

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

Request for Proposal

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

December - 2023

Issued by:

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

DISCLAIMER

This “RFP for Development, operation and maintenance of mobile application for first and last mile connectivity in Noida and Greater Noida Region” contains brief information about the scope of work and selection process for the Bidder. The purpose of this RFP document is to provide the bidders with information to assist the formation of their bid proposal.

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

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Persons/ entities/ Bidders / Applicants / Respondents / Agencies / Consortium partners submitting this proposal shall not be entitled for any type of reimbursement from NMRC. The Bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NMRC or any other costs incurred in connection with or relating to its Bid.

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NMRC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this RFP.

- a) **“Applicable Laws”** means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- b) **“Bidder” or “Tenderer”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Consortium and its Successor in title and assignee which is submitting its bid pursuant to RFP Document
- c) **Bid Processing Fee/Tender Processing Fee** means lump sum non-refundable amount towards Bid processing to be submitted by Bidder.
- d) **“Bid submission Due Date”** means Bid Submission end date and time given in the RFP
- e) **“Contractor”** means the Successful Bidder (sole bidder or consortium) after entering the contract with NMRC
- f) **“Corrigendum”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective Bidder
- g) **“Interest Free Security Deposit/ Performance Security/ Performance Bank Guarantee”** means interest free amount to be deposited by the Successful Bidder with NMRC as per terms and conditions as a security against the performance of the Agreement.
- h) **“Last 3 Financial Years”** means FY 2020-21, FY 2021-22, and FY 2022-23
- i) **“NMRC”** means Noida Metro Rail Corporation Limited (or “Corporation”)
- j) **“Party”** means Successful Bidder or Corporation (together they are called **“Parties”**)
- k) **“Period/ Tenure”** means total period of contract/effectiveness of contract unless otherwise prematurely discontinued
- l) **“Project”** refers to the implementation of the works defined in the Scope of Work defined in the RFP for Development, operation, and maintenance of mobile application for first and last mile connectivity in Noida and Greater Noida Region
- m) **“Re. or Rs. or INR”** means Indian Rupee
- n) **“Security/EMD (if any)”** means the refundable (In case of unsuccessful) amount to be submitted by the bidder along with Application documents to NMRC
- o) **“Successful Bidder”** means any entity (sole bidder or consortium) which scores the highest marks in both technical and financial bid and is awarded the “Letter of Award (LoA)”

The words and expressions beginning with capital letters and defined in this RFP document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

Data Sheet

1	Tender Name	Development, operation, and maintenance of mobile application for first and last mile connectivity in Noida and Greater Noida Region on self sustainable basis
2	Issuing Authority	Noida Metro Rail Corporation Ltd.
3	Duration of project	5.5 years + 2 Years (extendable on mutually agreed terms)
4	Method of Selection	Highest Revenue method (H1 model)
5	Consortium	Allowed (consortium of only 2 firms is permitted)
6	Address for queries/ clarifications	Noida Metro Rail Corporation Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcnoida@gmail.com
7	Website	www.nmrcnoida.com
8	Language for communication	English
9	Tender Fee	Rs.5,900/- (Rupees Five Thousand and Nine Hundred only) (non-refundable, inc. GST)
10	Earnest Money Deposit	Rs. 1,50,000 (Rupees One Lakh and Fifty Thousand only)
11	Performance Bank Guarantee	Rs.15,00,000/- (Rupees Fifteen Lakh only)
12	Bid Validity Period	180 days
13	Bid Currency	INR
14	Schedule of Bid Process	
	Task	Key Dates
	Publishing RFP	08.12.2023
	Pre bid Meeting	18.12.2023 at 11:00 hrs. (Physically)
	Location of Pre-Bid meeting	Conference Hall, Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcnoida@gmail.com
	Last date of receiving pre-bid query	Upto 18:00 hrs. on 18.12.2023 . The query must be sent in written hardcopy or on e –mail id – nmrcnoda @gmail.com in pdf as well as word format.
	Uploading response to pre-bid queries	27.12.2023
	Last Date and time of Bid Submission	Upto 15:00 hrs. on 05.01.2024
	Date of opening of Technical Bid	At 16:00 hrs. on 05.01.2024
15	Bank details for submitting Tender Fee & EMD	For Bid Processing Fee & EMD State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh - 201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.

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1. Section 1: General Information

1.1. Background

- a. 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 the public coming to these areas for education, service, and business.
- b. Noida Metro Rail Corporation (NMRC) desires to provide a world-class Public Transportation System with state- of-the-art technology. As such, the overarching criterion for setting up of the Corporation is to help create an efficient, safe, reliable, economical, and affordable public transport system for all the commuters. The Noida – Greater Noida metro corridor (Aqua line) is 29.707 km long which comprises of 21 metro stations starting from Noida Sector 51 in Noida and ends at Depot Station in Greater Noida. The commercial operations of metro system started from January-2019 and since then it is serving the needs of the people commuting between Delhi and Noida-Greater Noida. Alignment of operation Aqua line is placed here as Annexure 1.
- c. **To increase ridership, last mile connectivity is touted as one of the key factors in making a metro system successful and the objective of last mile connectivity is to provide easy access to the customers.** The intermediate para- transit possesses the potential to overcome the last-mile mass transit gap.
- d. Infrastructure can be developed through various interventions to bridge this gap which essentially is the purpose of last mile connectivity. With this understanding, enhancing the last mile connectivity infrastructure of NMRC can help in boosting revenue through fare-box as well as service to the people of Noida and Greater Noida.
- e. **Against the above backdrop, NMRC invites “RFP for Development, operation and maintenance of mobile application for first and last mile connectivity in Noida and Greater Noida Region.” As a result, the overall journey experience of commuters will improve. Commuters will also be provided with option of Shopping once the application is up and running. Business Entities may also advertise their products and services for better outreach.**
- f. NMRC shall evaluate the interest on the basis of evaluation criteria mentioned in this document. Based on the minimum eligibility criteria and technical evaluation, qualified bidders will be shortlisted for presentation in front of the Committee formed by NMRC, which decides on way forward.
- g. The Successful Bidder may provide the services as may be decided by NMRC committee as described in Section 2: Terms of Reference.

