

Date 04/01/2024

Noida Metro Rail Corporation Ltd

Sub :- Tender for Development, operation, and maintenance of mobile application for first and last mile connectivity in Noida and Greater Noida Region on self-sustainable basis

Tender No. NMRC/Mobile App. /292/2023

REPLY/CLARIFICATIONS OF PRE BID QUERIES

Sr. No.	Page no. of RFP document	RFP Clause / Section number	RFP Clause description	Query / Suggestion	NMRC Response
1	29	Section 4: Eligibility, Evaluation and Selection Process, Sl. No. 2	The sole Bidder or Consortium should have experience providing mobile platform-based journey planner services at least in one city or for one public transport operator or deployed digital solution for accessing, booking, and ticketing transport services in India. This may include application for ticket booking.	<p>This tender being an open mobility project is one of a kind into itself which will be adopted by other departments once implemented by the NMRC Ltd.</p> <p>With the existing eligibility criteria having strictly “Mobile platform-based journey planner services at least in one city or for one public transport operator or deployed digital solution for accessing, booking, and ticketing transport services in India” will be a big challenge to vendors and lead to limited bidding.</p> <p>Request to kindly consider amending the same as “Past experience in govt. Ministry, PSU, Nodal agency for webportal-mobile platform based GIS application for public infrastructure, facilitating in-vehicle navigation to nearest point / marked location in promotion of mobility in the country.</p>	RFP condition shall prevail

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2	32	Section 4.2 Information of the Technical Evaluation and Presentation Proposal, Sl. No. E1	Experience The sole Bidder or any Consortium Member should have experience in handling minimum 2,000 journey bookings and financial transactions on mobile/ web platform on daily basis. 2000 to 3000 – 10 marks 3001 to 4000 – 20 marks 4001 to 5000 – 30 marks	<p>This tender being an open mobility project is one of a kind into itself which will be adopted by other departments once implemented by the NMRC Ltd.</p> <p>With the existing eligibility criteria having strictly “ Mobile platform-based journey planner services at least in one city or for one public transport operator or deployed digital solution for accessing, booking, and ticketing transport services in India” will be a big challenge to vendors and lead to limited bidding.</p> <p>Request to kindly consider amending the same as “Past experience in govt. Ministry, PSU, Nodal agency for webportal-mobile platform based GIS application for public infrastructure, facilitating in-vehicle navigation to nearest point / marked location in promotion of mobility in the country.</p>	RFP condition shall prevail
3	30	Section 4: Eligibility, Evaluation and Selection Process, Sl. No. 4	Bidder should have a positive net worth in each of the last three financial years. In case of consortium, Lead bidder and Consortium member must have Positive net worth as on last date on audited last financial year.	<p>As you must be already aware due to the COVID Pandemic where the whole global economy was affected and companies struggled to exist, and need no further elaboration.</p> <p>In light of the same, ensuring wider participation of competent bidders, we request your good selves to consider Positive Net-Worth in</p>	Please refer Sl. No. – 6 of corrigendum No. - 2

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				any One (1) of the last three (3) financial years.	
4	14	2.2.2.12	<p>Role of Successful Bidder xxii. The Successful Bidder has option to include more revenue streams like advertisements, virtual shopping, smart boxes, etc. to increase their revenue. NMRC may facilitate in getting required permissions but shall not be held liable for any monetary transactions between the two parties.</p>	Who would be the other party with whom NMRC will facilitate in getting the required permissions.	The other parties could be other government agencies from where various permissions would be required like RTO, Greater Noida Authority, etc.
				Where can the bidder install its fixtures and fittings for advertisements, virtual shopping and smart boxes for additional revenue streams, will it be NMRC stations.	Refer Sl. No. 1 & 2 of Corrigendum No. – 2 Advertisement, virtual shopping etc. will only be on the app.
				Will the Bidder have to take space for installing its fixtures and fittings on rent / lease or will it be part of the agreement with the Bidder and such space would be provided on nomination basis.	Refer Sl. No. 1 & 2 of Corrigendum No. – 2 .
				Will NMRC or the other party provide electricity connection on the spaces for fixtures and fittings to be operational. Will such electricity supply be a normal power supply or with power back up. Will there be an additional charge for electricity supply or electrification.	Advertisement and virtual shopping will only be on the app.

