

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

**Policy**

**For**

**Leasing part of Station Parking Space for Metro Market**

**No. NMRC/T-154/March/ 2020**

**March, 2020**

**Issued by:**

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

# Policy for Leasing part of Station Parking Space for Metro Market

## 1. About NMRC

Noida and Greater Noida are being developed as the satellite 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) Limited 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.

NMRC is starting an initiative for providing a unique destination of the metro market (which refers to a temporary market in metro premises i.e. parking spaces), wherein NMRC will provide NMRC spaces for organizing event/s on short term basis to Applicants.

## 2. Objective

NMRC aims

- To lease out part of underutilized stations' parking spaces for creating metro market/ exhibition/ events/etc.
- To become a unique destination for metro markets.
- To enhance ridership by creating metro markets/ haats.
- To generate non-fare box revenue through short term licensing of NMRC's space for sustainable development.

## 3. Eligible applicants

- a) An interested Applicant (i.e. Individual, Sole Proprietorship Firm/ Registered Partnership Firm/ Public Limited Company/ Private Limited Company/ Government Organization/ Public Sector Undertaking/ Society/ Trust, etc.) will have to make a request for leasing NMRC Spaces for organizing event/s.

(Event organizer/ management companies shall be applicable for metro markets.)

- b) The Applicant should have undertaken at least one similar nature of work in last 5 (five) Financial Years.

Similar nature of work shall mean organizing event/ show/ fest/ exhibition/ haat in government or private premises (such as banquets/ malls/ hotels/ parking space/ designated markets like Shilp Haat/ Dilli Haat etc.) in India.

- c) The Applicant should neither be a black listed/debarred nor should its contracts have been terminated/ foreclosed by any company / department during the last 5 (five) Financial Years due to non- fulfillment of Contractual obligations.

The Applicant shall also furnish the following documentary proof:

- **For above criteria 3(a)** – Proof of legal status (such as Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc., Articles of Association and Memorandum of Association (if applicable))
- **For above criteria 3(b)** – Work experience with documentary evidence such as Completion Certificate
- **For above criteria 3(c)** – Form 1: Cover Letter, which has declaration pertaining to the clause.

#### 4. Detail of Station wise Parking Spaces

The available parking spaces at different stations have been categorized into three bands based on the demand-supply analysis on stations i.e. demand factor is basis the station wise ridership data and supply factor is basis the area available of parking.

S.No.	Stations	Tentative Area available (sqm)	Band
1	Noida Sector 76	6,051.63	Band 2
2	Noida Sector 101	1,637.40	Band2
3	NSEZ	2,190.00	Band2
4	Noida Sector 83	3,378.00	Band 2
5	Noida Sector 137	3,453.00	Band 2
6	Noida Sector 142	3,000.00	Band 2
7	Noida Sector 143	1,914.00	Band 2
8	Noida Sector 144	3,200.00	Band 3
9	Noida Sector 145	3,203.20	Band 3
10	Noida Sector 146	1,444.00	Band 3
11	Noida Sector 147	3,204.40	Band 3
12	Noida Sector 148	1,244.40	Band2
13	Pari Chowk	1,760.60	Band 1
14	Alpha I	1,841.82	Band1
15	Delta I	3,602.71	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 events/metro markets at stations shall be subject to requirement for Parking and Electric Vehicles Charging Stations over the period of time.
3. The Applicant shall apply for minimum of **50 sqm** as space requirement on ‘as is where is’ basis for **at-least three days**.

#### 5. Schedule of rates

The schedule of rates is as under -

#	Band	License Fee per sqm per day(In Rs.) (Excluding Taxes)
1.	Band 1	20
2.	Band 2	16
3.	Band 3	13

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

## 6. Timings

- a) The spaces shall be available for the period applied for and approved by NMRC.
- b) The space to make any arrangements shall be provided one day in advance of the event, basis request. This shall account as the one preparatory day, which shall exclude the actual event days.
- c) Similarly, post event half day shall be given for shifting, cleaning and make good of the allotted space.
- d) Above mentioned period for the pre and post event will be without any charge.

## 7. Payment/Applicability of Rates

- a) The consideration for event must be remitted in advance 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.

## 8. Application instructions and process

- a) The applicant may apply to NMRC through Application Form (Annexure 2) at least **30 working days** in advance for proper scrutiny and approval of the case.

