

Application

For

**Running of Kiosks/Cafe at Noida Stadium through Acid Attack
Survivors**

**New Okhla Industrial Development
Authority (NOIDA)**

August 2021

Issued by:

**New Okhla Industrial Development Authority (NOIDA)
Main Administrative Building,
Sector-6, Noida-201301,
District Gautam Budh Nagar, Uttar Pradesh**

Disclaimer

This Application Document for “Running of Kiosks/Cafe at Noida Stadium through Acid Attack Survivors” contains brief information about the background & scope of work .The purpose of the Document is to provide the Applicants with information to assist the formulation of their Application (or “the Proposal”).

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 Operators. The Operators 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. New Okhla Industrial Development Authority Ltd. (“NOIDA” or “the Authority”) 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.

NOIDA 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 NOIDA may deem fit without assigning any reason thereof.

NOIDA reserves the right to accept or reject any or all applications without giving any reasons thereof. NOIDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the applications to be submitted in terms of this Application Document.

Data Sheet

1	Name of the Application	Running of Kiosks/Cafe at Noida Stadium through Acid Attack Survivors as a way of rehabilitation of women acid attack survivors
2	Operating Period	36 Months + extendable up to another 24 Months on mutual agreed terms and conditions
3	Processing Fee	INR 1180/- (including 18% GST) (Rupees Eleven Hundred Eighty only) through Demand Draft only payable in favour of NOIDA (Non-Refundable)
4	Method of selection	Quality Based Selection (QBS)
5	Name of the Corporation's official for addressing queries and clarifications	Anil Kumar Singh (Secy.) NOIDA Sports Trust Sports Complex NOIDA Stadium Sector 21 A Noida – 201301 District: Gautam Budh Nagar, Uttar Pradesh Email: noidasportsstadium@gmail.com Phone: +91 9871 646 489
6	Schedule of Application Process	
	Heads	Key Dates
	Uploading of Application	02/08/2021 (Form available on www.noidaauthorityonline.com)
	Pre-Application Meeting	05/08/2021, 1100 hrs (IST)
	Last date of receiving queries against Pre-Application submission Meeting (If any)	06/08/2021 upto 18:00 hrs. Query should be sent in word as well as PDF format on the email – noidasportsstadium@gmail.com
	Last date for uploading reply against query (If any)	09/08/2021 at 18:00 hrs.
	Last Date of Application Submission	11/08/2021, 1500 hrs (IST) at the below mentioned address: - Office of Noida Sports Complex, Noida Stadium, Sector-21A, Noida Uttar Pradesh – 201301 The fully filled application along with requisite documents must be submitted in hard copy form only.
7	Presentation Date	Will be informed.

CONTENTS

1. Background	05
2. About Broad Project Scope	05
3. Instruction to Operators	05
4. Selection of Agency	07
5. General Terms & Conditions	07
6. Form 1	15
7. Form 2	16
8. Form 3	17
9. Form 4	18
10. Form 5	19

1. Background:

- a. New Okhla Industrial Development Authority (hereinafter referred to as “NOIDA” or “the Authority”) is being developed as an integrated industrial town, close to New Delhi. NOIDA has constructed two kiosks at Noida stadium, Sector 21-A, Noida for public using the stadium.
- b. The Authority intends to get an Agency/NGO/Institution/operator on board who would be responsible for operation and maintenance of the kiosks. The site shall be given to the agency for the purpose of the project for a tenure of 03 years, further extendable for a period of 03 years, basis performance evaluation after 03 years. Depending on the evaluation, the Authority shall extend or discontinue the contract.
- c. NOIDA is planning to run the two canteens at Noida Stadium through Acid survivors – individuals/association etc. without any rent on no-profit-no loss model for the upliftment of Acid attack survivors. The canteens shall be handed over in ready to move condition and no initial capital investment on infrastructure is required to start the operation.
- d. The stadium has a current average footfall of around 2500 people per day and these two canteens are the sole source of supply for food/meals for them.

2. Location:

Sector 21 A, opposite Spice Mall, Noida, India

noidasportsstadium@gmail.com

Contact No: 0120- 242 2081

3. About Broad project Scope

Kiosk/Cafe - A stationary food service establishment in which food that is already prepared or can be prepared in the Kitchen area provided and made ready for consumption at the point of sale is sold from. The Food is sold, or any other display services of the products made by Acid attack survivors is provided within the permitted hours by NOIDA.