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				The fixtures and fitting virtual store and smart boxes will work on internet connection, will NMRC provide a leased line or broadband connection or internet connection on the given space.	
				What will the role of NMRC after facilitating in grant of permission from the other party.	Please refer SI, No, 1 & 2 of corrigendum no. - 2
				Is the other party is an internal department of NMRC or an external agency / third party private limited company or a govt. organisation.	The other parties could be other government agencies from where various permissions would be required like RTO, Greater Noida Authority, etc.
				Will the LMC be integrated on the official Noida Metro App	Successful Bidder will develop new green field application which will be an official app of the NMRC catering first and last mile connectivity to the users. Integration of the 2 apps can be at a later stage.
5	14	2.3	ii. NMRC shall deploy resources for approval of KYC of drivers registering on the portal/ application	Will the KYC be managed and approved by NMRC. Please elaborate.	Please refer page no. 14, 2.3 of RFP. Role of NMRC (ii)
6	14	2.3	iii. NMRC shall deploy resources for the grievance redressal of the relevant grievances received on the application	Will the grievance redressal be managed by NMRC. Please elaborate.	Please refer page no. 14, Clause no. 2.3 of RFP (Role of NMRC (iii))

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7	31	4.1	<p>Eligibility Criteria a. The Bidder satisfying the minimum eligible criteria as defined in the RFP shall be considered for technical Evaluation as below</p> <p><u>Sr. No. 6 Certification</u></p> <ul style="list-style-type: none"> · Bidder (all consortium members in case of consortium) should have ISO certification 27001:2013 which should be valid at the time of Bid Submission · Bidder (all consortium members in case of consortium) should have ISO certification 9001:2015 which should be valid at the time of Bid Submission · Bidder (all consortium members in case of consortium) should have CMMi (minimum level 3) certificate which should be valid at the time of Bid Submission. 	Is the certification required only by a consortium	Please refer Sl. No. 7 & 9 of corrigendum no. - 2
8	38	4.6	Project Timelines - Sr. No. 2.4 : Third Party Certificates	Elaborate on certification types required.	Please refer page no. 13, Clause no. - 2.2.2.12 of RFP (Role of Successful Bidder (viii))
9	49	5.13	Limitation of liability	"The Client" – NMRC refers whom as the Client, please elaborate	Client means Noida Metro Rail Corporation (NMRC)

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10	32	Point no.- i, Technical Qualification	<p>Experience The sole Bidder or any Consortium Member should have experience in handling minimum 2,000 journey bookings and financial transactions on mobile/ web platform on daily basis.</p> <ul style="list-style-type: none"> • 2000 to 3000 – 10 marks • 3001 to 4000 – 20 marks • 4001 to 5000 – 30 marks <p>Note: In case of Consortium, experience of any consortium member or total of both consortium members is acceptable for marking for this clause. As mentioned in clause 4.1.1, the experience of only substantial consortium members will be considered for evaluation.</p>	It can be change into no of work order of same project where vendor had provide the same journey planner and financial transaction through any mobile app /web portal.	RFP condition shall prevail
11	14	Point no.- xviii., Page no.-14.	Bidder shall provide services including call centre/help desk along with operation, Email, SMS social media integration, etc., user review and feedback management shall be integral part of the mobile app solution.	Mentioned Manpower and JD also	The responsibility to operate call centre/helpdesk lies with successful bidder.
12	37	Point no.- 4.6, Page no.-37	Project Timeline	We are requested to extend the 90 days to 150 days.	RFP condition shall prevail