1.2. Communication

All communications regarding this RFP should be addressed to:

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

2. Section 2: Terms of Reference

2.1. Contract Period

The Contract shall be for a period of 5.5 years (i.e., five years and 6 months). The contract period may be further extendable for 2 more years on mutually agreed terms and conditions.

2.2. Scope of work

The Successful Bidder shall be responsible for development, operations, and maintenance of the application. The functional and system requirements of the application are given below.

2.2.1. Functional Requirement Specifications

2.2.1.1. Salient Features of the App

- i. Compatible with Android as well as IOS platform
- ii. Available in dual language, i.e., both English and Hindi
- iii. To be published on Playstore, Apple store etc.
- iv. Should be ultra-light for users
- v. Payment gateway (compliant with Payment Card Industry (PCI)-Data Security Standards (DSS)) integration for payment of registration fee
- vi. Messenger gateway integration to allow chat/ call between rider and driver after booking confirmation
- vii. SMS to be sent to user for OTP on registration or logging in the app
- viii. Service to be available in progressive web application (PWA) format as well
- ix. Web format to have 'phone compatible view' mode
- x. App/ web page will have three interfaces
 - a) Citizen interface
 - b) Driver interface
 - c) Administrative interface
- xi. SOS Button for driver as well as citizen interface of the app
- xii. Integration with police SOS system
- xiii. App/ web page to have tabs for rate cards (distance wise), metro map, google map, User manual and FAQs.
- xiv. App/ web page to have NMRC, DMRC and other metro maps in National Capital Region (NCR) and should be updated with new routes from time to time
- xv. Accessibility features to ensure usability for users with disabilities.
- xvi. The app shall use secure authentication methods for user login and registration (such as OTP based login (message should be auto fetched in the mobile app), 2-way authentication factor for web portal).
- xvii. The app shall maintain a responsive user interface with minimal loading times
- xviii. Open mobility network protocol:

The mobile application should be capable to publish and consume data on commonly published open mobility protocols and integrate with open mobility networks/platforms for seamless information interchange. The scope of the integration with at least 2 such protocols/platforms will be provided to be bidder at the start of the project. Also, it should be regularly upgraded (manually or automatically) according to the latest release published.

The Application should be open mobility compliant with following capabilities:

- xix. Provision to add more services in future
 - a) Metro
 - b) Cycle Share
 - c) Cab aggregators
 - d) Non-Motorized Transport (NMT)
- xx. Compliant to definition of Application Platform (AP)/ Buyer Platform in line with Open-Source Protocol specifications available on GitHub. (Refer <https://github.com/beckn/protocol-specifications>, <https://github.com/beckn/mobility>)
- xxi. Compliance to Open Network for Digital Commerce (ONDC) network policy and assistance to become buyer application network participant available on Open Network for Digital Commerce (ONDC) website
- xxii. The App should be able to interact and transact with other BPPs/Service providers using Beckn Protocol for Mobility
- xxiii. The App should be able to transact using latest Open Mobility Network (OMN) protocol
- xxiv. The service provider to ensure compliance to latest Open Mobility Network (OMN) Protocol available on Github address
- xxv. The service provider will have to comply with guidelines published by ONDC to qualify as a participant in Open Mobility Network (OMN)

2.2.1.2. Salient Features: Citizen Interface

- i. Sign up/sign in page on front end
- ii. Sign up need's details like name, phone number and e-mail which will be verified by OTP of Aadhar based mobile number.
- iii. Home page on logging in prompting for:
 - a) Pick up point
 - b) Drop off point
- iv. Screen comprising list of options available along with estimated fare, based on which citizen can select and submit suitable option
- v. Notification to nearest driver on selection by citizen
- vi. Citizen receives contact options, (message and calling option) to contact drivers
- vii. OTP is given to driver before starting the ride
- viii. The citizen can see map and the directions to the destination in the app once the ride starts
- ix. Suggested fare of trip should be visible on citizen interface
- x. The citizen gets to rate the driver based on various parameters once the ride is ended

- xi. The citizen can make the payment independent of the app
- xii. Citizen can share their live location and driver details with their kins
- xiii. Option to call 108 through app in case of an accident
- xiv. Citizen can send SOS message to kins/ emergency contact filled in the app or 100 number in case of an emergency

2.2.1.3. Salient Features: Driver Interface

- i. Sign up/sign in page on front end
- ii. On signing up,
 - a) The driver will be prompted to fill his and his vehicle's details, upload documents like Driving License and Registration certificate.
 - b) The admin officer receives the documents, verifies, and may accept, reject the documents along with comments like image not clear, etc.
- iii. On signing in:
 - a) Screen appears showing map and nearby drivers
 - b) Driver to receive option of accepting or rejecting a ride request, pick up and drop off point details shall be visible Tentative cost should be visible for the trip
 - c) If driver accepts the request, the option to contact the rider (message/ call) should get activated
 - d) The driver once reaches the point, can take the OTP to mark the start of ride
 - e) The driver gets to see directions on the map after the ride gets started
 - f) The driver gets to rate the rider on ending the trip
 - g) The driver can accept the payment independent of the app
 - h) Option to call 108 through app in case of an accident
 - i) Driver can send SOS message to kins/ emergency contact filled in the app or 100 number in case of an emergency
 - j) Driver (esp. female drivers) can share their live location with their kins

2.2.1.4. Salient Features: Administrative Interface

- i. Sign up/sign in page on front end
- ii. Screen showing dashboard of
 - a) Trips made (length wise, mode wise, purpose wise)
 - b) Revenue made through this app
 - c) Number and type of users
 - d) Grievances addressed to NMRC by drivers/ passengers
 - e) Ratings of drivers
 - f) SOS cases
 - g) Solution uptime/downtime

- iii. Admin should be able to download reports for various parameters like:
 - a) Drivers with ratings <3 stars
 - b) Drivers with major complaints
 - c) Trips made (length wise, mode wise, purpose wise)
 - d) Revenue made through this app
 - e) Number and type of users
 - f) Grievances addressed to NMRC by drivers/ passengers
 - g) SOS Cases
 - h) Solution uptime/downtime
- iv. Admin may ban some drivers from this app based on the complaints received for drivers for issues like overcharging
- v. Admin may assign 1-2 resources to keep a tab on complaints received and action required if any

