

**REQUEST FOR PROPOSAL (RFP) - E tender**

**To appoint Business Efficiency Advisor**

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

**August, 2022**

**E – Tender No. :- NMRC/Consultant/213/2022**

**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**

## **Disclaimer**

This Request for Proposal (RFP) Document “To appoint Business Efficiency Advisor” contains brief information about the scope of work and selection process for the Applicant (or ‘Advisor’ or ‘Consultant’ or ‘Bidder’ or ‘Tenderer’). The purpose of the Document is to provide the Applicants with information to assist the formulation of their bid application (‘Application’ or ‘Proposal’).

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their application/s. Noida Metro Rail Corporation Ltd. (“NMRC” or “the Company”) 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 RFP Document.

NMRC reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum 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 bid applications to be submitted in terms of this RFP Document.

## Data Sheet

### E – Tender No. :- NMRC/Consultant/213/2022

1	Name of the Bid	RFP to appoint Business Efficiency Advisor
2	Time-period of contract	2 years
3	Method of selection	Quality cum Cost based Selection (QCBS) (70:30)
4	Bid Processing Fee	Rs.5,900/-(including GST) (Rupees Five Thousand Nine Hundred Only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited - Non-refundable
5	Earnest Money Deposit (EMD)	Rs.98,000 /- (Rupees Ninety Eight Thousand only)– Refundable
6	Financial Bid to be submitted together with Technical Bid	Yes
7	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: <a href="mailto:nmrcnoida@gmail.com">:nmrcnoida@gmail.com</a> Website:www.nmrcnoida.com, <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
8	Bid Validity Period	180 days
9	Bid Language	English
10	Bid Currency	INR
<b>Schedule of Bidding Process</b>		
	Task	Key Dates
	Uploading of Bid	<b>18/08/2022</b>
	Pre-bid Meeting	<b>24/08/2022, 1100 hrs (IST) in NMRC Head Office at Ganga Shopping Complex, Sec – 29, Noida, Uttar Pradesh</b>
11	Last date of receipt of Pre-bid queries	<b>25/08/2022, 1700 hrs(IST)</b>
	Last date of issuing amendment, if any	<b>02/09/2022, 1700 hrs(IST)</b>
	Last Date of Bid Submission	<b>09/09/2022, 1100 hrs (IST)</b>
	Date of Technical Bid Opening	<b>09/09/2022, 1500 hrs (IST)</b>
12	Consortium to be allowed	No
13	Account details	<b>For Bid Processing Fee &amp; EMD</b> State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh - 201301 IFSC Code: SBIN0004077 <b>A/c No. 37707840592</b> <b>Noida Metro Rail Corporation Ltd.</b>

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## **Section I: General Information**

### **I.I. Background**

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

There is an existing Aqua Line of the Noida Metro that began operations on 26 January 2019, starting at Noida Sector 51 station and terminating at the Depot station in Greater Noida. The corridor consists of 21 stations out of which 15 are in Noida and 6 in Greater Noida and has a total length of 29.707 km. Additionally, a few extensions of the metro lines have been planned for future

- Sector - 51 to Knowledge Park - V corridor (14.958 Km)
- Sector - 142 to Botanical Garden corridor (11.56 Km)
- Depot Station to Boraki corridor (2.6Km)

Globally, most successful public transport systems have adopted innovative methods to finance the project through innovative commercial property development, advertising, cost optimization/reduction etc. and provided commuters with the first and last mile connectivity options.

In the above context, NMRC intends to appoint a global firm (the Advisor) to provide assistance for documenting case studies (best practices), sustainable practices, project conceptualization, revenue enhancement through fare box & non-fare means i.e., PD/PB works, monetization of assets etc., project structuring, economic feasibility, financial modeling, and policies among others.

The Advisor would support NMRC as a Business Efficiency Advisor by providing relevant capacities for the period of two years.

In this regard, the Company now invites the interested applicants/bidders to submit their proposals as per provisions of this Request for Proposal Document.

NMRC will shortlist the Applicants on the basis of evaluation criteria mentioned in this RFP Document. Financial proposal of only technically qualified applicants will be opened.

The Successful Applicant shall provide the services as described in the Terms of Reference (Section – II).

## **Section II: Terms of Reference (TOR)**

### **II.I. Scope of Work**

The selected Bidder is expected to provide following services:

- **Part 1:** Non-Fare Box and Process Interventions support - To enhance revenue enhancement potential of NMRC
- **Part 2:** First and Last Mile Connectivity/ Mobility Marketplace support – To enhance the first and last mile connectivity and thereof ridership of the corridor

### **PART 1 :- Scope of Work (Non-Fare Box and Process Interventions) – 2 years**

#### **Head A: Support to Non-Fare Box and Process Interventions**

NMRC is undertaking Property Business as well as Property Development initiatives to enhance the non-fare box revenue.

**Property Development** refers to asset monetization of 50 hectare of land that shall be allotted to NMRC from Noida and Greater Noida Authority.

**Property Business** refers to activities such as Licensing of Co-Branding Rights, Internal and External Advertisement Spaces, Commercial Spaces/ Kiosks/ Vending zones, Parking Rights, etc. which add non-fare box to the organization.

#### **Metro**

The Advisor shall

- Provide innovative ideas/ solutions for NMRC to enhance non-fare box revenue including Property Development and Property Business activities as mentioned above (including but not limited to Licensing of Co-Branding Rights, Internal and External Advertisement Spaces, Commercial Spaces/ Kiosks/ Vending zones, Parking Rights, etc.)
- Facilitate to plan a Museum as NMRC intends to develop a Museum, which is spread across 200-250 sqm in unpaid area at one of the Metro Stations in order to educate the public at large (categorically children) and, trainees about innovative dimensions/ aspects of metro system.
- Undertake financial analysis pertaining to the Property Development and Property Business streams
- Identify and define innovative ways to grow, improve, and protect NMRC's business and functions. This assistance may require help through limited primary research and continuous secondary research into the sector, market and ecosystem
- Undertake leading practice study (in India/ Abroad) – limited primary and detailed secondary research, as and when required

The Consultant shall be expected to advice NMRC pertaining to matters of first and last mile connectivity (such as operational efficiency/ citizen experience) through limited primary research and continuous secondary research, as and when required.

## **Head B: Sustainability in Transport**

The impending climate change crisis makes the decarbonization of the transport sector one of the most pressing development challenges of our time. As per the World Bank, Emissions from transport already account for 24% of the world's total energy related GHG emissions. With the rapid pace of urbanization and motorization in developing countries, this could increase by 60% by 2050.