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13	32	4.2. Information of the Technical Evaluation and Presentation Proposal	<p>E1 - Experience</p> <p>The sole Bidder or any Consortium Member should have experience in handling minimum 2,000 journey bookings and financial transactions on mobile/ web platform on daily basis.</p> <ul style="list-style-type: none"> · 2000 to 3000 – 10 marks · 3001 to 4000 – 20 marks · 4001 to 5000 – 30 marks <p>Note: In case of Consortium, experience of any consortium member or total of both consortium members is acceptable for marking for this clause. As mentioned in clause 4.1.1, the experience of only substantial consortium members will be considered for evaluation.</p>	<p>We request the authority to consider the number of projects instead of counts of journey bookings for marking purpose . Hence, we request the authority to amend the clause as:</p> <p>"E1 - Experience</p> <p>The sole Bidder or any Consortium Member should have experience in handling minimum 2,000 journey bookings and financial transactions on mobile/ web platform on daily basis.</p> <ul style="list-style-type: none"> · 2000 to 3000 1 project – 10 marks · 3001 to 4000 2 projects – 20 marks · 4001 to 5000 3 projects – 30 marks <p>Note: In case of Consortium, experience of any consortium member or total of both consortium members is acceptable for marking for this clause. As mentioned in clause 4.1.1, the experience of only substantial consortium members will be considered for evaluation."</p>	RFP condition shall prevail
14	4	Data Sheet	Method of Selection = Highest Revenue method (H1 model)	We request the authority to change the clause as follow:	RFP condition shall prevail

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	35	4.3. Selection Process	i. The financial proposals of only technically qualified bidder (qualified bidders) with minimum marks of 60%, will be opened and will be ranked on the basis of their commercial bid. The financial bid will be evaluated based on highest revenue model (H1 model) where the eligible bidder quoting the highest value of revenue to be shared with NMRC will score the highest marks (as per clause 4.2) and will be awarded the LoA.	"i. The financial proposals of only technically qualified bidder (qualified bidders) with minimum marks of 60%, will be opened and will be ranked on the basis of their commercial bid. The financial bid will be evaluated based on highest revenue model (H1 model) where the eligible bidder quoting the highest value of revenue to be shared with NMRC will score the highest marks (as per clause 4.2) and will be awarded the LoA. <u>Quality & Cost Based Selection (QCBS) 70% weightage to technical marks and 30% weightage to commercial marks</u> "	
15	12	2.2.2.4. Hosting	i. The backend server and database shall be hosted on a cloud-based platform to ensure scalability, reliability, and cost-effectiveness.	It is understood that the cloud space needs to be provided by the System Integrator	Please refer Clause no. 2.2.2.4 of RFP.
16	12	2.2.2.5. Database Management	i. A suitable database management system (DBMS) shall be used for storing and managing user data, transportation options and other app-related information.	Can any database be used? Is there any suggested DB to be used?	Successful Bidder may choose database based on the project's specific needs. However, bidder shall consider structured data and high transactional needs aligned with data handling requirements and scalability for the project while choosing the database.

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17	12	2.2.2.6. Security	i. The app shall use secure authentication methods for user login and registration (such as OTP based login (this should be auto fetched in the mobile app from the message), 2-way authentication factor for web portal).	What is the expected way of 2FA authentication?	Successful Bidder to implementing two way authentication using a password combined with a one-time passcode sent via SMS to ensure security for application users.
18	12	2.2.2.8. Integration	i. The app shall integrate with third-party data APIs to obtain real-time transportation data, such as vehicle locations, estimated fare, wait times, and estimated arrival times.	Will the department share the APIs for third party integration ?	Successful bidder shall develop necessary API for encryption of all data transmitted between the mobile app, backend server and third-party APIs using industry standard encryption protocols. Please refer Clause no. 2.2.2.12 of RFP (Role of Successful Bidder, vii).
19	12	2.2.2.8. Integration	ii. Payment gateway integration for payment of registration fee. (Allow various payment methods like debit card, credit card, internet banking, phone banking, UPI, etc.)	Will the payment gateway be shared by the department ?	It is Successful bidder's responsibility to provide payment gateway and its integration. Refer Clause no. 2.2.1.1 and 2.2.2.8 of RFP.
20	37	4.6. Project Timeline	2.2 Final submission of solution design document comprising technical and functional requirements and integration plan including NMRC inputs on solution design T+ 20 days Technical Solution Report	This activity should be preceded with requirement gathering and business analysis. The timeline required would be 21 days.	RFP condition shall prevail