2.2.2. System Design Requirements

2.2.2.1. General

- i. The overall system architecture shall include the journey planner application, backend server, third-party API integrations, and IT infrastructure components.
- ii. Solution Wire frame: Low and high-fidelity Wireframes of proposed screens shall be provided with scalability for new product integrations.
- iii. An API Gateway shall be used to manage and secure communication between the mobile app, backend server, and third-party APIs.
- iv. An SMS Gateway shall be used to manage SMS for OTP and other app related information.
- v. A disaster recovery plan shall be in place to ensure the continuity of services and minimize downtime in case of any infrastructure failure or data loss.
- vi. Regular data backups shall be performed to ensure data integrity and availability. The backup strategy shall include both on-site and off-site storage options.
- vii. Comprehensive system testing, including integration, and acceptance testing, to ensure the quality and functionality of the journey planner solution shall be performed by the Bidder before commissioning of the solution or its updates from time to time.
- viii. Seamless data exchange and interoperability between the journey planner solution and other systems or platforms, such as transportation provider systems, payment gateways, and open mobility networks shall be undertaken.
- ix. The app shall integrate with geolocation services for mapping and location-based functionalities.
- x. The app shall support integration with open mobility networks, allowing for seamless data exchange and collaboration between different transportation providers and platforms.

2.2.2.2. UI Design:

- i. The application shall have look and feel consistent with NMRC's branding. Relevant NMRC logo, color theme and project icon will have to be included in branding of the application.
- ii. The design theme for all screens shall be according to the wireframe and mockups screen shall be provided.

- iii. The solution shall provide flexibility for the app to switch to greyscale (Dark site concept).
- iv. The solution shall be able to give relevant alert messages and push notifications.

2.2.2.3. UX Design

- i. The solution shall be able to leverage OS-specific features e.g., camera, haptic, voice, location, etc.
- ii. The solution shall have design and implement a “How to” demo for first-time mobile app users.
- iii. The solution must be compatible with DOT regulations. Access to users with complete/partial hearing and visibility disorder.

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.

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.

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).
- ii. The system shall include security monitoring tools to detect and respond to potential security incidents and vulnerabilities.
- iii. Role-based access control shall be implemented to manage user access and permissions within the app.

2.2.2.7. Performance

- i. The app shall provide real-time updates on the availability of transportation options.
- ii. The app shall maintain a responsive user interface with minimal loading times.

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.
- ii. Payment gateway integration for payment of registration fee. (Allow various payment methods like debit card, credit card, internet banking, phone banking, UPI, etc.)
- iii. Messenger gateway integration to allow chat/ call between rider and driver after booking confirmation
- iv. The system shall be integrated with SOS service such as police and medical.
- v. App/ web page to be integrated with google map/ any other similar GIS based map for real time tracking of booked ride/ on-going ride.

2.2.2.9. Maintenance

The app shall receive regular updates to fix bugs, address security vulnerabilities, and incorporate new features and improvements.

2.2.2.10. Go- Live

- i. Go-Live Preparation: It shall be ensured that all necessary preparations are made, including final testing, data migration (if any), and user training, before launching the journey planner app.
- ii. Go-live plan shall be executed for making the solution available to users and initiating any required support and maintenance activities.

2.2.2.11. Documentation

- i. Technical Documentation: Detailed technical documentation, including system architecture, database schema, API specifications, and installation/configuration guides shall be provided.
- ii. User Manuals/ Control document for NMRC: User manuals to guide NMRC (admin) in effectively using the journey planner solution shall be provided.

2.2.2.12. Role of Successful Bidder

- i. The Bidder shall be responsible for the development, installation, and commissioning of the solution and shall also bear the complete cost of all the activities given in the scope of work of this RFP document. This includes but is not limited to hosting, server requirement, domain name, integration, etc.
- ii. The bidder shall prepare an exit management plan as per clause 2.4 of the RFP and shall bear the cost of activities mentioned in it including training the NMRC staff or its associates or post termination support it shall give to NMRC and /or the Replacement Agency.
- iii. The Bidder shall be responsible for arranging the software and tools required to undertake this work, including but not limited to the development, deployment, operation, and maintenance of the solution.
- iv. The Bidder shall be responsible for configuration and customization of the solution to the specific needs of the department.
- v. The Bidder shall be responsible for User Acceptance Testing (UAT) of the solution and ensure its functioning before launch/ commissioning of the solution or its updates
- vi. The Bidder shall be responsible to obtain sign-off from NMRC and stakeholders upon successful validation and completion of the acceptance testing, indicating that the solution meets the specified requirements and criteria.
- vii. The Bidder shall be responsible for encryption of all data transmitted between the mobile app, backend server and third-party APIs using industry standard encryption protocols
- viii. The solution must be hosted in India and must be secured and encrypted to ensure adequate security to the user's data. The Bidder shall be responsible for regular security audits and shall submit relevant certificate to NMRC
- ix. Provide technical support to the users throughout the contract period.
- x. Wireframe and Mockup etc. screen shall be provided by the Successful Bidder.
- xi. All the documentation shall be submitted to NMRC in portable data traveler and minimum 3 printed copies of requisite documents shall be submitted by the bidder to NMRC.
- xii. The Bidder shall conduct comprehensive quality reviews to evaluate the solution performance, usability, and adherence to the defined requirements and standards from time to time.
- xiii. The Successful Bidder is required to comply with all the statutory and other stipulations including but not limited to Labour Laws / Legal / Police / Taxation / Excise / STA / Transport Policy / MIETY / DOT, by any relevant ministry/ government authority and that issued by NMRC from time to time. NMRC shall not be liable in this regard, and it shall remain fully indemnified for the same.
- xiv. The Bidder shall deploy a dedicated support team to assist users with any technical issues or query.
- xv. Responsibility of publishing the app on Playstore and Apple store etc. will be of the Successful Bidder
- xvi. The Bidder shall provide admin level access to all data to NMRC

- xvii. The successful Bidder shall be responsible for highlighting any major issues/ grievances related to the journey planner application received from time to time and help in facilitating relevant data to NMRC for taking decisions like banning a driver from app on grounds of misconduct with passenger, etc.
- xviii. 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.
- xix. All the data collected / generated in the application developed by the Successful Bidder as per this RFP, shall be shared with NMRC from time to time. NMRC shall use this data for any purpose as and when required, subject to regulatory requirements and privacy norms.
- xx. NMRC shall not be responsible for projections and the revenue that the Bidder had quoted in commercial bid and shall not be reduced in any scenario. The assessment of cost for promotions to increase number of users, feedback surveys, outreach programs shall be the responsibility of the Bidder. NMRC can facilitate some publicity and outreach programs for the Successful Bidder, but NMRC shall not be liable to make any payment for such works.
- xxi. Bidder shall discuss and identify all reporting requirements as per NMRC business needs (internal, external, statutory etc.) including configurable Dashboard and MIS for various levels of user management.
- 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.