To break this cycle, NMRC wishes to explore possibilities to deploy smaller yet impactful solutions at an organization level over the period of time. Against the above backdrop, the Advisor shall

- Initiate dialogues for the development of policies, which promotes sustainability over a period of time (such as Waste Management Policy)
- Share insights of the initiatives/ actions undertaken by various agencies pertaining to Decarbonization in Transport Sector in India/Abroad
- Undertake leading practice study of the initiatives undertaken by metro organizations (India/ Abroad) pertaining to Sustainability (social, environmental and economic)

## **Head C: Implementation Support**

The Advisor shall

- Provide implementation assistance/ handholding of identified areas of improvements to enable implementation
- Prepare policies/guidelines as may be required from time to time for smooth functioning of NMRC
- Develop concepts for identified or specific considerations. Prepare notes/ documents on specific interventions/ considerations
- Assist in project planning for the identified interventions
- Assist in stakeholder management
- Provide Weekly briefing and progress presentation to the concerned senior officials at NMRC
- Support in development of innovative new experiences for customers/commuters
- Review of some of the key documents to safeguard the interest of NMRC. Additionally, submit its reports/ opinion on various matters as and when required by NMRC.
- Assist in understand specific challenges in presenting complex analyses to senior executives and management through data in the appropriate visual format, and impacts

## **Head D: Communication/ Interface Support**

- Plan and develop collaterals in order to increase awareness, visibility and acceptance of the projects and policies of NMRC
- Create specific goal-oriented presentations and materials for NMRC where NMRC may participate
- Work on plan/s, support in forecasts and reporting for Board meetings etc.
- Continuous liaisoning with prospective bidders to provide them with the details of the projects/ opportunities
- Be the interface between various stakeholders i.e., Noida Authority, Greater Noida Authority, Delhi Metro Rail Corporation (DMRC) etc. for the required information

## **Head E: Miscellaneous**

The Consultant shall

- Draft proposals for Tender as per requirement of NMRC pertaining to Non-Fare Box Revenue. This will include assisting in designing the EOI/ RFP, holding Pre-Bid meetings, its evaluation and recommendation for awarding of Contract. It shall also carry out market survey as per need during the currency of the agreement.

- Be responsible for advising and implementation support towards improving the operations and functions of the Corporation. Efficiencies in the processes and improvement of customer experiences will be the key objectives to be delivered while helping NMRC in developing capacities to be a best-in-class organisation in providing mobility services for the citizens of Gautam Budh Nagar.

## **PART 2 Scope of Work (First and Last Mile Connectivity/ Mobility Marketplace) – 6 months**

NMRC would like to develop a **mobility marketplace** for creating mobility network using open and standardised mobility protocols. Pertaining to this objective, the Consultant is expected to provide following services

- Understand the rideshare landscape in Noida and Greater Noida Region including
  - Point to point
  - First and last mile connectivity
  - Organized
  - Unorganized etc
- Understand critically the current as well as envisaged mobility services to be provided by Noida Metro such as
  - Metro
  - Bus
  - Parking
  - EV charging
- Undertake Focus Group Discussions(FGDs) with various mobility service providers to understand their issues and requirements. The Focus Group Discussions shall be undertaken with but not limited to
  - Taxi drivers/association
  - 2W mobility providers
  - Bike sharing operators
  - E-rickshaw drivers
  - Existing vendors for mobile app and payments
- Prepare SOPs for on boarding of service providers, undertaking KYC, blacklisting, tariff fixation, etc.
- Undertake three workshops with mobility service provider (e-rickshaw, auto-rickshaw and Taxi) groups to sensitize them regarding the advantages of open mobility network vis a vis existing ride share platforms
- Create a comprehensive document highlighting findings of FGDs and requirements of each mobility service provider
- **Develop a blueprint of open mobility network envisaged keeping Noida metro at centre of the network enabling end to end journeys**
- Assist NMRC in preparing a business case i.e., undertake relevant documentation/collaterals for engaging with different stakeholders at NMRC including feasibility assessment of upgrading existing app or developing a new app (as the case may be)
- Conceptualize a Proof of Concept for validating the mobility marketplace concept on open protocols
- Prepare phase-wise roadmap for implementation
- Drafting Standard Operating Procedures (SOPs) and business rules for on boarding various service providers including but not limited to mobility service providers, charge point operators, food delivery, local businesses, content providers, etc.
- Undertake hand-holding sessions for assistance around on boarding, app usage, troubleshooting, receiving payments, providing invoicing etc.



- Undertake discussions with existing System Integrator of NMRC for exploring possibility of augmenting the existing Noida Metro app
- Create functional and technical documentation for development of Rider as well as Partner app
- Prepare RFP for selection of app developer (if required) and assist NMRC in bid process management
- Assistance in on boarding App developer who will develop rider as well as partner app and undertake hosting, operation, update and maintenance activities
- Assistance in monitoring app development on principles of intuitiveness, efficient UX, app functionalities and testing
- Assistance in app roll out and go live support

**It may be noted that the PARTB may be extended further beyond 6 months basis requirement of NMRC and mutual consent of the parties.**

**II.II. Timelines:**

The overall period of the engagement of the Advisor shall be **2 (two) years** from the date of award of work, with the provision of extension based on the satisfactory performance during the pursuing duration and requirements in the following period.

The quote shall be on a resource month basis. In case of extension, the per month resource value shall be charged on the number of the months extended as per the mutual agreement.

**II.III KEY PERSONNEL**

**Minimum skill set of team composition required for this project.**

The Consultant will have below dedicated resources to service the requirements of the Client along with Team Leader/s. He/She will be involved in day-to-day coordination including conducting, documenting and finalizing the documents with all key stakeholders.

The qualification criteria for the proposed team member is as follows:

**Part A**

	<b>Profile</b>	<b>Number of Resources</b>	<b>Skill set</b>	<b>Effort</b>
a)	Team Leader (Non-Fare Box)	1 (one)	<ul style="list-style-type: none"> <li>• Postgraduate degree/ diploma or master's with minimum <b>eight (8) years</b> of total work experience in research and strategy</li> <li>• At least three (3) years' experience of revenue enhancement for government department/ authority is required</li> <li>• Should have experience of managing multiple large scale projects</li> </ul>	<ul style="list-style-type: none"> <li>• 2 months (broadly once a week)</li> </ul>

	Profile	Number of Resources	Skill set	Effort
b)	Senior Strategy/System analyst*	1 (one)	<ul style="list-style-type: none"> <li>• Postgraduate degree/ diploma or master's with minimum <b>five (5) years</b> of total work experience in research and strategy.</li> <li>• Understanding of process improvement/ revenue enhancement shall be preferred.</li> </ul>	• Full time (100%)
c)	Junior Strategy/System analyst	1 (one)	<ul style="list-style-type: none"> <li>• Graduate with minimum <b>two(2) years</b> total work experience in research and strategy</li> <li>• Understanding of climate/ sustainability domain shall be preferred.</li> <li>• Should have experience of extensive stakeholder consultation</li> </ul>	• Full time (100%)

