

Application

For

**Installation of Mobile Trucks for Food/Recreational and Utility at
Proposed NMRC Station Parking Locations**

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

Tender No. NMRC/EoI/Food Truck/155/2021

July - 2021

Issued by:

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

Data Sheet

1	Name of the Application	Installation of Mobile` Trucks for Food/Recreational and Utility at Proposed NMRC Station Parking Locations
2	License Period	12 Months + extendable up to another 12 Months on mutual agreed terms and conditions
3	Processing Fee	INR 10,000 (including GST) (Rupees Fifteen Thousand only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited (Non-Refundable)
4	Method of selection	License Fee (H1)
5	Name of the Corporation's official for addressing queries and clarifications	GM (Technical) Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcnoida@gmail.com Website: www.nmrcnoida.com
6	Schedule of Application Process	
	Heads	Key Dates
	Uploading of Application	13/07/2021
	Pre-Application Meeting	20/07/2021, 1100 hrs (IST) in NMRC Office, Sec – 29, Noida
	Last date of receiving queries against Pre-Application submission Meeting (If any)	22/07/2021 upto 18:00 hrs. Query should be sent in word as well as PDF format on the email – nmrcnoida@gmail.com
	Last date for uploading reply against query (If any)	30/07/2021 at 18:00 hrs.
	Last Date of Application Submission	06/08/2021, 1500 hrs (IST) at the below mentioned address:- O/o GM/Technical, Noida Metro Rail Corporation, 3 rd Floor, Ganga Shopping Complex, Sector – 29, Noida, Uttar Pradesh – 201301 The fully filled application along with requisite documents must be submitted in hard copy form only.
7	Account details	For Processing Fee HDFC Bank, Shop No. 63-66, Ganga Shopping Complex, Sector-29, Noida Gautam Budh Nagar, Uttar Pradesh-201301 IFSC Code – HDFC0004715 A/c No.- 50200035332880 Title of the Account – Noida Metro Rail Corporation Ltd PB A/C

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ABOUT NMRC

Noida and Greater Noida are being developed as the industrial towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.

Noida Metro Rail Corporation (NMRC) is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. NMRC desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of NMRC is to help create an efficient, safe, reliable, economical and affordable public transport system.

In this context, Noida Metro Rail Corporation Limited (NMRC) recognizes that the diversity of prepared food options can be enhanced by allowing mobile food vendors (or food trucks) to serve prepared food within the metro station parking premises. Commuters travelling from furthest corner of Delhi-NCR to Noida-Greater Noida using the Aqua metro line shall be the most beneficial from these food trucks and other recreational or utility trucks.

DISCLAIMER

This Application for “Installation of Mobile Trucks for Food/Recreational and Utility at Proposed NMRC Station Parking Locations” contains brief information about the scope of work.

While all efforts have been made to ensure the accuracy of information contained in this Application Document, this Document does not purport to contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigation 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/s. Noida Metro Rail Corporation Ltd. (“NMRC” or “the Corporation”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the Application Document.

NMRC reserves the right to change any or all conditions/information set in this Application Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as NMRC may deem fit without assigning any reason thereof.

NMRC reserves the right to accept or reject any or all applications 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 documents to be submitted in terms of this Application Document.

Installation of Mobile Trucks for Food/Recreational and Utility at Proposed NMRC Station Parking Locations

1. Background

- 1.1. An elevated metro line between Noida and Greater Noida is operational since January 2019.
- 1.2. It is acknowledged that the Food/Recreational/Utility Trucks at NMRC Stations will
 - Supplement the commuters'/ employees' requirement of Food/Recreational/Utility while travelling along the line
 - Be a platform for attracting commuters to board NMRC metro networks
- 1.3. NMRC invites Applicants ("Interested parties") to submit their Applications. Based on the responses of Applications received, NMRC shall select the party(s) as per the procedure in the document for the mentioned scope.

2. About Broad Project Scope

Mobile Truck - A vehicle-mounted Food/Recreational/Utility service establishment designed to be readily moved. Vehicle in which Food that is already prepared and made ready for consumption at the point of sale is sold from or out of a motor vehicle that does not exceed 7 feet in width and 15 feet in length and that is removed each day from the location where the Foodies sold or any other Recreational/Utility services is provided after the permitted hours by NMRC.