The Applicant may submit their **request form** online. Thereafter, on confirmation call from NMRC, the Applicant may submit the **hard copy** of the Application Form at NMRC Head Office as per address mentioned in **Clause 16**.

- b) The applications will be registered on First Come First Serve basis in Priority register. The priority register will be maintained to record the time and date of registration of request.
- c) All fees (including applicable taxes and security deposit) must be submitted in the mentioned form **at least ten (10) working days (excluding the day of event) before the day of scheduled event**, after confirmation of Booking by NMRC, failing which the applicant may lose his priority.
- d) The Applicant is suggested to undertake the Site Visit and assess the requirement basis the proposed project at its own cost.
- e) The Applicants are advised to study all instructions, forms, terms, requirements and other information in the Application carefully.
- f) The Applicant shall be deemed to have applied after careful study and examination of the Application Document with full understanding of its implications.
- g) The application received shall be reviewed carefully and interactions with the applicants are likely to take place. However, NMRC reserves the right to accept/ reject any application that NMRC may receive.

## 9. Security Deposit

In addition to the abovementioned charges at Clause - 5 (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 half of licensee fees or minimum of INR 25,000, whichever is higher**.

Security Deposit will be kept by NMRC till the event 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 time of event. However, if at the time of event any dispute/damage occurs etc., then same will be recovered first from the security deposit amount and balance amount (if any) will also be demanded from the applicant.

## **10. Indemnity Bond**

The applicant shall submit an indemnity bond on a stamp paper of hundred rupees value, which is duly notarized, indemnifying NMRC completely against any loss direct or indirect, injury, damage caused to Metro commuters, NMRC's men, material & property and to applicant's men & material during the event period and undertake to bear all cost incurred as a result of such incidence. The format of the Indemnity bond is annexed herewith as Annexure 3 which is required to be submitted by applicant at the time of advance payment/ before starting of event.

## **11. Infrastructure Services**

### **a. Electricity**

The Applicant shall take electricity from the NMRC if requirement of electricity load is up to 20 Kw for the events/metro market etc. however, if electricity load requirement is more than 20 Kw , the Applicant shall have to make their own arrangement.

If electricity will be provided by NMRC, lumpsum electricity consumption charges will be made by Applicant to NMRC in addition to Licensee fees. The lump sum electricity charges shall be calculated on the basis of equipment/ lightings used by the Applicant. Electricity consumption charges' security deposit, decided by NMRC, shall be separately paid by the Applicant.

### **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.

## **12. Facilities provided by NMRC**

- a) The required space shall be permitted to the Applicant, as applied, by NMRC post required payments and approvals. The space shall be provided on "as is where is" basis.

## **13. Guidelines for Applicant**

The Applicant shall abide by following terms and conditions as mentioned above-

- a) The Applicant shall construct/ build the temporary structure for the metro market/event at its own cost and risk along with any necessary work that may be required post approval from NMRC.
- b) The Applicant shall demarcate the allotted space for the event purpose at its own cost and risk.

- c) The safety and security of all the arrangements (including materials) shall be the sole responsibility of the Applicant. NMRC shall not be liable for any such loss and/or damage that may arise.
- d) The Applicant shall ensure adherence to all norms of "The Metro Railways (Operation and Maintenance) Act, 2002.
- e) The Applicant shall be responsible to obtain any / all permissions from all other concerned agencies/ statutory approval/ local authorities, wherever required, before start of the event.
- f) All items prohibited under "The Metro Railways (Operation and Maintenance) Act, 2002 will not be allowed inside the metro premises.
- g) Applicant must nominate a coordinator from their side and must furnish his/ her details to NMRC with the application form.
- h) The Applicant during the period of event shall maintain good conduct.
- i) Dates/Timing of the event has to be agreed in advance and must be strictly adhered to and not be changed except with the prior approval of the NMRC.
- j) In case of any loss and / or damage caused to NMRC's property, the applicable amount will be deducted from the security deposit or charged additionally in case it exceeds the security amount.
- k) NMRC at all times retains the right to halt any activity that is deemed to adversely impact the safety and security of Metro operations, personnel and property without any intimation to the applicant and no claim or compensation in this regard will be entertained.
- l) NMRC shall not be held responsible for any loss either direct or indirect, liabilities, bodily injuries, deaths, losses, lawsuits, claims, demands, fines, damages, costs and expenses which are caused to the applicant of the event.
- m) The proposed activities shall not hamper the operational activities.
- n) Activities prohibited under any law/ Government circular/Government Order will not be allowed.
- o) No animals are permitted on NMRC property without prior consent.
- p) Photo or Video in any manner with or without intention should not be used to project a negative image of NMRC.
- q) Use of fire, gunfire, explosives or any hazardous material are not permitted at NMRC stations/trains/premises.
- r) NMRC staff / contractors will not be involved in the event without prior written permission of NMRC.
- s) NMRC has the list of usages banned/ negative list as follows:
  - Any product / service the sale of which is unlawful/illegal or deemed unlawful under any Indian act or legislation.
  - 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.
  - Sale of tobacco and tobacco products.
  - Coal/Gas based cooking strictly prohibited. Selling of Packaged items with FSSAI certification will be allowed.