2.3. Role of NMRC

- i. On receiving written request of the Successful Bidder, NMRC shall assist in arranging stakeholder consultation meetings
- ii. NMRC shall deploy resources for approval of KYC of drivers registering on the portal/ application
- iii. NMRC shall deploy resources for the grievance redressal of the relevant grievances received on the application
- iv. On receiving written request of the Successful Bidder, NMRC shall help in obtaining data or information if available with government stakeholder departments
- v. On receiving written request from the Successful Bidder, NMRC shall help in arranging information and meetings related to current NMRC application from its developer.
- vi. NMRC will not be held liable for any accidents / claims / liabilities / or any criminal proceedings or statutory requirements at any time arising out of operation of the journey planner application or on account of any act / omission / default on the part of the Bidder or its non-compliance with the statutory requirements. The Bidder shall indemnify NMRC in this regard. As a safeguard measure to any possible litigation arising out of accidents / acts / omissions imploding NMRC, the Bidder shall be required to take adequate passenger liability insurance at its own cost.
- vii. NMRC will not be held liable for any third-party payments (if any) / claims / liabilities arising out of operation of the journey planner application in case of non-payment / default on the part of the Successful Bidder. The Successful Bidder shall indemnify NMRC in this regard. In case of an Event of Breach/ termination of Contract, the Successful Bidder shall be responsible for clearing all its dues to any third parties and shall submit the payment proofs to NMRC as part of the handover.

2.4. Exit Management Plan

- i. Bidder shall provide NMRC with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Project Implementation, the Operation and Management and Scope of work definition.
- ii. A detailed program of the transfer process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.

- iii. Plans for the communication with such of the Replacement Agency, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the system because of undertaking the transfer.
- iv. Plans for provision of contingent support to system and Replacement Agency/SI for a reasonable period (minimum 30 days) after transfer.
- v. Replacement Agency shall prepare and submit the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- vi. Each Exit Management Plan shall be presented by the Replacement Agency to and approved by NMRC or its nominated agencies.
- vii. During the exit management period, the then System integrator and Replacement Agency shall use their best efforts to deliver the services and smooth transitioning.
- viii. Bidder shall support for the transfer/migration of data/service to the Replacement agency finalized by NMRC.
- ix. All latest operations & technical manuals, configuration files etc., shall be handed over to NMRC at least 90 days before contract completion/exit.
- x. NMRC shall release the performance security to the bidder only after satisfactory Exit Management is achieved as part of the project and the bidder is obligated to perform all required additional functions to facilitate the same for a smooth transfer of the duties.
- xi. Six months prior to the contract ending, the bidder shall fully train NMRC's staff, or any other agency designated by NMRC, who is designated to take over the operation and maintenance of the operation/solution.
- xii. Bidder shall surrender requisite documents, manuals, complete data backups taken during the operation period, to NMRC.
- xiii. MEITY guideline to be followed for data retention.
- xiv. This Exit Management plan shall be furnished in writing to NMRC or its nominated agencies within 7 (seven) days from the receipt of notice of termination or 90 days prior to the expiry of Agreement.

In case the bidder fails to comply to clause 2.4, this shall be considered as Contractor's Event of Default. In such case, the Interest free security deposit/ PBG shall be forfeited (fully or partially based on NMRC's discretion) to NMRC as per the provisions of this Contract.

3. Section 3: Instructions to Bidders

3.1. General instructions

- a. A Bidder is eligible to submit only one Bid for the Project. A Bidder shall not be entitled to submit another Bid, as the case may be. Any Bidder, who submits or participates in more than one Bid/Proposal, would be disqualified. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedback, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- b. The Bidder shall carry out the services in compliance with the provisions of this RFP. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the documents, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- c. Bidder shall be evaluated on the basis of the Evaluation Criteria specified in this RFP.
- d. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.
- e. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of bid submission, shall not be eligible to submit the Bid.
- f. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Response to RFP by independently assessing the area of Noida/ Greater Noida, trying to understand the travel behavior, issues, and preferences of commuters as well as drivers. This shall be done at their own cost, NMRC shall not be held liable for the same.
- g. NMRC shall not be liable for any omission, mistake, or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.
- h. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).
- i. The RFP document shall not be transferable to any other bidder. The bidder who downloads the document and submits shall be the same.
- j. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- k. The response to the RFP shall be full and complete in all respects. Failure to furnish all information required in the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect shall be at the Bidder's risk and shall result in rejection of its Proposal.
- l. The bidder shall submit the bid at his own cost and NMRC shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over NMRC and NMRC shall be at liberty to cancel any or all bids without giving any notice.
- m. All materials submitted by the bidder shall be the absolute property of NMRC and no copyright /patent etc. shall be entertained by NMRC.

- n. The bidder may send in their queries by email at nmrcnoida@gmail.com. The format given in section 6 must be used for submitting queries, if any. The queries must be sent by email in excel or word format only.

3.2. Bid Processing Fee

- a. The bidder shall bear all costs associated with the preparation and submission of its bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bid process.
- b. This RFP document is available on the web site <http://etender.up.nic.in> and on NMRC website www.nmrcnoida.com to enable the bidders to view, download the RFP document. The bids can be submitted online up to the last date and time mentioned in Tender notice against this Tender. The bidders shall have to pay the tender processing fee as mentioned in **Data Sheet**. This fee shall be paid online and the receipt of payment with transaction id must be enclosed along with the bid. This tender processing fee shall be non-refundable. Tenders without tender processing fee in the prescribed form, will not be accepted.
- c. The Bidder shall furnish, as part of its Bid/ Response to RFP documents, a Bid Processing Fee of INR 5,900 (inc. GST) in form of receipt of online payment only in favour of Noida Metro Rail Corporation Limited and shall be enclosed along with the Bid documents. This shall be non-refundable. The Bank details for the online payment is as given below:
State Bank of India (SBI) (04077) – Sector 18, Noida
Gautam Budh Nagar, Uttar Pradesh - 201301
IFSC Code: SBIN0004077
A/c No. 37707840592
- d. MSMEs are exempted from this fee. In case of a Consortium, if both members of the Consortium are MSMEs, they shall be exempted from the Tender Fee/ Bid Processing Fee. No Exemption is permitted if any of the Consortium members are not MSMEs.