#### **Part B**

	Profile	Number of Resources	Skill set	Effort
a)	Team Leader (First and Last Mile Connectivity)	1 (one)	<ul style="list-style-type: none"> <li>• Graduate in Engineering and MBA/equivalent</li> <li>• Should have minimum <b>ten (10) years</b> of experience in transport sector</li> <li>• Should have experience of managing multiple large scale transportation projects comprising of large number of stakeholders.</li> <li>• Should have experience of managing development as well as implementation of technology intensive projects throughout the project lifecycle i.e., Assessing feasibility and preparation of DPR, designing workflows, defining commercial models of engagement, undertaking procurement, monitoring implementation and operations, as well as undertaking capacity building for self-sustenance.</li> </ul>	• 1 month

	Profile	Number of Resources	Skill set	Effort
b)	Mobility Expert*	1 (one)	<ul style="list-style-type: none"> <li>Graduate in Engineering/planning with minimum <b>five (5) years</b> of experience</li> <li>Should demonstrate a sound understanding of mobility ecosystem especially with respect to urban mobility and evolving concepts such as MaaS (Mobility as a Service)</li> <li>Experience of working on integration of various modes of transport using technology will be preferable</li> <li>Should have experience of analysing commercial models, drafting RFPs, MoUs, SLAs, conceptualising and managing pilots/proof of concepts etc.</li> </ul>	<ul style="list-style-type: none"> <li>6 months</li> </ul>
c)	Urban Transport cum Change Management Expert	1 (one)	<ul style="list-style-type: none"> <li>Masters in Transportation planning with minimum <b>five (5) years of experience</b> in urban transport domain.</li> <li>Should have experience of implementing new age mobility solutions which act as feeder for public transport.</li> <li>Should have sound understanding urban mobility concepts around inclusivity, accessibility, sustainability, safety and seamlessness.</li> <li>Should have experience of extensive stakeholder consultation to assess their needs, managing digital and media campaigns around spreading awareness of initiatives, monitoring social media marketing and increasing engagements etc.</li> </ul>	<ul style="list-style-type: none"> <li>3 months</li> </ul>

It may be noted

- **\*2 dedicated resources - Senior Strategy/System analyst and Mobility Expert will be full time based out of Employer office from the beginning of the project**
- **Other resource/s shall be made available, as and when required, for discussions/ meetings.**

- NMRC will broadly require Team Leader/s support on the engagement once a week/ for critical meetings. Thus, it is important that the availability of the Team Leader is such that he/she is available to be present for discussions/ meetings at a short notice on call of NMRC.

## **Section III: Instructions to Bidders**

### **A. General Conditions**

#### **1. Cost of Bid Document/e-Tender processing Fee**

a) The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Electronics Corporation Ltd, Lucknow/ Noida Metro Rail Corporation Ltd. ("NMRC" or "the Company"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.

b) This tender document is available on the web site <http://etender.up.nic.in> or on NMRC website [www.nmrcnoida.com](http://www.nmrcnoida.com) to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee as mentioned in **Data Sheet**- scanned copy of RTGS receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Tender processing fee will be non-refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

#### **2. Contents of e-Bid Document**

The scope of work, e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:

Section I	: General Information
Section II	: Terms of reference (TOR)
Section III	: Instruction to bidders
Section IV	: Qualification and Evaluation criteria
Section V	: Pro- forma for submission of bids (technical and financial)
Section VI	: Standard conditions

The tenderer is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the tenderer's risk and may result in rejection of the said e-Bid.

#### **3. Amendment of e-Bid Document**

At any time prior to the deadline for submission of e-Bid, NMRC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in) , NMRC web site [www.nmrcnoida.com](http://www.nmrcnoida.com) through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.

It shall be the sole responsibility of the prospective tenderers to check the web site <http://etender.up.nic.in> or Corporation's website [www.nmrcnoida.com](http://www.nmrcnoida.com) from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, NMRC shall not be responsible for it.

In order to allow prospective e-Tenderers a reasonable time to take the amendment into account in preparing their e-Bids, NMRC, at its discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website <http://etender.up.nic.in> and Corporation's website [www.nmrcnoida.com](http://www.nmrcnoida.com)

#### **4. Data Identification and collection**

- 4.1. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/or any other matter considered relevant.
- 4.2. It would be deemed that by submitting the Proposal, the Bidder has:
  - 4.2.1. Made a complete and careful examination and accepted the RFP Document in total;
  - 4.2.2. Received all relevant information requested from NMRC and;
  - 4.2.3. Made a complete and careful examination of the various aspects of the scope of work
- 4.3. NMRC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

#### ***B. Preparation and Submission of Proposals***

##### **5. Language of e-Bid**

- 5.1. The e-Bid prepared by the tenderer, as well as all correspondence and documents relating to the e-Bid exchanged by the tenderer and NMRC shall be written in English language only.

##### **6. Documents Constituting the e-Bid**

The e-Bid prepared by the tenderer shall comprise the following components:

(a) **Technical e-Bid** - Technical e-Bid will comprise of :

- (i) **Fee Details** – It will consist of the cost of tender document/Bid processing fee and prescribed EMD in prescribed form.
- (ii) **Qualification Details as per formats with supporting** – includes copies of required documents in PDF format justifying that the tenderer is qualified to perform the contract if his/her bid is accepted and that the tenderer has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfil all the conditions of the Contract.

(b) **Financial e-Bid** – Financial e-Bid will comprise of :

- (i) **Price bid** – Consulting Fees (*excluding GST*) in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

##### **7. E - Bid Form**

The tenderer shall complete the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document.

## **8. e-Bid Currencies**

Prices shall be quoted in Indian Rupees only.

## **9. Documents Establishing tenderer's Qualification**

9.1. The tenderer shall furnish, as part of its Technical e-Bid, documents establishing the tenderer's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the tenderer electronically in the PDF format.

9.2. The documentary evidence of tenderer's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in e-tender document.

## **10. e-Bid Security/Earnest Money Deposit (EMD)**

10.1.1. The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as mentioned in **Data Sheet** in favour of Noida Metro Rail Corporation Limited in the A/c mentioned in **Data Sheet**, scanned copy of RTGS receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.

10.1.2. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.

10.1.3. Unsuccessful tenderer's e-Bid security will be returned promptly as possible after the acceptance of e-Bid. The EMD shall be returned electronically to unsuccessful bidders. The bidders need to fill prescribed form attached with the tender.