4. Facilities to be Provided:

NOIDA shall provide the following facilities at site along with these two (2) kiosks

- i. Additional space with shed apart from existing kiosks area
- ii. Additional kitchen with existing kiosks

5. Operation Timing

Food/Display works 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 06:00 AM till 10:00 PM.

6. Eligibility of Applicants

- I. The Applicant should be registered and have experience in relevant field as mentioned under Experience section of the application to be submitted.
- II. The Applicant should have prior experience of running kiosk/café with Acid attack survivors in India.

Documentary proofs to be submitted for the above parameters.

7. Instructions to Operators

A. General Conditions

1. Number of Proposals and respondents

- 1.1. No Applicant shall submit more than one Proposal, in response to this Application. An Applicant applying individually or as an Associate shall not be entitled to submit another Proposal.
- 1.2. The Application Document is non-transferable and Proposals shall be submitted only by Applicants to whom the Application Document has been issued by NOIDA.

2. Proposal preparation cost

- 2.1. The Applicant shall bear all costs associated with the preparation and submission of the proposal. NOIDA will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.
- 2.2. All papers submitted with the proposal are neither returnable nor claimable.

3. Right to accept and reject any or all the Proposals

- 3.1. Notwithstanding anything contained in this Application Document, NOIDA reserves the right to accept or reject any proposal and to annul the Application process and reject all the proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 3.2. NOIDA reserves the right to reject any Proposal if:
 - 3.2.1. At any time, a material misrepresentation is made or discovered, or
 - 3.2.2. The Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal
- 3.3. Rejection of the Proposal by NOIDA as aforesaid would lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the proposals have been opened and the best Applicant gets disqualified/ rejected, then NOIDA reserves the right to:
 - 3.3.1. Either invite the next best Applicant to match the Proposal submitted by the best Applicant; or
 - 3.3.2. Take any such measure as may be deemed fit in the sole discretion of NOIDA, including annulment of the Application process.

4. Amendment of Application Document

- 4.1. At any time prior to the Proposal Due Date, the Authority, for any reason, whether at his own initiative or in response to a clarification requested by eligible Applicant, may modify the Application Document by issuance of an addendum. The addendum will be sent in writing to all eligible Applicants to whom the revised Application Document has been supplied.
- 4.2. In order to provide the Applicants a reasonable time to examine the Addendum, or for any other reason, NOIDA may, at its own discretion, extend the Proposal Due Date.

5. Data Identification and collection

- 5.1. It is desirable that the Applicant submits its Proposal after verifying the availability of the data, information and/or any other matter considered relevant.
- 5.2. It would be deemed that by submitting the Proposal, the Applicant has:
 - 5.2.1. Made a complete and careful examination and accepted the Application Document in total;
 - 5.2.2. Received all relevant information requested from NOIDA and:

5.2.3. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:

5.2.3.1. Site

5.2.3.2. Type of project

5.2.3.3. Existing data or any relevant information;

5.2.3.4. All other matters that might affect the Applicant's performance under the terms of this Application Document.

5.3. NOIDA shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

8. Selection of the Agency

All the application received within the application date will be evaluated and called for an interview cum presentation to put forward their experience. The final applicant shall be selected based on the interview cum presentation.

From the time the Proposals are opened to the time the contract is awarded, if any **Applicant** wishes to contact the Authority, on any matter related to its proposal it should do so in writing. Any effort by the Applicant to influence any officer or bearer of the Authority in the proposal evaluation or contract award decisions may result in the rejection of the Applicant's proposal.

9. Notice of Award and Execution of Contract Agreement

- a. NOIDA will notify the Successful Operator by a NOA that its proposal has been accepted.
- b. The Selected Applicant (or "the Operator" or "Operator") shall, within 10 (ten) days of the issue of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Operator and letter of acceptance of NOA is not received by the stipulated date, NOIDA may, unless it consents to extension of time for submission thereof, appropriate the Application Security of such Operator as mutually agreed genuine pre-estimated loss and damage suffered by NOIDA on account of failure of the Selected Operator to acknowledge the NOA.
- c. The Successful Operator shall execute the Contract Agreement within 15 (fifteen) days of the issue of NOA or such extended period as may be decided by the Authority.
- d. Failure of the Successful Operator to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA.

10. General Terms & Conditions (GC)

10.1 General Provisions

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 Agreement, the Contract Agreement shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District Court, Gautam Buddh Nagar, or High Court of Judicature at Allahabad, both in Uttar Pradesh, India.

Notices

- a. Any notice, request or consent required or permitted to be given or made pursuant to these general conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the

party to whom the communication is addressed, or when sent to such party at the mentioned address.