3.3. Contents of bid Document

The scope of work, bid procedure and contract terms and conditions are prescribed in the RFP document. The bid document includes:

- Section I : General Information
- Section II : Terms of reference (TOR)
- Section III : Instruction to bidders
- Section IV : Eligibility, Evaluation and Selection Process
- Section V : General Conditions of Contract (GCC)
- Section VI : Forms
- Section VII : Annexures

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

3.3.1. Acknowledgement by Bidder

It shall be deemed that by submitting the Response to the RFP, the Bidder has:

- a. Made a complete and careful examination of the RFP document.
- b. Received all relevant information requested from NMRC.
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of NMRC.
- d. Satisfied itself about all matters, things, and information, necessary and required for submitting an informed response to the RFP and understands the performance of all its obligations there under.
- e. Acknowledged that it does not have a Conflict of Interest; and
- f. Agreed to be bound by the undertaking provided by it under and in terms hereof.

3.3.2. Availability of RFP Document

This RFP document is available on NMRC website(www.nmrcnoida.com) under Tender Section (All) to enable the Bidders to view, download the RFP document and submit Proposals_up to the last date and time mentioned in the document.

3.3.3. Clarifications on Bid Document

- a. During evaluation of Tender, NMRC may, at its discretion, ask the Bidder for a clarification of his/her proposal. The request for clarification shall be in writing. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the CGM (Technical), NMRC only before or during Prebid Meeting held at NMRC. The envelopes/ communication shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: **RFP for Development, operation, and maintenance of mobile application for first and last mile connectivity in Noida and Greater Noida Region**".
- b. The responses will be posted to all such queries on the official website www.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.
- c. A pre- bid meeting shall be called on the date mentioned in **Data Sheet** at NMRC office. Any change corresponding to date, if any, shall be communicated to the bidders vide NMRC website/e-tendering website only.
- d. The Bidders are encouraged to submit their respective bids after visiting the Noida and Greater Noida area and ascertaining themselves the footfall, traffic, demand, and supply of IPT and likelihood of people joining this app, etc. that can help them in assessing the revenue and business model of the project. The Bidders may also look for any scope for additional facilities that can be lucrative for citizens to join the app which are not mentioned in the RFP but have the potential of adding more revenue.
- e. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- f. However, NMRC shall not entertain any correspondence from the Bidders during the period after Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with this RFP clauses.

3.3.4. Amendment of RFP Document

- a. At any time prior to the deadline for submission of bid, NMRC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the 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 through corrigendum and shall form an integral part of bid document. The relevant clauses of the bid document shall be treated as amended accordingly.
- b. It shall be the sole responsibility of the prospective bidders to check the web site <http://etender.up.nic.in> or Corporation's website www.nmrcnoida.com from time to time for any amendment in the tender document. In case of failure to get the amendments, if any, NMRC shall not be responsible for it.
- c. In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their bids, NMRC, at its discretion, may extend the deadline for the submission of bids. Such extensions shall be uploaded on the e-Procurement website <http://etender.up.nic.in> and Corporation's website www.nmrcnoida.com

3.4. Site visit and verification of information

It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/or any other matter considered relevant. It would be deemed that by submitting the Proposal, the Bidder has:

- a. Made a complete and careful examination and accepted the RFP Document in total.
- b. Received all relevant information requested from NMRC and
- c. Made a complete and careful examination of the various aspects of the scope of work

NMRC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

It will be imperative on each bidder to fully inform himself by visiting and examining the sites of all local conditions and factors like obtaining necessary permissions / approvals / licenses from the competent authority, and the maintenance thereof considering safety aspect etc., which may have any effect on the execution of work covered under this document and specifications.

It must be understood and agreed that all the factors have properly been investigated and considered by the bidders while submitting the proposals. No claim for financial adjustment to the contract awarded on these specifications and documents will be entertained by NMRC for any reason whatsoever. Neither any change in the time schedule of the contract nor any financial adjustment arising there from shall be permitted by NMRC, which is based on lack of such clear information or its effect on the cost of the work to the bidder.

3.5. Patent Claim

In the event of any claim asserted by a third-party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and NMRC is required to pay compensation to a third-party resulting from such infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. NMRC shall give notice to the successful bidder of any such claim and recover it from the bidder if required. During submission, if any Bidder obtains any information/ document from Third-Party it is at the Bidders risk and cost.

The data from this app shall be owned by NMRC. Any use of this data will require prior written permission from NMRC, subject to terms and conditions to be decided by NMRC.

3.6. Preparation and submission of Bids

3.6.1. Language for Bidding

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and NMRC shall be written in English language only.

Only English numerical shall be used in the RFP. The correspondence and documents in any other language must be accompanied by transcripts verified by the Embassy of Home Country or equivalent.

3.6.2. Documents constituting the Bid

The bid prepared by the bidder shall comprise the following components:

- a. **Technical bid** - Technical 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. Eligibility details: Qualification Details as per formats with supporting – includes copies of required documents in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the RFP and fulfil all the conditions of the Contract.
 - iii. Technical evaluation details: Details of all documents as required for technical evaluation in prescribed format given in the RFP.
- b. **Financial bid** – Financial bid will comprise of:
 - i. Price bid – the quotation of revenue to be shared with NMRC in XLS format to be filled in after downloading from the e-Procurement website for this tender.

3.6.3. E - Bid Form

The bidder shall complete the bid Form and the appropriate Price Schedule/BOQ furnished in the bid document.

3.6.4. Bid Currencies

All transactions/ payments related to this bid shall be in Indian Rupees only. All amounts mentioned in this document like various fee and security amounts are in Indian Rupees only.

3.6.5. Documents Establishing bidder's Qualification

The bidder shall furnish, as part of its technical bid, documents establishing the bidder's qualification to perform the Contract if its bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.

The documentary evidence of bidder's qualification to perform the Contract if its bid is accepted shall be as per Qualification Requirements specified in the RFP.