3. Requirements for Mobile Food/Recreational/Utility Vendors within Noida

- 3.1. Vendors must have the following valid permits from concerned Government authorities:
 - a. Fire Safety Certificate from Fire Department
 - b. Shop and Establishment License
 - c. No Objection Certificate from Regional Transport Office
 - d. Mobile Vendor's License from FSSAI for Food trucks
 - e. Copy of any relevant tax registrations, such as GST registration (if any)
 - f. Proof of Kitchen Insurance for Food Trucks

The Food/Recreational/Utility truck owner will be responsible for any other permits/license required during operation

- 3.2. Vendors operating food trucks must also have Kitchen Insurance and produce proof of the same at time of application.
- 3.3. The kitchen space of the Mobile Food Vendor will be within the truck. Any truck found to be setting up and doing maximum operations outside the truck will be liable to pay a penalty or have their Permit revoked.
- 3.4. Vendors may operate only at locations decided by the metro corporation. The locations will be demarcated and the number of Food/Recreational/Utility trucks per metro station will also be decided by NMRC. The vendors will follow the limit on the number truck allowed per station and will be liable to pay a penalty if found to be flouting rules.
- 3.5. Vendors must provide for adequate waste collection from their customers and remove waste from the site daily. Servicing items used must be disposable and biodegradable.
- 3.6. Waste produced during operations shall not be thrown on the road, on footpaths, in drains or in sewer lines. The waste shall be collected in a dustbin and be thrown in

- public dustbins for waste collection. In case of door to door collection of waste is implemented for Food/Recreational/Utility trucks in, a monthly user charge will be paid by the vendor for availing the service.
- 3.7. The Mobile Food/Recreational/Utility Vendor shall maintain cleanliness at the allocated location of sale and the adjoining areas. They shall also be expected to maintain public health and hygiene.
 - 3.8. Operation of the Food/Recreational/Utility truck shall be carried out only at the allocated places. Any contravention shall be treated as a violation of this Policy and the vendor shall be liable to pay a penalty.
 - 3.9. Vendors shall ensure maintenance of civic amenities and safety of public property in the allocated places of sale and adjoining areas.
 - 3.10. Vendors shall ensure that smooth flow of traffic/vehicles and public convenience are not hindered by their activities. They shall also ensure that all traffic rules are followed.
 - 3.11. Vendors shall not sell alcohol, tobacco and other prohibited goods. They shall not do any such activity/work/business/service which pollutes the environment or causes public hindrance.
 - 3.12. Vendors must be self-contained and cannot use outside water, sewer, or electricity at vending site.
 - 3.13. Vendors shall not broadcast loud music or advertise with the usage of sound systems.
 - 3.14. No signage allowed except signage affixed to the mobile vending unit identifying the vendors and menu/price information. All signage and graphics must be professionally constructed.
 - 3.15. Vendor must display their Mobile Food/Recreational/Utility Vendor Permit from authority in a prominent location on the unit.
 - 3.16. Vendors will make their own provision for water supply. NMRC shall not be responsible for providing water connections to mobile Food/Recreational/Utility vendors.
 - 3.17. Vendors must operate in a safe, sanitary, and non-offensive manner. Complaints of unsafe conditions, excessive waste or noise (from patrons or machinery), or other disruptive conditions to neighbouring owners or occupants will be investigated and may be the cause for revoked permits or denied permit renewal.
 - 3.18. The MD, NMRC, is authorized to make changes to this application at any time to ensure that the operation of Food/Recreational/Utility trucks is running efficiently, safely, fairly, and in a manner, that achieves the NMRC's goals and objectives.
 - 3.19. No Food/Recreational/Utility truck operator may operate anywhere in NMRC metro station premises without a Mobile Food/Recreational/Utility Vendor Permit. Failure to pay the monthly license fee will result in the revocation of the said Permit.
 - 3.20. It shall be the responsibility of the Food/Recreational/Utility truck vendor to be familiar with and understand all the rules and regulations related to Food/Recreational/Utility trucks found in the Mobile Food/Recreational/Utility Vendor Policy of NOIDA, as well as the rules and inspections associated with other health and safety regulations.
 - 3.21. Food/Recreational/Utility trucks may be temporarily prohibited from operating on public property, including in designated parking locations, or temporarily moved to a nearby location at the request of the metro authority in cases of emergency

purposes, construction, or other public benefit or service. The metro authority will provide notification of such removal at least fourteen (14) days ahead of time.