- Banqueting for marriage purpose is strictly prohibited. However, usages as Coaching Centres, Computer Training Centres and Conference Hall will be permitted.
- Sale of alcohol based drinks or beverages is prohibited.

#### 14. Cancellation and Refund

The booking may be cancelled on the request of the applicant during NMRC office hours i.e. from 9.30 am to 6 pm (Monday to Friday). The refund of the booking amount shall be as under:

#	Time of request	% Refund of Booking Amount
1.	Before or on 7 days in advance of scheduled day of event (Excluding the day of event)	75%
2.	Before or on 5 days in advance but later than 7days in advance (Excluding the day of event)	50%
3.	Before or on 3 days in advance but later than 5days in advance (Excluding the day of event)	25%
4.	Less than 3 days in advance (Excluding the date of event)	0%

- The Security Deposit will be refunded in full on cancellation of the booking.
- NMRC reserves the right of full refund in case of abnormal force majeure condition.
- In case of acceptance of cancellation request, NMRC reserves the right to allocate it to the next in turn.

#### 15. Nodal Officer for Information about the Project Application

Applicants may obtain further information/ clarifications pertaining to this Application from the office of DGM (Operations), Noida Metro Rail Corporation (NMRC) Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh. Alternatively, the details may also be sought from Authorized vendor/s to be nominated by NMRC, in future.

#### 16. Submission of Applications

The Applicant shall be required to submit their application with associated documents at the following address :

DGM (Operations)

Noida Metro Rail Corporation,

Block-III, 3rd Floor, Ganga Shopping Complex,

Sector-29, Noida 201301

Email: [nmrcnoida@gmail.com](mailto:nmrcnoida@gmail.com)/ \_\_\_\_\_

Any clarification on the policy may also be made at the above address.

Alternatively, the Applicant can fill the details in the “Online Link” provided on the NMRC website as well.

## 17. 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/Hindi language, provided that any printed literature furnished by the Applicant in another language shall be accompanied by an English/Hindi translation in which case, for purposes of interpretation of the application, the English/Hindi translation shall govern.
- b) If any supporting documents submitted are in any language other than English/Hindi, translation of the same in English/Hindi language is to be duly attested by the Applicant.

## 18. Documents to be submitted

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

- a) Cover Letter expressing interest to participate in the form and manner prescribed hereunder as Annexure 1;
- b) Details of the Applicant in the form and manner as prescribed hereunder as Annexure 2 and;
- c) Indemnity Bond in the form and manner as prescribed hereunder as Annexure 3.

## 19. Settlements of Disputes

- a) The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Application or the interpretation thereof.
- b) All disputes relating to this Application or claims arising out of or relating to this Application 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 Application shall be referred to Managing Director, NMRC.

## 20. Applicability of the Policy

This policy shall remain valid until further notified by NMRC.

## 21. Exemption

Managing Director, NMRC has the power to relax, delete/modify/revise etc. of any of the items of the provision of this policy.

**Note:** In case of any doubt or dispute regarding interpretation of these rules and procedures, the decision of Managing Director, NMRC shall be the final.