10.1.4. The successful tenderer's e-Bid EMD will be converted into performance security

10.1.5. The e-Bid EMD may be forfeited:

(a) if a tenderer (i) withdraws its e-Bid during the period of e-Bid validity specified by the tenderer on the e-Bid Form; or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the tenderer on the e-Bid form or

(b) in case of a successful tenderer, if the tenderer fails to sign the Contract with NMRC.

## **11. Period of Validity of e-Bid**

11.1. E - Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by the Company. An e-Bid valid for a shorter period shall be rejected by NMRC as non-responsive.

11.2. In exceptional circumstances, NMRC may solicit the tenderer's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A tenderer may refuse the request without forfeiting its e-Bid security. A tenderer granting the request will not be required nor permitted to modify its e-Bid.

## **12. Format and Signing of e-Bid**

- 12.1. The tenderer shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.
- 12.2. Applicants should provide all the information as per the RFP and in the specified formats. NMRC reserves the rights to reject any proposal that is not in the specified formats.
- 12.3. In case the Applicants intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

### **13. Submission of e-Bid**

The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the tenderers to submit the e-Bid online in response to this e-tender published by NMRC. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e tender. Tenderers should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The tenderers should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the tenderers cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the tenderers shall only be held responsible.

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

- 13.1. For participating in e-Bid through the e-tendering system, it is necessary for the tenderers to be the registered users of the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in). The tenderers must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
- 13.2. In addition to the normal registration, the tenderer has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one time activity. Before proceeding to register his/her DSC, the tenderer should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.

For successful registration of DSC on e-Procurement website [http://etender. up.nic.in](http://etender.up.nic.in) the tenderer must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http:// etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The tenderer can obtain User Login Id and perform DSC registration exercise above even before e-Bid submission date starts. NMRC shall not be held responsible if the tenderer tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

- 13.3. The tenderer can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the tenderer intends to e-Bid, from "My Tenders" folder, the tenderer can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the tenderer should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The tenderer should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).



- 13.4. After clicking the 'Pay Offline' option, the tenderer will be redirected to the Terms and Conditions page. The tenderer should read the Terms & Conditions before proceeding to fill in the cost of bid document/e-tender processing fee and EMD offline payment details. After entering and saving the cost of bid document/e-Tender processing fee and EMD details, the tenderer should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details available in the scanned copy of tender form cost and of EMD shall be verified by NMRC and in case of any discrepancy the e-bid shall be rejected.
- 13.5. Next the tenderer should upload the Technical e-Bid documents for Fee details (Cost of bid document/e-Tender processing fee and EMD), Qualification details. Before uploading, the tenderer has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the tenderer should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the tenderer's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- 13.6. The tenderer should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the tenderer and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- 13.7. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The tenderer can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 13.8. NMRC reserves the right to cancel any or all e-Bids without assigning any reason.

#### **14. Deadline for Submission of e-Bid**

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

#### **15. Late e-Bid**

- 15.1. The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the tenderer cannot submit his/her e-Bid. Tenderer has to start the Bid Submission well in advance so that the submission process passes off smoothly. The tenderer will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

## **16. Withdrawal and Resubmission of e-Bid**

- 16.1. At any point of time, a tenderer can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the tenderer should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The tenderer should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the tenderer will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the tenderer has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The tenderer also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The tenderer has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.
- 16.2. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the tenderer's forfeiture of his/her e-Bid security.
- 16.3. The tenderer can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the tenderer earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the tenderer should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The tenderer should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the tenderer will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents.
- 16.4. The tenderers can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- 16.5. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

## **C. Bid Opening**

### **17. Opening of Technical e-Bid by NMRC**

- 17.1. NMRC will open all technical e-Bids, in the presence of tenderers' representatives who choose to attend on the prescribed date of opening at NMRC office. The tenderer's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for NMRC, the e-Bids shall be opened at the appointed time and place on the next working day.
- 17.2. The tenderer's names and the presence or absence of requisite e-Bid security and such other details as NMRC at its discretion may consider appropriate, will be announced at the opening. The name of such tenderers not meeting the Technical Specifications and qualification requirement shall be notified subsequently.

### **18. Opening of Financial e-Bid**

- 18.1. After evaluation of technical e-Bid, through the evaluation committee NMRC shall notify those tenderers whose technical e-Bids were considered non-responsive to the Conditions

of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. NMRC will simultaneously notify the tenderers, whose technical e-Bids were considered acceptable to NMRC. The notification may be sent by e-mail provided by bidder.

18.2. The financial e-Bids of technically qualified tenderers shall be opened in the presence of tenderers who choose to attend, and date for opening of financial bids will be communicated to the Technically Qualified Tenderers subsequently after completion of technical bids evaluation through e-mail provided by the bidder.

## **19. Clarification of e-Bid**

19.1. During evaluation of e-Bid, NMRC may, at its discretion, ask the tenderer for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing.

## **20. Evaluation of technical e-Bid and Evaluation Criteria**

NMRC will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required cost of bid document/e-Tender processing fee, e-Bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

20.1. All e-Bids submitted shall also include the following:

- (i) Filled in Bid Submission forms as per the tender document (as mentioned in Clauses 27 and 28)
- (ii) Certified Copies of relevant pages of following documents:
  - Letter of Incorporation/ Memorandum and Articles of Association showing objectives of the Company/Firm
  - Place of Registration
  - PAN of the company
  - GST of the company
  - Power of Attorney/ Board Resolution/ Letter of Authority for Authorized Signatory

The e-Bids of the tenderers not submitting certified copies mentioned above documents shall be rejected.

20.2. It shall be the discretion of NMRC to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.

20.3. The tenderers are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the tenderers having financial bid document in the technical bid will outrightly be rejected.

## **21. Contacting NMRC**

21.1. No tenderer shall contact NMRC on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of NMRC, he/she can do so in writing.

21.2. Any effort by a tenderer to influence NMRC in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the tenderer's e-Bid.

21.3. In the event of any information furnished by the Consultantis found false or fabricated the minimum punishment shall be debarred/blacklisting from Noida works and the legal proceeding can also be initiated.

#### **D. Award of Contract**

#### **22. Award Criteria**

22.1. NMRC will award the contract as per evaluation criteria stated in Clause 28 of the Bidding Document.

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

23.1. NMRC reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

#### **24. Notification of Award**

24.1. Prior to the expiration of the period of e-Bid validity, NMRC will notify the successful tenderer in writing by letter/e-mail/fax, that its e-Bid has been accepted.

The notification of award will constitute the formation of the Contract.

#### **25. Signing of Contract**

25.1. At the same time as NMRC notifies the successful tenderer that its e-Bid has been accepted, the successful tenderer shall have to sign the contract agreement.

#### **26. Other points related to tender document**

26.1. No page(s) of the tender shall be removed and the entire set must be submitted, as its failure to comply the instructions may result in the rejection of the tender.

