02) layers copper or non-corroding metal wire mesh.
4. Main shut off valve on the pipeline emerging out of cylinder storage cabinet shall be located in such a manner that it just falls outside the storage cabinet and shall be easily accessible at all times. At the point of entry of each work place, the line shall have a quick shut off valve.
5. The storage cabinet shall have caution signs such as "DANGER", "HIGHLY INFLAMMABLE GAS SHED", "NO SMOKING" etc. painted in luminous red paint outside at a prominent place.
6. Safety cap is to be put on the empty cylinders.
7. The doors of the cabinet where cylinders are installed shall open outwards.
8. The nearby area of packed installation shall always remain clear of any vegetation.

SPECIAL NOTE

- i. In case of any alteration/deviation/violation of any one of above mentioned measures or failure in compliance of standards of IS: 6044 (Part-I)-1971 in packed installations, if noticed by the fire wing of NMRC will be liable for heavy penalty/cancellation of permission/termination of allotment by NMRC.
- ii. Licensee has to apply for grant of permission for use of LPG for the allotted shop/spaces with a drawing of proposed packed installation.

NMRC Policy for permission of Piped Natural Gas (PNG)

NMRC shall permit use of PNG for purpose of cooking subject to fulfilling of statutory conditions and compliance of regulatory conditions by the licensee or sub licensee.

STATUTORY CONDITIONS

1. Installation of the PNG system shall be done by the licensee through IGL or its authorized vendor.
2. The licensee shall submit the certificate from IGL/Its authorized certifying agency stating that the work has been done as per the approved standards, specifications and norms of the PNG pipe line system.
3. IGL guidelines to be followed in addition to NMRC guidelines.