**GM (Technical)**  
**Noida Metro Rail Corporation (NMRC)**  
**Uttar Pradesh**

**Annexures**

## **1. Annexure 1: Cover Letter**

Date:

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

### **Sub: Application for Leasing part of Station Parking Space for Metro Market**

Dear Sir,

1. With reference to your Application document, I/We the undersigned am/are hereby expressing our Interest to have space for organizing event/s.
2. We understand that NMRC wishes to lease out space for Metro Market. Further, the issue of this Application does not imply that NMRC is bound to appoint any applicant/s, as the case may be.
3. We hereby declare that we are neither black listed/debarred firm nor have contracts, which have been terminated/ foreclosed by any company / department during the last 5 (five) financial years due to non- fulfilment of Contractual obligations.
4. We hereby declare that all the information and statements made in this Application are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Application is binding upon us.
5. We have prepared our application for the captioned project as specified in Application Document.

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

\_\_\_\_\_  
(Name and Title of the Signatory)

## 2. Annexure 2: Application Form

Date of Application : \_\_\_\_\_

**Name of Applicant** : \_\_\_\_\_

Legal Status of Applicant : \_\_\_\_\_

Registered address : \_\_\_\_\_

Year of incorporation : \_\_\_\_\_

Contact Numbers: : \_\_\_\_\_

Email : \_\_\_\_\_

Brief profile of the Applicant : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Financial Capacity : \_\_\_\_\_

(Average Turnover of last 3 FYs)

### Existing business

Similar projects undertaken : \_\_\_\_\_

(Name of the Project/ location/ \_\_\_\_\_

Project photos - attach) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Your Business'/ Brand's Social Media : \_\_\_\_\_

Presence (Link of Website/ Facebook, etc.)

### Proposed project at NMRC

Type of Products : \_\_\_\_\_

(Merchandise/ Food/ etc.)

Indicate the price range of products:

- Less than Rs. 100
- Rs. 100-500
- Rs. 500-1500
- Rs. 1500-3000
- Rs. 3000 and more

Synopsis/ detailed description of event : \_\_\_\_\_

(Attach additional sheet if required)

Details of the Proposed Station

S.No.	Stations	Tick (✓)	Tentative Area available (sqm)	Area required (sqm)	Number of days required
1	Noida Sector 76		6,051.63		
2	Noida Sector 101		1,637.40		
3	NSEZ		2,190.00		
4	Noida Sector 83		3,378.00		
5	Noida Sector 137		3,453.00		
6	Noida Sector 142		3,000.00		
7	Noida Sector 143		1,914.00		
8	Noida Sector 144		3,200.00		
9	Noida Sector 145		3,203.20		
10	Noida Sector 146		1,444.00		
11	Noida Sector 147		3,204.40		
12	Noida Sector 148		1,244.40		
13	Pari Chowk		1,760.60		
14	Alpha I		1,841.82		
15	Delta I		3,602.71		

**Tentative electricity load** : \_\_\_\_\_

**Requirement (in Kw)**

**Preferred Payment Details**

- RTGS/ NEFT  
 Demand Draft/ Banker's Cheque

**Name of Coordinator/ Contact Person:** \_\_\_\_\_

Local Address of correspondence : \_\_\_\_\_

Contact Numbers: : \_\_\_\_\_

Email : \_\_\_\_\_

Additional Requirements (if any) : \_\_\_\_\_

**To be Filled by NMRC**

Priority No: \_\_\_\_\_

Details (Amount) of License fees : \_\_\_\_\_

Details (Amount) of Security Deposit : \_\_\_\_\_

### 3. Annexure 3: Indemnity Form

(Note: To be filled on Rs. 100 stamp paper)

I, \_\_\_\_\_ [Name of the Applicant/Official], \_\_\_\_\_ [Designation] having Address / Registered Office at \_\_\_\_\_ have been authorized by Noida Metro Rail Corporation Ltd. to carry out \_\_\_\_\_ [event] on \_\_\_\_\_ [insert date] from \_\_\_\_\_ to \_\_\_\_\_ [insert time].

For my visit to/organizing the event at \_\_\_\_\_ (Location Name), I, hereby, indemnify Noida Metro Rail Corporation Ltd., its Representatives and Officials completely against any loss, injury, damage caused to metro commuters, NMRC's men, material & property and to our men & material as well during the said period and undertake to bear all cost incurred as a result of such incidence.

I, hereby, further state that no claims / damages whatsoever shall be made by myself or my representatives against NMRC on the aforesaid context before any court / statutory authorities.

Name of the Applicant/ Official

Stamp/Seal of the Organization

In the presence of:

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

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

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Time & Date of entry

\_\_\_\_\_

Time & Date of exit

\_\_\_\_\_

(To be filled by NMRC official)

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