- 3.22. No structure of any type shall be made by the vendor at the place of sale or in adjoining areas. Seating arrangements can be made by the vendor at the assigned place, but they must be temporary in nature and will be set up and removed by the vendor at the start and end of business.
- 3.23. A Mobile Food/Recreational/Utility Vendor Permit is only valid for a single vehicle. Food/Recreational/Utility truck operators with more than one truck shall require a separate Permit for each Food/Recreational/Utility truck.
- 3.24. If anyone falls ill/infected/poisoned after consuming Food from the Food truck, the responsibility of this incident will be solely to the Food Truck Operator and Food Truck Operator must indemnify NMRC in this regard.

4. Operation Timing

Food/Recreational/Utility trucks would be allowed to operate in the designated areas in designated time slots covering breakfast, lunch and dinner service times. Operations will be allowed to begin at 09:00 AM till 10:30 PM. Any Mobile Food/Recreational/Utility Vendor found to be violating the timings would be liable to pay a penalty, as decided by the corporation.

5. Penalties and Remedies

Operation of any mobile Food/Recreational/Utility vending unit in violation of this policy shall result in the assessment of a penalty ranging from Rs. 500/- to Rs. 2000/-, solely decided by NMRC. Each day the violation exists constitutes a separate violation for which an additional per day penalty will be imposed.

6. Stations to be offered for installation of Food/Recreational/Utility Trucks

S. No	Station Name	Maximum Space Available for placing and operating Food/Recreational/Utility Truck	Minimum Space to be offered for placing and operating of each Food/Recreational/Utility Truck	Band Band 1@Rs600/Sqm/month Band 2@ Rs480/Sqm/month Band 3@Rs390/Sqm/month
1	Noida Sector-76	1512.91 Sqm	25 Sqm	Band 2
2	Noida Sector-101	409.35 Sqm	25 Sqm	Band 2
3	Noida NSEZ	547.5 Sqm	25 Sqm	Band 2
4	Noida Sector-83	844.5 Sqm	25 Sqm	Band 2
5	Noida Sector-137	863.25 Sqm	25 Sqm	Band 2
6	Noida Sector-142	750 Sqm	25 Sqm	Band 2
7	Noida Sector-143	478.5 Sqm	25 Sqm	Band 2
8	Noida Sector-144	600 Sqm	25 Sqm	Band 3
9	Noida Sector-145	600.6 Sqm	25 Sqm	Band 3
10	Noida Sector-146	270.75 Sqm	25 Sqm	Band 3
11	Noida Sector-147	600.83 Sqm	25 Sqm	Band 3

12	Noida Sector-148	311.1 Sqm	25 Sqm	Band 2
13	Pari Chowk	660.23 Sqm	25 Sqm	Band 1
14	Alpha-I	690.68 Sqm	25 Sqm	Band 1
15	Delta-I	900.68 Sqm	25 Sqm	Band 2

It may be noted that:

1. The spaces available are tentative in nature and on “as is where basis is”.
2. The availability of space for installation of Mobile Trucks for Food/Recreational/Utility at NMRC station parking shall be subject to requirement for Parking and Electric Vehicles Charging Stations over the period of time.
3. The indicative parking layout for each station has been provided along with this application. The bidder may undertake site visits to develop a further understanding of the proposed locations.

7. Schedule of Rates

The schedule of rates is as under –

#	Band	License Fee per Sqm per Month (in Rs.) (Excluding Taxes)
1	Band 1	600
2	Band 2	480
3	Band 3	390

Note: GST/any other tax/charge shall be payable by the applicant in addition to the above License Fee.

8. Security Deposit

In addition to the abovementioned charges at Clause - 7 (Schedule of rates), the applicant required to pay an Interest Free Security Deposit in the form of Demand Draft / Banker’s Cheque immediately/within two working days after confirmation of Booking by NMRC as advance. The lump sum amount of refundable security deposit shall be equivalent to 3 months license fee charges basis the quoted per month fee as per Financial offer in Form 3.

Security Deposit will be kept by NMRC till the tenure of agreement is over and will be refunded (preferably within 1 month) after receiving the confirmation from Operation/Concerned department that there is no damage to the property of the NMRC during the tenure of operation. However, all penalties imposed on the applicant due to any violation or negligence during the tenure of the agreement will be recovered first from the security deposit amount and balance amount (if any) shall also be demanded from the applicant. The balance Interest Free Security Deposit will be refunded after completion of the contract without any interest incurred on it.