3.6.6. Format and Signing of bid

- i. The bidder shall prepare one electronic copy each of the Technical bid and Financial bid separately.
- ii. 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.

- iii. In case the Bidder 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 PDF format.
- iv. NMRC reserves the right to seek clarifications at any stage, from any Bidder, until the compliances are made by the Bidder as desired by NMRC in conformity with the RFP.

3.6.7. Submission of bid

- i. The bidder shall submit the bid online through a-tendering Portal only.
- ii. To view the Tender Notice, Detailed Time Schedule, RFP Document and its supporting documents, the bidder shall visit the following a-tendering portal.
- iii. The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the bidders to submit the bid online in response to this RFP 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 tender. Bidders should start the Bid Submission process well in advance so that they can submit their bid in time. The bidders should submit their bid considering the server time displayed in the e-Procurement website. This server time is the time by which the bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the tender schedule. Once the bid submission date and time is over, the bidders cannot submit their bid. For delay in submission of bid due to any reasons, the bidders shall only be held responsible.
- iv. The bids submitted by the Bidder shall comprise of the following three envelopes (Online submission only):
A three-envelope tender system shall be followed for the bid -
Envelope A: Comprising of Tender Fees, EMD and Eligibility Criteria as per guidelines
Envelope B: Comprising of Technical Proposal as per guidelines
Envelope C: Comprising of Financial Proposal as per guidelines
- v. The bidder shall ensure that all the required documents, as mentioned in the RFP are submitted along with the bid and in the prescribed format only. NMRC shall not accept delivery of Proposal in any manner other than that specified in the RFP. The Proposal delivered in any other manner shall be treated as defective, invalid, and rejected. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder if not found justified by NMRC. The bidder shall submit the reasons of deviation along with the bid submission and submit clarification sought by NMRC if any to substantiate any such deviation and the said clarification shall be binding on the bidder.
- vi. The Bidders participating first time for e tendering on NMRC's e-tendering Portal will have to complete the Online Registration Process for the e- tendering Portal. For any concerns or queries related to e-tendering, kindly email at nmrcnoida@gmail.com.
- vii. The bidders interested in participating in the on-line e-tendering process are required to obtain Class II or Class III Digital Certificates with signing and encryption/decryption facility. The bids shall be prepared & submitted online using individual's digital signature certificate.

NMRC reserves the right to cancel any or all bids without assigning any reason. NMRC shall not be held responsible for any cost incurred by the bidder in bid preparation.

The bidders must follow the following instructions for submission of their bid:

- i. For participating in bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in). The bidders must obtain a User Login Id and Password by registering themselves with tender portal if they have not done so previously for registration.
- ii. In addition to the normal registration, the bidder must 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 bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder 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.
- iii. For successful registration of DSC on e-Procurement website [http://etender. up.nic.in](http://etender.up.nic.in), the bidder 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 bidder can obtain User Login Id and perform DSC registration exercise above even before bid submission date starts. NMRC shall not be held responsible if the bidder tries to submit his/her bid at the last moment before end date of submission but could not submit due to DSC registration problem.
- iv. The bidder 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 bid Submission menu. After selecting and viewing the tender, for which the bidder intends to bid, from "My Tenders" folder, the bidder can place his/her bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the RFP document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of the RFP document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- v. After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the cost of bid document/ tender processing fee and EMD offline payment details. After entering and saving the cost of bid document/Tender processing fee and EMD details, the bidder 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, bid Form and Technical Specification details) and financial (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 bid shall be rejected.
- vi. Next the bidder should upload the Technical bid documents for Fee details (Cost of bid document/Tender processing fee and EMD), Qualification details. Before uploading, the bidder must select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder 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 bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, bid Form and Technical Specification details) and financial (bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- vii. The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of

the bid openers to ensure that the bid documents are protected, stored and opened by concerned bid openers only.

- viii. After successful submission of bid document, a page giving the summary of bid submission will be displayed confirming end of bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.

3.6.8. Deadline for Submission of bid

- i. Bid (Technical and Financial) must be submitted by the bidders 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).
- ii. NMRC may, at its discretion, extend this deadline for submission of bid by amending the bid document, in which case all rights and obligations of NMRC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.6.9. Late bid

Bids received by NMRC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

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 bid submission activity will be allowed till the permissible date and time scheduled in the RFP.

Once the bid submission date and time is over, the bidder cannot submit his/her bid. Bidder must start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during bid submission process.

3.6.10. Withdrawal and Resubmission of bid

- i. At any point of time, a bidder can withdraw his/her bid submitted online before the bid submission end date and time. For withdrawing, the bidder 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 bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder must click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also must enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder must confirm again by pressing "Ok" button before finally withdrawing his/her selected bid.
- ii. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity. Withdrawal of a bid during this interval may result in the bidder's forfeiture of his/her bid security.
- iii. The bidder can re-submit his/her bid as and when required till the bid submission end date and time. The bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised bid and the new bid submission summary generated after the successful submission of the revised bid will be considered for evaluation purposes. For resubmission, the bidder 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 bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed.

Click "View" to see the details of the bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised bid documents.

- iv. The bidders can submit their revised bids as many times as possible by uploading their bid documents within the scheduled date & time for submission of bids.
- v. No bid can be resubmitted subsequently after the deadline for submission of bids.

3.6.11. NMRC's right to accept any bid and to reject any or all Bids.

- a. Notwithstanding anything contained in this RFP, NMRC reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.
- b. NMRC reserves the right to reject any Bid if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by NMRC, the supplemental information sought by NMRC for evaluation of the Bids.
- c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the Bids have been opened and the highest-ranking Bidder gets disqualified / rejected, then NMRC reserves the right to take any other measure as may be deemed fit in the sole discretion of NMRC, including annulment of the Selection Process.

3.6.12. Bid Validity

- a. Bid shall remain valid for 180 days after the date of tender opening prescribed by NMRC. Any Bid valid for a shorter period shall be rejected by NMRC as non-responsive.
- b. In exceptional circumstances, NMRC may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its Bid security. A bidder granting the request will not be required nor permitted to modify its Bid.