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

Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these General Conditions by the Authority or the Successful Operator may be taken or executed by the officials as formally designated by each party.

Taxes and Duties

- a. The Operator shall indemnify NOIDA from any claims that may arise from the statutory authorities in connection with this Contract.
- b. The Operator and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.
- c. There will be no tax liability upon the NOIDA whatsoever on any account.
- d. The Operator should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws etc. and at no point of time should the NOIDA be drawn into litigation on these counts.

Fraud and Corrupt Practices

- a. The Operators and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Application Process and subsequent to issue of NOA and during subsistence of Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract Agreement, NOIDA may reject a proposal, withdraw the NOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Operator as the case may be, if it determines that the Operator, 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 Application Process. In such an event, NOIDA shall be entitled to forfeit and appropriate EMD or Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to NOIDA under Application Document and/ or Contract Agreement, or otherwise.
- b. Without prejudice to the rights of NOIDA under Clause 0a hereinabove and the rights and remedies which NOIDA may have under the NOA or the Contract Agreement, or otherwise if a Operator, as the case may be, is found by NOIDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Application Process, or after the issue of the NOA or the execution of the Contract Agreement, such Operator shall not be eligible to participate in any tender or Application issued by NOIDA during a period of 3 (three) years from the date such Operator is found by NOIDA to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:

- i. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in Contract Agreement execution;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract Agreement;
 - iii. “collusive practices” means a scheme or arrangement between the Operator, with or without the knowledge of the Authority, designed to establish prices at artificial, non-competitive levels;
 - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the Contract Agreement
- d. Measures to be taken:
- Authority shall have right to cancel the engagement of the Operator, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the Contract Agreement.

10.2 Commencement, Completion, Modification, Arbitration and Termination of Contract Agreement

i. Effectiveness of Contract Agreement

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

ii. Commencement of Services

The Operator shall begin carrying out the Services from the date of acceptance of NOA or any such date as specified by the Authority.

iii. Expiration of Contract Agreement

Unless terminated earlier pursuant to Clause 10.4 hereof, these general conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in Application Document.

iv. Modifications or Variations

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

v. Force Majeure

- a. Definition: For the purpose of these general conditions, “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 Agreement impossible or so impractical as to be considered impossible under the circumstances.

- b. No Breach of Contract Agreement : The failure of a Party to fulfil any of its obligations under the Contract Agreement shall not be considered to be a breach of, or default under, this Contract Agreement 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 the Contract Agreement , and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- c. Extension of Time: Any period within which a Party shall, pursuant to the Contract Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be exempted to pay under the terms of this Contract.
- e. Termination

The Authority may terminate this Contract in case of the occurrence of any of the events of default as specified in paragraphs (1) through (10) of this Clause.

1. If the Agency fails to commence the work within 15 days from date of signing of contract or any other time timeframe as communicated by Noida Authority in written.
2. If the Agency fails in the performance of their obligations under the Contract/notified by Noida Authority in writing for performance of duties under the contract
3. If any information provided by the Agency in the Application submission is found to be false later.
4. If the Agency is not complying with applicable labour laws for the workers/staff deployed on the project.
5. If the Agency becomes insolvent or bankrupt.
6. If the Agency, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
7. If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than thirty (30) days.
8. If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
9. If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause b hereof.
10. The Agency suspends or abandons the operations of the Project without prior consent of NOIDA, provided that the Agency shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) or on account of breach by NOIDA of its obligations under this agreement.

10.3 Material breach of contract / Events of Default

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

- a. If at any time during the subsistence of the contract, there is non-conformity to the contract or any time during the contract, the Operator indicates its unwillingness to abide by any clause of this contract or repudiates the contract.
- b. If the Operator fails to maintain the minimum safety requirements for the facility as laid down by NOIDA.
- c. If the Operator is in persistent non-compliance of the written instructions of NOIDA officials.
- d. If the Operator or any of its representatives deliberately cause an incident or accident that results in injury or death to NOIDA employees/visitors or loss to NOIDA property.

10.4 If any of the above Material Breach and Operator Events of Default happens, then

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

10.5 Surrender of Contract

- a. If the Operator is desirous of surrendering and exiting from the Contract hereby without serving the 180 days' Notice period, the Contract Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by NOIDA.
- b. On Operational Ground: NOIDA reserve the rights to terminate the Contract Agreement by giving 90 days' notice on operational ground. The Contract Agreement will stand terminated on expiry of 90 days' notice. The Operator shall remove all the fixtures, appliances etc. from NOIDA premises within 30 days of issue of such termination letter, failing which these structures, fixtures, etc. shall become property of NOIDA at "0"/nil value.