9. Payment

The License fee payment shall be remitted monthly in advance within 7 days of start of every month through RTGS/ NEFT or in the form of Demand Draft / Banker’s Cheque drawn in favour of Noida Metro Rail Corporation Ltd., payable at Noida. Late payment of License Fee and other charges will attract penalty interest charges @ 18% per annum on the per day delay basis.

10. Infrastructure Services

a. Electricity

Electricity shall be provided by NMRC based on availability on the applicable commercial rate however all connections, supply & installation of wiring as well as electric meter will be done the contractor on its own cost. The applicant may use DG sets on their own cost for electricity supply as well.

b. Disposal of Waste

The Applicant 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/- per day shall be imposed by NMRC for each occasion.

The Applicant shall be responsible for all payments on the above accounts i.e. electricity and waste disposal facility.

11. Eligibility of Applicants

- I. The Applicant should be registered and have experience in Food/Recreational/Utility industry
- II. The Applicant should have similar experience of providing service in India.

Documentary proofs to be submitted for the above parameters.

12. Documents to be submitted

The Application to be submitted by the Interested Parties shall, *inter alia*, include:

- I. Make, model, and license plate number of vending unit
- II. Copy of FSSAI's Mobile Food Vendor's License for Food Trucks
- III. Copy of Fire Safety Certificate from Fire Department
- IV. Copy of No Objection Certificate from Regional Transport Office
- V. Copy of any relevant tax registrations, such as GST registration
- VI. Proof of Kitchen Insurance for Food Trucks

13. Date of submission

- I. The Interested parties shall submit their respective details in aforesaid format latest by **06/08//2021** [3:00 PM] at NMRC's herein below mentioned address:

GM (Technical)
Noida Metro Rail Corporation,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301
Email: nmrcnoida@gmail.com,
Website: www.nmrcnoida.com

- II. Applications received by the NMRC after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

14. Submission of Proposal

The applicant is requested to submit an application along with the below documents: proposals.

- i. Covering Letter (As per Form 1 attached)
- ii. Details of applicant and relevant experience in the same field (As per Form 2 attached)
- iii. Financial offer as per Form-3 attached

15. Selection Process

- 15.1. The evaluation and assessment for the selection of the bidder shall be based on the Bid variable i.e. the Monthly License Fee (excluding taxes) quoted by the Bidder for the offered location. The Technically eligible bidder, quoting the Highest per month License Fee for the offered location, shall be the Highest Bidder (H1) whose offer shall be evaluated and assessed by NMRC.
- 15.2. For any future space available in a metro station, the vendor already running the trucks will be given the first right of refusal to bid for the space. Upon refusal by existing vendor at a particular station, the space shall be allotted by undertaking a similar process (H1 bid system).
- 15.3. After the above evaluation process, the Preferred Applicant may be declared as the selected Applicant ("Selected Applicant") for the Project.

16. Application Registration and Instructions

- I. Applicants are advised to study all instructions, forms, terms, requirements and other information in the Application carefully.
- II. Applicant shall be deemed to have applied after careful study and examination of the Application Document with full understanding of its implications.

17. Submission of Documents

- I. All the notifications & detailed terms and conditions regarding this Application notice hereafter will be published on the NMRC website.
- II. The technical (Form 1 and Form 2) and financial proposal (Form 3) shall be sealed in **two separate envelopes and then in one single outer envelope** clearly bearing the following identification: "**Application for Installation of Mobile Trucks for Food/Recreational and Utility at Proposed NMRC Station Parking Locations**" within the deadline as specified in Clause no. 13

The proposals shall be addressed to:

O/o GM Technical, Noida Metro Rail Corporation

3rd Floor Ganga Shopping Complex

Noida, Sector -29, Uttar Pradesh- 201301

nmrcnoida@gmail.com

- III. Applicant shall submit all formats and suggested documentary evidence with the Application document.
- IV. The envelope shall indicate the name, address and contact number of the Bidder
- V. If the envelopes are not sealed and marked as instructed above, the Proposal/ bid may be deemed to be non-responsive and would be liable for rejection.

18. Nodal Officer for Information about the Project Application

Applicants may obtain further information/ clarifications pertaining to this Application from the office of GM (Technical), NMRC.

General Terms and Condition

NMRC and Applicant are hereinafter be individually referred to as the “**Party**” and jointly as the “**Parties**”.