3.6.13. Correspondence with the Bidder

- a. Save and except as provided in this RFP, NMRC shall not entertain any correspondence with any Bidder or its Partners in relation to acceptance or rejection of any Bid.
- b. No Bidder or its representative shall contact NMRC on any matter relating to their bid from the time of opening
- c. Any effort by the Bidder or by its Partners to influence NMRC in the Tender evaluation, bid comparison, may result in the rejection of his Bid.

3.7. Earnest money deposit (EMD) (if any)

- a. The bidder shall furnish, as part of its bid, a bid security/ EMD as mentioned in Data Sheet in form of receipt of online payment only in favour of Noida Metro Rail Corporation Limited in the A/c mentioned in Data Sheet. Scanned copy of receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the bid. Tender without Earnest Money in the prescribed form, will not be accepted. The Bank details for the online payment is as given below:

State Bank of India (SBI) (04077) – Sector 18, Noida
Gautam Budh Nagar, Uttar Pradesh - 201301
IFSC Code: SBIN0004077

A/c No. 37707840592

Bidders shall be required to submit EMD for which Bid is submitted.

- b. MSMEs are exempted from this fee. In case of a Consortium, if both members of the Consortium are MSMEs, they shall be exempted from the Tender Fee/ Bid Processing Fee. No Exemption is permitted if any of the Consortium members are not MSMEs.
- c. Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- d. Unsuccessful Bidder's EMD shall be returned promptly as possible after the conclusion or discharge of the Bid process.
- e. The successful Bidder's EMD will be adjusted with Performance Security/ PBG, if applicable, to be submitted by the Bidder upon signing the contract.
- f. No interest will be paid by the NMRC on the Earnest Money Deposit.
- g. The bid EMD may be forfeited if a bidder
 - i. withdraws its bid during the period of bid validity specified by the bidder on the bid Form; or
 - ii. does not accept the correction of errors or
 - iii. modifies its bid price during the period of bid validity specified by the bidder on the bid form or
 - iv. in case of a successful bidder, if the bidder fails to sign the Contract with NMRC.

3.8. Bid Opening

- i. Envelope A comprising of Tender Fee, EMD and documents of Eligibility Criteria shall be opened initially in the presence of the bidder/ representatives of bidder who choose to attend and the same shall be evaluated. In case the bidder is an MSME and seeks exemption to Tender Fee and EMD, the
- ii. Envelope B - Containing the Technical Proposal (to be submitted by Bidder as per guidelines) shall be opened in the presence of the Bidder/ representatives of Bidder who choose to attend, at the address, date and time specified in the RFP.
- iii. At the end of the evaluation of the Technical Proposals, NMRC shall invite bidders who have qualified for the opening of the Envelope C - Financial Proposals. The date, time, and location of the opening of Financial Proposals shall be informed by NMRC separately and individually to qualified bidders.

3.8.1. Opening of Technical bid by NMRC

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

3.8.2. Opening of Financial bid

- i. After evaluation of technical bid, through the evaluation committee NMRC shall notify those bidders whose technical bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial bids will not be opened. NMRC will simultaneously notify the bidders, whose technical bids were considered acceptable to NMRC. The notification may be sent by e-mail provided by bidder.
- ii. The financial bids of technically qualified bidders shall be opened in the presence of bidders who choose to attend, and date for opening of financial bids will be communicated to the Technically Qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the bidder.

3.8.3. Correction of Errors

- a. Financial Bids determined to be responsive & will be checked by NMRC for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- b. The amount stated in the Financial Bid will be adjusted by NMRC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his e-Bid Security shall be liable for forfeiture in accordance with RFP Clause.

3.8.4. Examination of e-Bid document

- a. The NMRC will examine the e-Bid to determine if:
 - i. They are complete;
 - ii. They meet all the conditions of the RFP document & its addendum/corrigendum (if any)
 - iii. The required e-Bid Processing fee, EMD and other required documents have been furnished
 - iv. The documents have been properly digitally signed; and
 - v. The e-Bids are in order.
- b. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

3.9. Clarification of bid

- i. During evaluation of bid, NMRC may, at its discretion, ask the bidder for a clarification of his/her bid. The request for clarification and the response shall be in writing.

3.10. Evaluation process of bid

- a. NMRC shall form a Technical Evaluation Committee (TEC) which will be evaluate the technical and Financial Bids of the Bidders.

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

- b. The Bidders who qualify on Eligibility Criteria Envelope 'A' shall be considered for Technical evaluation- Envelope 'B'.

- c. Technical Evaluation: The Bidders with Technical Score of 60.00 Marks or above in Technical Evaluation (Envelope B), shall be considered to be eligible for Financial Evaluation (Envelope C).
- d. The Tender Recommendation Committee (TEC) reserves the right to accept or reject any or all bids without giving any reasons thereof.

All bids submitted shall also include the following:

- i. Filled in Bid Submission forms as per the tender document (as mentioned in the RFP)
- ii. Certified Copies of relevant pages of following documents:
 - o Letter of Incorporation/ Memorandum and Articles of Association showing objectives of the Company/Firm
 - o Place of Registration
 - o PAN of the company
 - o GST of the company
 - o Power of Attorney/ Board Resolution/ Letter of Authority for Authorized Signatory
- e. The bids of the bidders not submitting certified copies mentioned above documents shall be rejected.
- f. It shall be the discretion of NMRC to decide as to whether an bid fulfils the evaluation criterion mentioned in this RFP or not.
- g. The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The bids of the bidders having financial bid document in the technical bid will outrightly be rejected.

3.10.1. Contacting NMRC

- a. Any effort by a Bidder to influence NMRC in its decisions on Bid evaluation, shortlisting for selection may result in rejection of his Bid.
- b. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Metro works and legal proceeding can also be initiated. EMD (if any) of such Bidder shall be forfeited.

3.10.2. Confidentiality

- a. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NMRC in relation to or matters arising out of or concerning the Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation, and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- b. NMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NMRC or as may be required by law or in connection with any legal process.

3.11. Award of Contract

3.11.1. Award Criteria

- a. NMRC will award the contract as per evaluation criteria stated in the RFP Document.

- b. NMRC will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the RFP document and meeting the eligibility requirement of the RFP document.

3.11.2. NMRC's right to accept any bid and to reject any or all bids

NMRC reserves the right to accept or reject any bid, and to annul the bid process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

3.11.3. Notification of Award (NOA)

- a. Prior to the expiration of the period of bid validity, NMRC will notify the successful bidder in writing by letter/e-mail/fax, that its bid has been accepted.
- b. The notification of award will constitute the formation of the Contract.