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21	38	4.6. Project Timeline	2.3 Technical and functional demonstration of the UI and UX of the platform with all the features incorporated as per design document T+30 days Field test + Report	The timeline provided for UI and UX is very short. Need a minimum of 45 days as the designs may go in for iteration.	Development and stabilisation period is for 90 days. Bidder has to complete the activities mentioned in Phase 1 under this period however there is no SLA specific to Technical and functional demonstration of the UI and UX of the platform.
22	79	7.2. Annexure 2: Service Level Agreement	Replacement of human resource on resignation/ medical emergencies (O&M period) Alternate CV must be submitted within 15 days from the date of event, including Minimum 1 weeks of handover time. Note: Replacement CV to meet the required criteria mentioned in 4.2. Information of the Technical Evaluation and Presentation Proposal, E2 Human Resource. INR 10000 per day beyond 15 days up to 30 days. Contract shall be terminated beyond delay of 30 days	a) CVs would be submitted within 15 days, but the selection process and date of joining may go beyond 30 days.	RFP condition shall prevail.
				b) Can the resource work from remote till they can be physically present at the site ?	Not required
23	NA	General	No of Concurrent Users	How many concurrent users are there	Bidder has to estimate
24	NA	General	Max Transaction per Day	What is the number of transactions per day	Please refer page no. 78 – (7.1 Annexure 1 of RFP). Existing ridership and vehicles registered in Noida and Greater Noida Region

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25	NA	General	Max Size of Write /Transaction year	Need the maximum size of write transaction per year	Please refer page 78 (7.1 Annexure 1 of RFP). Existing ridership and vehicles registered in Noida and Greater Noida Region However bidder is required to do their due diligence before submitting the bid.
26	NA	General	Any Document Upload Permitted	Is there any document upload required	Please refer page no. 10 , Clause no. 2.2.1.3 of RFP. (Salient Features: Driver Interface (ii) (a))
27	NA	General	Max Size of File in MB	What is the file Upload size in MB	Bidder has to assess based on the project requirement.
28	NA	General	Max Files per User	What is the file upload per user required	Based on the project requirements bidder has to assess.
29	NA	General	Database Backup Policy	What is the database back policy	Please refer Clause no. 2.2.2.12 of RFP (Role of Successful Bidder, xiii).
30	NA	General	Database Retention Policy	What is database retention policy	Please refer page no. 14, Clause no. 2.4 of RFP (Exit Management Plan (xiii))

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31	NA	General	DC - DR Policy	What is Data recovery policy	Please refer Clause no. 2.2.2.12 of RFP (Role of Successful Bidder, xiii.)
32	NA	General	RPO -- Recovery Point of Object	What is the required recovery Point of Object	Successful Bidder is responsible for Disaster Recovery Environment and the associated services so as ensure continuity of operations in the event of failure production environment and consider the RPO and RTO requirements accordingly in line with SLA and Clause no. 2.2.2.12. (point xiii) of RFP
33	NA	General	RTO -- Recovery Time of Object	What is the Recovery Time of Object	Successful Bidder is responsible for Disaster Recovery Environment and the associated services so as ensure continuity of operations in the event of failure production environment and consider the RPO and RTO requirements accordingly in line with SLA and Clause no. 2.2.2.12. (point xiii) of RFP
34	NA	General	Data Archival Policy	What is the Data Archival Policy	Please refer Clause no. 2.2.2.12 of RFP (Role of Successful Bidder, xiii).

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35	NA	General	What is Project Budget ?	What is the Project Budget ?	Bidders are required to estimate the budget based on the detailed scope of work and specific requirements outlined in the RFP.

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36	36	4.5. Project Financial Terms	<p>4.5.1. Fee for the Project</p> <p>a. NMRC App is planned to be operated in a self-sustainable model. The Successful Bidder shall be responsible for development, operation, and maintenance of the application for a period of 5.5 years (of which 90 days will be dedicated for only development, testing, approval and go-live of the app) and also shall be responsible for taking up publicity and other activities to increase the user penetration on this app as deemed necessary.</p> <p>b. The Successful Bidder shall share its revenue with NMRC as per the quotation (refer form 6 in section 6 for format) shared with NMRC in the Financial Bid every month.</p> <p>c. The successful bidder shall make all the arrangements as deemed necessary to increase user penetration at its own cost.</p> <p>d. Revenue quoted is after subtracting tax on net revenue. Net Revenue shall include all the money collected from various sources which shall include but not limited to, registration fee, subscription fee, journey cost, convenience fee, earnings from advertisement, or any other earning from any feature/ service related to the application, without any other deduction.</p> <p>e. The successful bidder shall be responsible for payment of all relevant taxes on the income from this project. NMRC shall not be held liable to any taxes on behalf of the Successful Bidder.</p> <p>f. Revenue shall include earnings from all aspects related to this application</p> <p>g. An Escrow account shall be set up for the Successful Bidder where all the revenue from</p>	<p>Request you to kindly modify the clause:</p> <p>Given there isn't any precedence for PPP model we request your kind department to please change the same to Project funded model which is the current industry standard for IT projects across government vertical thereby increasing a healthy participation</p>	RFP condition shall prevail