1. Term and Termination

- a. The term of the association shall be effective for the period of 12 (Twelve) months extendable by another 12 months from the date of signing of the Agreement, unless otherwise terminated by the Parties in accordance with the terms. This agreement may be renewed or extended for any period as may agreed by the parties.
- b. NMRC shall have the right to terminate the contract if the licensee commits a breach of any of provisions of this Application and fails to cure/remedy such breach (if capable of being remedied) within cure notice period of 30 days or fails to perform any of the material obligations.
- c. Without prejudice to the aforesaid, the either Party shall have a right to terminate the Agreement, by way of giving a 30 days prior written notice of its intention to do so, to other Party.

2. Obligations of the Applicant

- a. Work: To undertake to run the Food/Recreational/Utility trucks at NMRC Station parking space.
- b. Approvals: To take the approval from the Corporation pertaining to anything which is not as per the clause of this document.
- c. Conflict of Interest: To hold the Corporation’s interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- d. Confidentiality: Except with the prior written consent of the Corporation, the Applicant shall not at any time communicate to any person or entity any information acquired in the course of the Service. The Applicant shall not use such documents, data and other information received from the Corporation for any purpose other than undertaking services as are required for the performance.

3. Communication

Communications between parties, unless otherwise specified shall be effective only when made in writing. A notice will be effective only when delivered.

4. Language

- a. The Applications prepared by the Applicant and all correspondence and documents relating to the applications exchanged by the Applicant and NMRC, shall be written in English language, provided that any printed literature furnished by the Applicant in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the application, the English translation shall govern.
- b. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Applicant.

5. Permits, Licences or Approvals

It shall be Applicant's exclusive responsibility to get approvals, permits or license required for the Service. However, NMRC may (where corporation is in a position to do so) provide reasonable assistance to Applicant at the request in getting Permits, License or Approvals required during the Service.

The rendering of such assistance by the NMRC shall not be interpreted as a pretext by the Applicant as condoning of any delay or non-performance of any of the Applicant's obligations. The following-up of all such applications shall be the responsibility of the Applicant.

6. Corrupt or fraudulent practices

NMRC requires that the Applicant, their agents observe the highest standards of ethics during application and execution of this Contract. In pursuance with this policy, NMRC:

- a. defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to the Corporation or any of their employees, influence in the process or in Contract execution; and
 - ii. "fraudulent practice" means a concealment or misrepresentation of facts in order to influence a process or the execution of a Contract to the detriment of the Corporation and includes collusive practice among Applicant (prior to or after Application submission) designed to establish prices at artificial non-competitive levels (as the case may be) and to deprive the Corporation of the benefits of free and open competition.
 - iii. Breach of any of the contract condition during execution.
- b. Will reject the Application for the Service or rescind the Contract if the Corporation determines that the Applicant has engaged in corrupt or fraudulent practices.
- c. Will declare the Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a Contract/s if he at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- d. The successful Applicant shall apprise NMRC of any fraud/suspected fraud as soon as it comes to their notice.

7. Provision of Efficient and Competent Staff

The Applicant shall employ (or cause to be employed) only persons who are careful and appropriately qualified, skilled and experienced in the respective trades. The Corporation may require the Applicant to remove (or cause to be removed) any person employed on the Site, including the Applicant's Representative, who in the opinion of the Corporation:

- a. persists in any misconduct,
- b. is incompetent or negligent in the performance of his duties,
- c. fails to conform with any provisions of the Contract or persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

8. Indemnity

The Applicant shall indemnify and hold harmless the Corporation from and against any and all damages, injuries, losses, claims, arising or resulting from wilful default and gross negligence by the Applicant in connection with the scope of work contemplated in this Application.

9. Intellectual Property Right

- a. Any trademarks or logos provided by the Parties to each other shall remain the property of such Party providing the trademark or logo and shall be returned to the Parties at its request at any time or immediately upon the expiration of this Contract. All such trademark or logos shall be used only in relation to the performance of the obligations under this Application and not otherwise.
- b. The Parties shall not indulge in any act which may disparage, degrade or tarnish the image of either the Applicant or the Corporation or any of the respective trademarks and shall use the name and the trademark of either Party in a manner consistent with the goodwill and reputation of the Parties and in accordance with the terms of this Application.
- c. Either Party shall not, at any time, use the name of the other Party's names, logos, trademarks or any other intellectual property or those of any of the other Party's associated entities, to the detriment of such other Party.
- d. Notwithstanding anything contained herein, this Contract shall not constitute an assignment by either Party of its trademark, copyright or any other intellectual property rights.