26.2. All entries by the tenderers should be written legible.

26.3. The tenderer should write full address and telephone no. on the Tender Form. Any letter sent by Regd. Post on that address will be treated as delivered.

26.4. Incomplete, irrelevant conditional tenders are liable to be rejected without assigning any reason. Tenders not submitted on proper prescribed form shall not be considered and are liable to be rejected.

26.5. No additions or alterations are permitted in the tender papers, if tenderer does so, the same shall not be considered and such tender is liable to be rejected.

26.6. Any tender not fulfilling all the conditions is likely to be ignored / rejected without assigning any reason.

26.7. The scanned copy of both RTGS –Processing Fees and EMD receipt shall be verified by NMRC from the bank and in case of any discrepancy or wrong information furnished in the scanned copy, tender shall not be processed even for Technical Bid Evaluation and shall be rejected.

26.8. No refund of the cost of bid document/ e-Tender processing fee is claimable for tenders not accepted or for tenders not submitted.

26.9. Conditional tender may not be accepted.

#### **For the interested Bidders of this Tender Document**

1. The Contractors/Firm/Bidders who are interested to participate in Tender are requested to get them registered and get their signature digitalized with UP Electronics Corporation, 10,

Ashok Marg, Lucknow by depositing prescribed fee. The Agencies/Contractors registered shall be allowed to participate only in e-tenders floated after their registration.

## **Section IV: Pre-qualification Criteria and Evaluation and Selection Process**

### **27. Minimum Technical and Financial Criteria**

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

- 27.1. The Applicant should be a legal entity under The Indian Companies Act or Limited Liability Partnership Act.
- 27.2. The Applicants must have at least **15 (fifteen) years of experience in providing consultancy** services in India, especially to government entities/departments.
- 27.3. The Applicant must have at least **5 (five) years of experience of providing Information technology (IT)/ Information and Communications Technology (ICT)/ Digital consultancy services** for Metro Corporations/ Airports/ Railways/ Ports/ Land Ports/ Road/ Bus Transport.
- 27.4. The Applicants must have undertaken consultancy work as advisors for undertaking **project management/ program management/revenue enhancement study/ business modelling** with Metro corporation/ Airport/ Railways/ Government institution (Local Authority/ State Government/ Central Government)in India in last 5 (five) years
  - One assignment of similar nature of value not less than **Rs. 78.40 Lakh** (Rupees Seventy Eight Lakh and Forty Thousand only) or
  - Two assignments of similar nature of value not less than **Rs. 49.00 Lakh** (Rupees Forty Nine Lakh only) or
  - Three assignments of similar nature of value not less than **Rs. 39.20 Lakh** (Rupees Thirty Nine Lakh and Twenty Thousand only)
- 27.5. The Applicants should submit the turnover for the last 3 (three) financial years in India i.e., FY 2018-19, FY2019-20 and FY2020-21.
- 27.6. The Applicant should have operational office in NCR Region (Delhi/ Noida/ Greater Noida/ Gurugram)
- 27.7. Professionals as per qualification and experience in the TOR document.

**It may be noted that proofs shall be required to substantiate all the information above. Also, all the pages shall be required to be signed by the Authorized Signatory.**

The Consultant is required to submit at least one of the following supporting documents for each of the projects quoted for eligibility and evaluation.

- Relevant Purchase Order / Contract / Work Order/Completion Certificate/ Letter of Award copies to be submitted

Also, the Consultant is required to submit the following documents:

- Letter of Incorporation/ Memorandum and Articles of Association showing objectives of the Company/Firm
- Place of Registration
- PAN of the company
- GST of the company
- Power of Attorney/ Board Resolution/ Letter of Authority for Authorized Signatory

## 28. Evaluation of the Technical Proposal

The Evaluation Committee will evaluate the Technical Proposal using the evaluation parameters as laid under in clause 27 of this RFP. Bidders who will satisfy the minimum technical and financial criteria will be termed as “**Pre-qualified Bidders**”. Further detailed evaluation of only “Prequalified Bidders” shall be done

All the “Pre-qualified Bidders” shall be evaluated/graded based on parameters laid down in clause 28.1. “Pre-qualified Bidders” scoring, 60 marks and above will be termed as “**Technically qualified Bidders**”. Financial proposals of only “Technically qualified Bidders” will be opened.

### 28.1 Evaluation of Technical Proposal

#	Evaluation parameter	Maximum Marks
E1	<p>Experience of consultancy work as advisors for undertaking <b>project management/ program management/ revenue enhancement study/ business modelling</b> with Metro corporation/ Airport/ Railways/ Government institution (Local Authority/ State Government/ Central Government) in India in last 5 (five) years</p> <ul style="list-style-type: none"> <li>- Meeting the eligibility – 5 marks</li> <li>- One assignment of similar nature of value not less than <b>Rs. 78.40 Lakh</b> (Rupees Seventy Eight Lakh and Forty Thousand only) or</li> <li>- Two assignments of similar nature of value not less than <b>Rs. 49.00 Lakh</b> (Rupees Forty Nine Lakh only) or</li> <li>- Three assignments of similar nature of value not less than <b>Rs. 39.20 Lakh</b> (Rupees Thirty Nine Lakh and Twenty Thousand only)</li> <li>- For every project of similar work of value</li> <li>- Not less than <b>Rs. 49.00 Lakh</b> (Rupees Forty Nine Lakh only)– 5 marks each</li> </ul> <p><b>(Maximum 15 marks)</b></p> <p><b>Relevant Purchase Order / Contract / Work Order/ Completion Certificate/ Letter of Award copies to be submitted</b></p>	15
E2	<p><b>Experience of providing IT/ ICT/ Digital consultancy services for Metro Corporations/ Airports/ Railways/ Ports/Land Ports/ Road/Bus Transport in last 5 (five) years.</b> Each eligible completed/ongoing project to be considered should have consulting fees of value greater than INR 50 Lakh</p> <p>Each eligible project shall fetch – 3 marks (Maximum 15 marks)</p>	15