10.6 Handing over on Termination / Completion / Surrender

- a. In case of Termination / Completion / Surrender of the Contract Agreement, The Operator shall within fifteen (15) days, hand over all the assets and services belonging to the NOIDA, as per the Assets List made in proper working condition to the NOIDA. The Operator shall not demolish or remove any facility/services provided.

In case of any deficiency noticed at the time of such handing over, the Operator has to get it rectified at his own cost within 45 days of such handing over otherwise NOIDA will get it rectified at the risk and cost of the Operator.

10.7 Obligations of the Operator

- a. General

The Operator shall always act, in respect of any matter relating to the Contract or to the Services, as faithful to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Contractors or third Parties.

b. Standard of Performance

The Operator 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, manpower, materials and methods.

c. Conflict of Interests

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

d. Prohibition of Conflicting Activities

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

e. Confidentiality

Except with the prior written consent of the Authority, the Operator 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 Operator 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.

10.8 Obligations of the Authority

NOIDA agrees to provide support to the Operator and undertake to observe, comply with and perform, subject to and in accordance with the provisions of the Contract Agreement and the Applicable Laws, the following:

- a. Ensure handover of the premises to the Selected Operator as per the terms of this Contract Agreement;
- b. Upon request from the Operator, and subject to the Operator complying with Applicable Laws, provide assistance to the Operator in:
 - i. Obtaining access to all necessary infrastructure facilities and utilities.
- c. Monitoring of Operation and Maintenance
 - i. The Authority shall visit the Project site at least once a quarter and point out any deficiencies in maintenance to the Operator. These deficiencies will be given to the Operator in writing within 15 (Fifteen) days from the date of inspection.

10.9 Good Faith

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

10.10 Settlement of Disputes

- a. Amicable Settlement

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

b. Arbitration

Any disputes and or difference relating to this Contract Agreement or claims arising out of or relating to this Contract 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 Contract Agreement will be resolved through joint discussion of the authorized representatives of both the parties (NOIDA and Operator). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the CEO, NOIDA on receipt of written notice / demand of appointment of Arbitrator from either party.

c. 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.

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

e. Jurisdiction

With respect to any dispute arising out of or related to this Contract, the parties consent to the exclusive jurisdiction of, and venue in, the District Court, Gautam Buddha Nagar or the High Court of Judicature at Allahabad, both in Uttar Pradesh, India.

f. 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 from time to time in accordance with the provisions of Indian Arbitration Act 1996.

10.11 Indemnity

The Operator shall indemnify and hold harmless the Authority, 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 Operator, his representative or his employees in the execution of the Services. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to:

- a. sickness, or disease, or death of, or injury to any person;
- b. loss of, accident, or damage to, or destruction of any property including consequential loss of use; and
- c. natural calamity, or any man-made disaster.

10.12 Alteration and Renovation

- a. The Operator shall be allowed to carry out any alterations or renovations within the said premises but without in any way altering or damaging the existing structures of the said premises. The Operator shall need to take prior written approval from NOIDA through a

written notice prior to commencement of any alteration works and if necessary NOIDA reserves the right to ask for and review the renovation plan/ drawings before giving approval/ consent.

- b. All the work shall be done at the cost of Operator complying and strictly following the safety procedure, measurement and guidelines laid down by NOIDA. If it is noticed at any stage that Operator is not complying with the safety procedure, measurement and guidelines laid down by NOIDA.
- c. The Operator shall be responsible for the costs of removing debris from the premises and shall be responsible for all damage to the facility during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works or any other costs incurred by NOIDA including extra security costs, which are caused by, or in connection with, the works shall also be charged to the Operator's account. The Operator shall have to bear the cost of the damage plus service charges. However before incurring any such costs, the Operator shall be briefed on the requirement by NOIDA.

10.13 Maintenance and Repairs

- a. Development of Infrastructure related to facility, water supply, drainage, pavements, light, waste disposal shall be developed by the Authority as per the actual requirement. However, the Operator shall be responsible for operation and maintenance of all these facilities.
- b. All major repairs due to constructional defects shall be the responsibility of NOIDA. If major repairs or maintenance required to be carried out by NOIDA are not carried out within reasonable time.
- c. The Operator shall be at the liberty on the termination of this Contract to remove or take away such fixtures, fittings, and electric appliances installed by it leaving the licensed premises, as far as possible, in the same conditions structurally reasonable wear and tear and act of God and nature expected.
- d. The premise, which has been handed over to the Selected Operator, shall be kept in good condition and maintained properly at their own cost. If the property is not handed over in good condition as required, NOIDA reserves the right to seek exemplary damages and indemnification.