10. Vacating of space

After the expiry or termination of the Contract, the Applicant shall not have any claim and right to use the space further.

11. Governing Law and Jurisdiction

The conditions shall be governed by and construed in accordance with the laws in the territory of India. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District court located in Gautam Budh Nagar, Uttar Pradesh, India.

12. Settlement of Disputes

12.1. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the Project. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

12.2. Arbitration

In the event of any dispute and/ or difference whatsoever arising under this Contract or in connection therewith, including any question relating to the meaning, scope and interpretation of this Application or it's clause or any alleged breach thereof, the same shall be attempted to be settled by mutual discussions and consultations between the parties hereof. In the event of any such dispute, any/ or difference is not settled in aforesaid manner, then the dispute(s) shall be referred for arbitration. The sole Arbitrator would be appointed by the Managing Director (MD), NMRC. The decision of the said sole Arbitrator shall be final subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 shall apply. The arbitration proceedings shall take place in Noida.

12.3. Jurisdiction

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

12.4. **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 Corporation from time to time.

12.5. **Force Majeure**

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

12.7. 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.

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

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

**Formats for Submission of
Application**

Form 1

Format for Covering Letter

Date:

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

Sub: Application for Installation of Mobile Trucks for Food/Recreational and Utility at Proposed NMRC Station Parking Locations

Dear Sir,

1. With reference to your Application document dated _____, I/We the undersigned am/are hereby expressing our Interest for installing Food/Recreational/Utility truck at NMRC Station parking.
2. I/We have prepared our application for the captioned project as specified in Application Document.
3. I/We hereby confirm that I/we neither am/are blacklisted/debarred nor have contracts terminated/ foreclosed by any company / department during last 2 (two) Financial Years due to non- fulfilment of Contractual obligations.

I/We hereby declare that all the information and statements made in this Application are true.

(Name and Title of the Authorized Signatory)

(In the capacity of)

(Name of the Entity with Seal)

Form 2

Details of The Applicant and Relevant Experience

1.	Name of Applicant/Agency	:	
2.	Address for Correspondence	:	
	Contact Person	:	
	Mobile No.	:	
	Phone No.	:	
	Email ID	:	

4. Legal Entity (attach documentary proof) :

5. About the Applicant :

6. Experience

S.No	Heads	Description (Attach Documentary proof)
1	The Applicant should be registered and have experience in Food/Recreational/Utility industry business. (Attach License)	
2	Self-attested copy of the work experience certificate or from license issuing authority stating location and duration of operation.	
3	All other documents mentioned in clause 12 of this application (Whichever applicable)	

Date

Name and Signature of Authorized Signatory

Name of the Entity with Seal

Please note: Documentary proof needs to be attached for Legal Entity (S.No. 4) and Experience (S.No. 6) as mentioned above.

Form 3**Financial Offer**

To

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

Name of Work-.....

Dear Sir,

I/we have read and examined the application document thoroughly.

I/we hereby quote the following amount as per month License Fee in rupees against the declared minimum reserve price as specified below, payable to NMRC.

S.N O.	Station Name	Reserve Price Excluding GST (Rs/Sqm/Month)	Quote of Bidder in Rs. (The Quote must be more than the reserve price as selection will be done on H1 quote basis)
1	Noida Sector-76	480	
2	Noida Sector-101	480	
3	NSEZ	480	
4	Noida Sector-83	480	
5	Noida Sector-137	480	
6	Noida Sector-142	480	
7	Noida Sector-143	480	
8	Noida Sector-144	390	
9	Noida Sector-145	390	
10	Noida Sector-146	390	
11	Noida Sector-147	390	
12	Noida Sector-148	480	
13	Pari Chowk	600	
14	Alpha-I	600	
15	Delta-I	480	

Note: -

- a) The per month license fee should be over and above of the reserve price or else the quote will be treated as null and void.
- b) Potential bidder can quote minimum 1 (one) location or for location(s) of his choice or for all locations.
- c) The H1 bidder will be decided for each location separately among the offer received for that individual location
- d) Non quote for any above mentioned offered location will be considered as ZERO quote and will be evaluated accordingly

Signature of Authorized Signatory with seal