#	Evaluation parameter	Maximum Marks
	<p><b>IT/ICT/Digital consultancy services shall mean</b> services provided towards providing project management services for Enterprise Resource Planning (ERP), Fare collection and Ticketing Systems, development of transit app, digital project management solution, operations management solution. The services provided should include support in conceptualization of solution, capturing functional and technical specifications, preparing RFPs, undertaking bid process management, monitoring implementation and providing go live support.</p> <p><b>Relevant Purchase Order / Contract / Work Order/Completion Certificate/ Letter of Award copies to be submitted</b></p>	
E3	<p>Experience of providing consultancy services with respect to improving urban mobility outcomes in Indian cities in last <b>5 (five) years</b></p> <p><b>Consultancy services shall mean</b> services provided towards Open mobility network i.e.</p> <ol style="list-style-type: none"> <li>1. Establishing first and last mile connectivity by developing app for journey planning/ticketing,</li> <li>2. Creating mobility marketplace, and</li> <li>3. Improving commuter experience</li> </ol> <p>Each relevant project shall fetch - 7.5 Marks (<b>Maximum 15 marks</b>)</p> <p><b>Relevant Purchase Order / Contract / Work Order/ Completion Certificate/ Letter of Award copies to be submitted</b></p>	<b>15</b>
E4	<p>Team proposed (professionals as per qualification and experience in <b>TOR document</b>)</p> <p><b>PART 1</b></p> <ul style="list-style-type: none"> <li>- Team Leader (Non-Fare Box) – 7.5 marks</li> <li>- Senior Strategy/System analyst –5 marks</li> <li>- Junior Strategy/System analyst – 2.5 marks</li> </ul> <p><b>PART 2</b></p> <ul style="list-style-type: none"> <li>- Team Leader(First and Last Mile Connectivity) – 7.5 marks</li> <li>- Mobility Expert – 5 marks</li> <li>- Urban Transport cum Change Management Expert - 2.5 marks</li> </ul> <p>The number of points to be assigned to each of the above positions shall be determined considering the following sub-criteria and relevant percentage weights (Total weight: 100%):</p> <ul style="list-style-type: none"> <li>- Academic qualifications (general education) – 30% weightage</li> <li>- Experience – Similar assignments undertaken meeting the project requirements: 70% weightage</li> </ul>	<b>30</b>



#	Evaluation parameter	Maximum Marks
E5	<p>Approach &amp; Methodology</p> <p>Applicant's understanding of NMRC, approach and methodology, experience of undertaking relevant work, etc.</p> <ul style="list-style-type: none"> <li>- Understanding of NMRC and terms of reference – 10 marks</li> <li>- Proposed approach, methodology and work plan, etc. – 10 marks</li> </ul>	<b>20</b>
E6	<p><b>ISO Certification</b></p> <p>ISO Certifications</p> <ul style="list-style-type: none"> <li>- ISO 9001 certification for Process Improvement and Program Management – 2.5 marks</li> <li>- ISO 27001 certification for Information Security Management System – 2.5 marks</li> </ul>	<b>05</b>
	<b>Total (E1+E2+E3+E4+E5+E6)</b>	<b>100</b>

**Please note**

- **Consortium/JV is not allowed**
- **Repetition of projects is not permitted in the Evaluation Criteria**

**28.2 Selection Process**

The financial proposals of only technically qualified bidder (qualified bidders) with minimum marks of 60, will be opened and will be ranked in terms of their total evaluated cost using Quality cum cost-based selection (QCBS) process with Technical Score having weightage of 70% and financial price having Weightage of 30%.

The details are as follows:

- i.  $S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration.
- ii. The total score shall be obtained by weighing the quality and cost scores and adding them up.
- iii. On the basis of combined weighted score for quality and cost, the consultant shall be ranked in terms of total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The firm securing the highest combined marks will be considered for award of the contract.

**Consolidated score = Technical score \* 0.70 + Financial score \* 0.30**

For example: If there are 3 applicants, let's say A, B and C and their **Technical scores** are as follows:

<b>Particulars (as per Evaluation parameter mentioned above)</b>	<b>A</b>	<b>B</b>	<b>C</b>
E1	15	15	10
E2	10	15	5
E3	5	5	10
E4	25	30	30
E5	15	20	20
E6	5	5	5
<b>Technical Score (St)</b>	<b>75</b>	<b>90</b>	<b>80</b>

Assuming, the financial bids submitted by the Applicants are -

<b>Particulars</b>	<b>A</b>	<b>B</b>	<b>C</b>
Financial Quote	Rs. 40	Rs. 50	Rs. 60

Wherein, Fm is the lowest price = Rs. 40

<b>Particulars</b>	<b>A</b>	<b>B</b>	<b>C</b>
Financial Score (Sf)	100	80	66.77

Wherein  $Sf = 100 \times Fm / F$

The Final Score shall be as follows:

<b>Particulars</b>	<b>A</b>	<b>B</b>	<b>C</b>
<b>Consolidated score = Technical score * 0.70 + Financial score * 0.30</b>	82.50	87.00  (i.e. = $(90 \times 0.7 + 80 \times 0.3)$ = $(63 + 24)$ = $87$ )	76.00

The financial score shall be rounded off to 2 decimal places.

Thus, in the above case, selected bidder shall be B with highest score of **87.00**.

## **29. Selection of Bidder**

- 29.1. After the above evaluation process, the Preferred Bidder may be declared as the selected Bidder ("Selected Bidder") for the Project.

## **30. Deleted**

## **31. Letter of Award and Execution of Agreement**

- 31.1. After selection, NMRC will notify the Selected Bidder by facsimile and by a letter of Award (the "LOA") in duplicate that its Proposal has been accepted. The Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

## **32. Performance Security**

- 32.1. To fulfil the requirement of performance bank guarantee during the implementation period, the Successful Bidder shall deposit **10% of the value** of the LOA/ Contract value in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank branch located in Delhi/ Noida/ Greater Noida/ Gurugram in favor of NMRC valid for the **duration of the contract plus 3 months** within 21 days from LOA. (Please note that the Performance bank Guarantee from other branch shall not be accepted). EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. The expenses to be incurred for the making Performance Bank Guarantee (PBG) shall be borne by the Consultant.
- 32.2. Before the start of work by the Successful Bidder, an agreement will have to be signed by the Successful Bidder at his cost on proper stamp paper. Without performance guarantee by successful bidder, contract agreement shall not be signed.
- 32.3. Failure to submit PBG within timelines, which the contract will be deemed to be cancelled.
- 32.4. NMRC reserves the right for deduction of NMRC dues from Consultant's Performance Bank Guarantee/ Security Deposit (interest free) for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Consultant.
- 32.5. Once the amount under above Clause is debited, the Consultant shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Consultant Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement

## **33. Contact during Proposal Evaluation**

- 33.1. Proposals shall be deemed to be under consideration immediately after they are opened and until such time NMRC makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NMRC and/ or their employees/ representatives on matters related to the Proposals under consideration.