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			<p>this application including the registration fee, revenue from advertisement or any other source shall be collected/deposited. h. The Successful Bidder shall be responsible for sharing the percentage of revenue in the Escrow account with NMRC as per the quotation in the Financial Bid every month. Bidder may add more revenue generating streams through this app like ticket booking, food ordering and other innovative and value adding services to enhance commuter experience and increase user penetration. All the revenue from the transactions of such features shall be added to the Escrow account and shall be considered while calculating the share of NMRC. Addition of any new revenue stream shall require a prior formal written request from Successful Bidder to NMRC and cannot be implemented without written approval from NMRC.</p>		

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37		General	Indemnity	Tenderer shall indemnify and hold harmless the bidder for all Losses incurred in connection with any third-party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such Bidder.	Please refer Clause no. 5.10 of RFP (Indemnity)
38		General	Limitation of the Bidder's Liability towards the Purchaser	Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, 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 Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	RFP condition shall prevail. Please refer Clause no. 5.13 of RFP (Limitation of Liability)

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39		General	Non-solicitation	Bidder shall not hire employees of Tenderer or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of Tenderer directly involved in this contract during the period of the contract and one year thereafter.	Query is not clear

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40		General	Force Majeure	<p>1) Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>2) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.</p> <p>3) Unless otherwise directed by Tenderer in writing, the selected contractor shall continue to perform</p>	<p>RFP condition shall prevail. Please refer clause no. 5.2.5 of RFP (Force Majeure)</p>

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				<p>its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>4) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, Tenderer and the bidder shall hold consultations in an endeavour to find a solution to the problem.</p> <p>5) Notwithstanding above, the decision of Tenderer shall be final and binding on the bidder regarding termination of contract or otherwise</p>	

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41		General	Termination for Convenience	<p>1) In case of termination, Tenderer shall pay the bidder for all work-in progress, Services already performed, and expenses incurred by the bidder up to and including the effective date of the termination of this Agreement.</p> <p>2) Tenderer shall be entitled to terminate/cancel the purchase order at any time for the balance order quantity which is within the delivery schedule with no liability on either side and without assigning any reason thereof. However, the purchase order for the quantity which has already been offered for inspection shall not be cancelled and supply of the same shall be availed in due course of time.</p> <p>3) Bidder may terminate/cancel the contract by giving a written notice of 30 days in case:</p> <p>a) Its invoices are not paid on time</p> <p>b) If Tenderer fails to comply with the terms of agreement</p>	RFP condition shall prevail. Please refer Clause no. 5.5 of RFP (Termination of Contract)
42		General	Retention of copies	On payment of all bidder fees in connection with the Contract, Tenderer shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Contract, any Deliverables or work product for the purpose for which the Deliverables or work product were supplied. bidder retains all rights in the	RFP condition shall prevail. Please refer Clause no. 5.6.2 of RFP (Handing over on Termination / Completion)

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				Deliverables and work product, and in any software, materials, know-how and/or methodologies that bidder may use or develop in connection with the Contract.	
43		General	Non-Exclusivity	It is agreed that the services are being rendered on a non-exclusive basis and the bidder shall have the right to pursue business opportunities that it may in its sole discretion deem appropriate.	RFP condition shall prevail. Please refer Clause no. 5.6.2 of RFP (Handing over on Termination / Completion)
44		General		Since the operations has just begun we would not fulfill the criteria mentioned in the tender (2000-3000-20 Marks etc).We hence request you if you could consider amending to prior experience in providing support to any Metro would be helpful.	RFP condition shall prevail