11. Forms

Form 1: Letter of Application

To,
CEO
New Okhla Industrial Development Authority (NOIDA)
Sector-19, Noida -201301
District Gautam Budh Nagar, Uttar Pradesh

Subject: Application Notice no. dated for Running of Kiosks/Cafe at Noida Stadium through Acid Attack Survivors in Sector 21-A, Noida.

Dear Sir,

1. With reference to the above-mentioned Application notice, having examined the details given in Application Notice uploaded on the website of Noida Authority, regarding above cited work and understood their contents, we hereby offer our Application for "*Running of Kiosks/Cafe at Noida Stadium through Acid Attack Survivors*" in accordance with your above-mentioned Application Document.
2. We are hereby submitting our Proposal, which includes (Form No. 1 to Form 5 along with all the instructed annexures) in the prescribed Forms in a sealed envelope.
3. We have furnished all information and details necessary for award of work and have no further pertinent information to provide.
4. 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.
5. We have carefully read and understood the terms & conditions of the Application Document applicable to this work and we do hereby undertake to provide services as per these terms and conditions.

Yours sincerely,

Dated this day of _____, 2021

Signature of Authorised Signatory :

Name :

Full Address :

Telephone No. :

Fax No. :

Mail Id. :

Form 2: Applicant Particulars

S. No	Heading	Detailed Information
1	Organization Name & Details	
2	Organization Email & Telephone Number	
3	Contact Person Name, Email ID & Mobile Number	
4	Organization Details	
5	Details of organization Workings	
6	Branch office Address & Phone Number	
7	Registration Details (1860 Act/Trust/Company/ Form)	
8	PAN/TAN/GST Details of the NGO/Firm	

Operator:

Signature

Date

Name

Designation

Form 3: Resource Available with the Organization/Firm

S. No	Resources	Detailed Information (Attach Document wherever Required)
1	Human Resources a. Skilled b. Semi-skilled c. Unskilled (Qualification details & Experience certificate should be attached separately)	
2	Office Building & Resources a. Office details b. Furniture Details	
3	Details of Transport resources for bringing Acid attack survivors till the working place.	
4	Human Resources Available for Kiosk/ Cafe Operations Management & Maintenance and their details	
5	Proposed Strategy for Kiosk/ Café Operations Management and Maintenance	
6	Details of income from various sources for better operation, management and maintenance of the kiosk/ cafe	
7	Any other notable details wants to give (If any)	

Operator:

Signature

Date

Name

Designation

Form 4: Experience of the Organization/Firm

S. No	Details	Detailed Information (Attach Document wherever Required)
1	Details of Turnover from Kiosk/Café or from any similar operation in last 3 years	
2	Details of relevant Experience in Kiosk/ Cafe Operation & Management	
3	Relevant Promotional experience for Kiosk/ Café (if any)	
4	Details of Experience of work done in the areas of women welfare in the past	
5	Experience of Rehabilitation work in the past	
6	Details of Experience of work done for acid attack victims	
7	Any other notable experience wants to give (If any)	

Operator:

Signature

Date

Name

Designation

Form 5: Undertaking

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

To,

CEO
New Okhla Industrial Development Authority (NOIDA)
Sector-19, Noida -201301
District Gautam Budh Nagar, Uttar Pradesh

Ref: Application No. : _____

Subject: Application Notice no. dated for Running of Kiosks/Cafe at Noida Stadium through Acid Attack Survivors in Sector 21-A, Noida.

Dear Sir,

With reference to the above-mentioned Application, I/ We hereby undertake the following:

- i. that I/We/Operator has done the inspection of the site for my/our satisfaction.
- ii. that I/We/Operator have not been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years.
- iii. that I/We/Operator do not have any case of criminal prosecution registered against me/us.
- iv. that I confirm that I/ We/ Operator have no criminal/civil case going in court against me/ us.
- v. that I/We/Operator have no revenue dues pending against him from any government department or government/ public sector agency.
- vi. that I/We/Operator have not been banned /declared ineligible for corrupt and fraudulent practices/ blacklisted by Govt. of India, State Govt./any court of law having jurisdiction in India and do not have any disciplinary proceedings or pending litigations for the past 5 years.

If this undertaking is found to be incorrect then without prejudice to any other action that may be taken and the award of work contract up to the any extent may be cancelled

Place :

Date :

**Signatures of the Authorized Signatory
with Name of the Operator**