All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:

**GM/ Technical**

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  
Email:nmrcnoida@gmail.com

No interpretation, revision, or other communication from NMRC regarding this solicitation is valid unless in writing and signed by the competent authority from NMRC

**34. Project Financial Terms**

34.1. Fee for the Project

- This fee shall include all charges i.e., all taxes, duties, levies, professional fee, etc. (Excluding GST). The fee is inclusive of fees payable by the Consultant to any other sub consultant and associated consultant and nothing extra shall be payable by the Company.
- The Consultant shall have to make all arrangements for the staff at their own cost.
- The Consultant shall acquaint itself with all the legislation, court and standards prescribed from time to time.
- Reimbursable expenses shall be for expenses which relate to travel outside NCR (domestic or international) on actual basis. Any such travel and expenses shall be incurred with prior approval of the Authority/Client.
- Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

34.2. Payment Terms

Unless otherwise specified, the Advisor shall be paid on monthly basis.

**Section V: Proforma for Submission**

**This part of the document provides pro-forma for providing the information.**

***Form – T1***

**LETTER OF PROPOSAL SUBMISSION**

[Location, Date]

To

**GM/ Technical**

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

**Subject: To appoint Business Efficiency Advisor**

Dear Sir,

We, the undersigned, offer to provide the consulting assignment/job for Noida Metro Rail Corporation Ltd. in accordance with your RFP Document dated [ Insert Date] and our Proposal. We are hereby submitting our Technical and financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

We understand you are not bound to accept any Proposal you receive.

---

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

## CAPABILITY STATEMENT

\*It is compulsory for the bidder to fill this statement and the bidder ***must upload only those documents*** that support this statement.

S. No.	Eligibility Criteria	Filled by the Tenderer
1		
2		
3		
4		
5		
6		
7		
8		

**Form– T2**

**FINANCIAL CAPABILITY**

The following format shall be used for statement of financial capability of Bidders:

<b>Year</b>	<b>Annual Turnover</b>
2018-19	Fill details
2019-20	Fill details
2020-21	Fill details
Average (FY 2018-19, FY2019-20 and FY 2020-21)	Fill details

**Instructions:**

For the purpose of qualification:

1. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
2. The Bidder shall provide the audited annual financial statements as required. Failure to do so could result in the Proposal being considered as non-responsive.

**Form to be attested/ certified by Chartered Accountant with UDIN No.**

**Form – T3**

**CURRICULUM VITAE OF KEY STAFF**

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_

2. **Name of Staff** *[Insert full name]:* \_\_\_\_\_

3. **Date of Birth:** \_\_\_\_\_ **4.Nationality:** \_\_\_\_\_

5. **Education***[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_

\_\_\_\_\_

6. **Membership of Professional Associations:** \_\_\_\_\_

\_\_\_\_\_

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_

\_\_\_\_\_

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_

\_\_\_\_\_

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_

\_\_\_\_\_

10. **Employment Record***[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that</i></p>
--	--



	<p><i>best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Client Contact details _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	---

**It may be noted that for every assignment or project, the applicant needs to provide contact details (name, designation and contact number) of the client for verification purpose, if required by NMRC**

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, the Data correctly describes me, my qualifications, and my experience.

\_\_\_\_\_

[Signature of Staff Member or Authorized Representative of the Consultant/ Firm]

**Date:** Day / Month / Year

Consultant/ Firm's Name: \_\_\_\_\_

**Form – T4**

**FIRMS EXPERIENCE - PROJECT DESCRIPTION SHEET**

<b>Assignment name:</b>	
<b>Country:</b> <b>Location within country:</b>	<b>Duration of assignment (months):</b>
<b>Name and address of Client:</b>	<b>Amount of consulting fee received by your firm (INR):</b>
<b>Start date (month/year):</b>	<b>Completion date (month/year):</b>
<b>Name of associated Consultants, if any:</b>	<b>Name of senior professional staff of your firm involved</b> (indicate most significant profiles such as Project Director/Coordinator, Team Leader and their names):
<b>Narrative description of Project:</b>	
<b>Description of actual services provided by your staff within the assignment:</b>	
Firm's Name:	

*Note: NMRC may seek additional documentary evidences of any project shown in Form T4 which may be in form of work orders, completion certificates, recommendation letters from client or any other format that NMRC decides*

**Form – T5**

Detailed Approach and Methodology for execution of this project

**Form – F1**

To

**GM/ Technical**

**Noida Metro Rail Corporation (NMRC) Limited**

**Block-III, 3<sup>rd</sup> Floor, Ganga Shopping Complex**

**Noida -201301,**

**District Gautam Budh Nagar, Uttar Pradesh**

**THIS FORM IS NOT TO BE FILLED. THE BIDDERS ARE REQUIRED TO FILL THE FINANCIAL PROPOSAL IN XLS FORMAT AFTER DOWNLOADING THE FORM FROM THE E-PROCUREMENT WEBSITE FOR THIS TENDER DOCUMENT**

**Sub:** To appoint Business Efficiency Advisor

Dear Sir,

I/we have read and examined the RFP document, general terms and conditions for the work.

<b>S.No.</b>	<b>Particulars</b>	<b>Person-month Rate (in INR)</b>	<b>Person-months (over 1 year period in months)</b>	<b>Total Amount (in INR excluding GST) for Year 1</b>
		<b>A</b>	<b>B</b>	<b>C=A*B</b>
<b>Part A</b>				
1	Team Leader (Non-Fare Box)		2	
2	Senior Strategy/System analyst		12	
3	Junior Strategy/System analyst		12	
<b>Part B</b>				
4	Team Leader(First and Last Mile Connectivity)		1	
5	Mobility Expert		6	
6	Urban Transport cum Change Management Expert		3	
	<b>Total Consulting Fees for the team deployed as per RFP requirements for Year 1</b>			

The Financial Bid submitted is unconditional (inclusive of all taxes, duties, levies, out of pocket expenses, professional fee etc. **excluding GST**) and fulfills all the requirements of the RFP Document. Payment shall be due on monthly basis.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

---

Signature and Name of the Authorised Person

---

SALABLE FORM FOR TENDER INVITED

Job No. ....

The required fee of tender form has been deposited in \_\_\_\_\_ Bank A/c No. \_\_\_\_\_ RTGS and the scanned copy of UTR receipt with Transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

DETAILS OF ERNEST MONEY ATTACHED

The required amount of Earnest money has been deposited in \_\_\_\_\_ Bank A/c No. \_\_\_\_\_ RTGS and the scanned copy of UTR receipt with transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

BIDDER



## **Section VI: Standard Conditions (SC)**

These conditions shall be part of the contract agreement

### **35. GENERAL PROVISIONS**

#### 35.1. Governing law and jurisdiction

These standard conditions shall be governed by and construed in accordance with the laws of India and any dispute arising out of this project or these terms shall be subject to the exclusive jurisdiction of the courts of district courts of Gautam Buddha Nagar, India and High court of Allahabad (Prayagraj).

#### 35.2. Notices

35.2.1. Any notice, request or consent required or permitted to be given or made pursuant to these standard 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.

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

#### 35.3. Authorized Representatives

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

#### 35.4. Taxes and Duties

The Consultant and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.

#### 35.5. Fraud and Corruption

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

35.5.2. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

35.5.3. "collusive practices" means a scheme or arrangement between the consultant, with or without the knowledge of the Company, designed to establish prices at artificial, non-competitive levels;

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

#### 35.6. Measures to be taken

The Company will cancel the Consultant's engagement, if it is engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract



## **36. COMMENCEMENT, COMPLETION, MODIFICATION ARBITRATION AND TERMINATION OF CONTRACT**

### **36.1. Effectiveness of Contract**

This Contract shall come into effect on the date the award of work and such other later date as discussed and agreed with the Company. The date the Contract comes into effect is defined as the Effective Date.

### **36.2. Commencement of Services**

The Consultant shall begin carrying out the Services from the Effective Date or any such date as specified by the Company.

### **36.3. Expiration of Contract**

Unless terminated earlier pursuant to Clause SC 36.6 hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in RFP Document.

### **36.4. Modifications or Variations**

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the 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.

### **36.5. Force Majeure**

36.5.1. 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.

36.5.2. 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.

36.5.3. 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.

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

36.5.5. To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.

36.5.6. Where Consultant Personnel are required to be present at Client's premises, Consultant will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) a Consultant resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.

36.5.7. Penalty: Failure to adhere to the timelines mentioned in the Scope of work of the contract shall attract a penalty @ 0.25% per fortnight of the total contract value upto a maximum of 5% of the contract, subject to the approval of competent Authority.

## 36.6. Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

### 36.6.1. By the Company (NMRC)

The Company may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (vi) of this Clause SC 36.6.1. In such an occurrence the Company shall give a not less than fifteen (15) days' written notice of termination to the Consultant, and thirty (30) days' in the case of the event referred to in (v).

- i. If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Company may have subsequently approved in writing.
- ii. If the Consultant becomes insolvent or bankrupt.
- iii. If the Consultant, in the judgment of the Company has engaged in any of practices as defined in clause 35.5 competing for or in executing the Contract.
- iv. If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- v. If the Company, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- vi. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 43 hereof.

### 36.6.2. By the Consultant

The Consultant may terminate the Contract, by not less than thirty (30) days' written notice to the Company, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (ii) of this Clause SC 36.6.2

- i. If the company fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Clause 42 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.  
If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

- ii. If the Company fails to comply with any final decision reached as a result of arbitration pursuant to Clause 42.2 hereof.

However, Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if Consultant reasonably determine that Consultant can no longer provide the Services in accordance with applicable law or professional obligations.

### 36.7. Payment and Penalties upon Termination

Upon termination of the Contract pursuant to Clauses SC 36.6.1 or 36.6.2, the Company shall make the following payments to the Consultant: (a) payment pursuant to Clause 40 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (i) through (iii), and (vi) of Clause 36.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

If the Contract is terminated on default of the consultant as defined in clause (i) to (iii) and (vi) of clause 36.6.1, then Company may encash the performance security

## 37. OBLIGATIONS OF THE CONSULTANT

### 37.1. General

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

### 37.2. Standard of Performance

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

### 37.3. Conflict of Interests

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

### 37.4. Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and 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.

### 37.5. Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this

Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of three (3) years from the date of termination of this Agreement.

#### 37.6. Consultant's Actions

The Consultant shall inform the Company in writing before taking any of the following actions:

- i. Entering into a subcontract for the performance of any part of the Services,
- ii. Appointing such members of the Personnel not listed in the team presented in the technical proposal submitted by the consultant

#### 37.7. Documents Prepared by the Consultant to be the Property of the Company

- i. Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant owns in performing the Services. Notwithstanding the delivery of any Reports, Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compiles and retains in connection with the Services (but not Client information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

#### 37.8. Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, during the term of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be. Notwithstanding anything said herein, any audit conducted shall be restricted to the physical files and engagement specific files in relation to this Contract only and shall be subject to the Client and the auditor, agreeing to maintain confidentiality of these documents and such audit shall be conducted without accessing Consultant's premises.

#### 37.9. Site office

The Consultant shall operate from NMRC. The Consultant shall have their own equipment's/computers/software's etc at their own cost for the entire duration of the project.

### **38. CONSULTANT'S PERSONNEL**

#### 38.1. Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

#### 38.2. Removal and/or Replacement of Personnel

- i. Except as the Company may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications with the consent of the company.
- ii. If the Company finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Company's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Company.
- iii. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

### **39. OBLIGATIONS OF THE COMPANY**

#### **39.1. Assistance and Exemptions**

The Company shall use its best efforts to ensure that it shall provide the Consultant such assistance as reasonably required for the execution of the project.

### **40. PAYMENTS TO THE CONSULTANT**

#### **40.1. Contract Price**

The contract price will be payable in Indian Rupee.

#### **40.2. Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the RFP Document. No escalation in fees is permitted and NMRC shall pay consultant as per agreed fees/quoted fees as per tender document.

40.3. NMRC shall, within 30 days from the date of receipt of the invoice make payment to the consultant as per terms of the RFP document.

### **41. 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.

### **42. SETTLEMENT OF DISPUTES**

#### **42.1. 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 assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

#### **42.2. Arbitration**

If the Parties are unable to resolve a dispute amicably through discussion or conciliation, the dispute may be referred to Arbitration. MD of NMRC shall appoint the Arbitrator. In case dispute is not

resolved through arbitration, the dispute can then be brought to the jurisdiction of District Courts Gautam Budh Nagar or Allahabad High Court (Prayagraj) as the case may be.

#### **43. DETERMINATION OR RECESSION OF AGREEMENT**

The Company without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely determines the contract in any of the following cases:

- 43.1. If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make up a winding order.
- 43.2. If the Consultant is in breach of any of terms of agreement
- 43.3. When the Consultant has made himself liable for action under any of the cases aforesaid the Company shall have powers :
- 43.4. To determine or rescind the agreement
- 43.5. To engage another consultant to carry out the balance work debiting the consultant the excess amount if any so spent

#### **44. GENERAL**

- 44.1. It is hereby further agreed between the parties that the stamp duly payable under the law in respect of this agreement shall be borne by the Consultant.

#### **45. LIMITATION OF LIABILITY**

- 45.1. The Client (and any others for whom Services are provided) shall not recover from Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid/limited to the amount of fees for the Services that directly caused the loss in connection with claims arising out of this Contract or otherwise relating to the Services. 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.
- 45.2. To the fullest extent permitted by applicable law and professional regulations, Client shall indemnify Consultant against all claims by third parties (including the Client's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report disclosed to it by or through Client or at Client request. Client shall have no obligation hereunder to the extent that Consultant have specifically authorized, in writing, the third party's reliance on the Report

**(END OF DOCUMENT)**