3.11.4. Signing of Contract

At the same time as NMRC notifies the successful bidder that its bid has been accepted, the successful bidder shall have to sign the contract agreement.

3.11.5. Other points related to tender document

- i. 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.
- ii. All entries by the bidders should be legible.
- iii. The bidder 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.
- iv. 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.
- v. No additions or alterations are permitted in the tender papers, if bidder does so, the same shall not be considered and such tender is liable to be rejected.
- vi. Any tender not fulfilling all the conditions is likely to be ignored / rejected without assigning any reason.
- vii. The scanned copy of both receipts of Tender Processing Fee and EMD 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.
- viii. No refund of the cost of bid document/ Tender processing fee is claimable for tenders not accepted or for tenders not submitted.
- ix. Conditional tender may not be accepted.

For the interested Bidders of this Tender Document

The Companies/Firms who are interested to participate in Tender are requested to get them registered and get their signature digitalized with competent authority by depositing prescribed fee. The Companies/Firms registered shall be allowed to participate only in tenders floated after their registration.

4. Section 4: Eligibility, Evaluation and Selection Process

4.1. Eligibility Criteria

- a. The Bidder satisfying the minimum eligible criteria as defined in the RFP shall be considered for technical Evaluation as below

Sr. No.	Eligibility parameter	Supporting Documents
1	<p>a. Bidder should be a Registered partnership firm, public limited company, private limited company or limited liability partnership firm (LLP), or Consortium of any of the above can submit the application. The firms and the companies should be registered in India. Consortium members should be comprising of not more than two members including Lead Bidder and the other Consortium Member.</p> <p>b. Bidder should be compulsorily registered with the GST (Goods & Service Tax) network under Indian law.</p>	<p>Bidder shall provide copies of the following:</p> <ul style="list-style-type: none"> • Certificate of incorporation/Deed of Partnership • CGST/ SGST Registration details • GST certificate
2	<p>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> <p>In case of a Consortium, any Consortium member may fulfil the criteria, or the consortium members may jointly fulfil the criteria. As mentioned in clause 4.1.1, the experience of only substantial consortium members will be considered for evaluation.</p>	<ul style="list-style-type: none"> • Copy of Work Order/ LOA • Completion certificate from client. For ongoing projects, certificate of partial completion shall be shared <p>Refer formats in section 6.</p>
3	<p>Average annual turnover of the bidder during the last 3 financial year shall not be less than INR 40,00,000 (INR Forty Lacs Only)</p> <p>*Note: Refer clause 4.1.1 for consortium case</p>	<ul style="list-style-type: none"> • Financial Capacity as per format in section 6 of RFP. • Audited financial statements for each of the last three years / CA certificate on its Letter Head (CA membership number should be clearly mentioned and visible in the certificate. • A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years i.e., financial Years (2019 – 20, 2020 – 21 & 2021 - 22) (For all the members in case of Consortium)

Sr. No.	Eligibility parameter	Supporting Documents
		<p>Note:</p> <ul style="list-style-type: none"> In case the audited balance sheet of the latest financial year is not yet available, then the bidder(s) is required to submit financial statements/ reports for F.Y. 2019-20, 2020-21 and 2021-22 along with an affidavit and a certificate from the Statutory Auditor/ Chartered Accountant duly certifying that the balance sheet for F.Y. 2022-23 has not been audited so far.
4	<p>Bidder should have a positive net worth in each of the last three financial years.</p> <p>In case of consortium, Lead bidder and Consortium member must have Positive net worth as on last date on audited last financial year.</p>	<ul style="list-style-type: none"> Financial Capacity as per format in section 6 of RFP. Audited financial statements for each of the last three years / CA certificate on its Letter Head (CA membership number should be clearly mentioned and visible in the certificate. A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years i.e., financial Years (2019 – 20, 2020 – 21 & 2021 - 22) (For all the members in case of Consortium) <p>Note:</p> <ul style="list-style-type: none"> In case the audited balance sheet of the latest financial year is not yet available, then the bidder(s) is required to submit financial statements/ reports for F.Y. 2019-20, 2020-21 and 2021-22 along with an affidavit and a certificate from the Statutory Auditor/ Chartered Accountant duly certifying

Sr. No.	Eligibility parameter	Supporting Documents
		that the balance sheet for F.Y. 2022-23 has not been audited so far.
5	Bidder (all consortium members in case of consortium) should not be currently blacklisted or banned by any Govt. Department/ Govt. Agency/ PSU in India for corrupt or fraudulent practices or non-delivery or non-performance in last five years.	An undertaking duly attested by the notary should be provided. Refer format in section 6.
6	Certification <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 	Certificate

After short listing the Bidders based on the eligibility criteria, NMRC Shall evaluate eligible bidders for technical evaluation mentioned in the RFP

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

- i. Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership/Consortium & duly notarized power of attorney
- ii. Self-attested copy of PAN card of the company/firm/Partnership/Consortium; the GST registration and current self-attested copy of ITR of the last three financial years (For all the members in case of Consortium) & TAN No. (if applicable)
- iii. Power of Attorney and Board Resolution for Authorized Signatory or Authorized partner(s)

Also, all the pages shall be required to be signed by the Authorized Signatory.

4.1.1. Consortium conditions for eligibility and evaluation of consortium members

In case of a Bid by a Consortium of firms, following shall be abided by their members:

- i. For the purpose of evaluation of the consortium each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium or JV. Illustration: Say If "A" and "B" are two members of Consortium. "A" has 70% equity holding in Consortium and "B" has 30% equity holding. In such a condition, 70% of A's turnover and 30% of B's turnover will be taken for the calculation of eligibility of the Consortium.

- ii. The Lead Member of the shall maintain a minimum percentage share of **51%** by way of owners equities/capital of the aggregate shareholding of the Consortium during full tenure of Agreement.
- iii. Any change in percentage stake of Consortium members without prior written approval of NMRC shall be treated as Material Breach of Contract and Operator's Event of Default entitling NMRC to encash Interest Free Security Deposit/Performance Security and /or to terminate the Agreement after 30 days' notice.
- iv. Minimum percentage stake of any member in Consortium during contract period shall not be less than 15%.
- v. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of Consortium.
- vi. All members of such entity shall be jointly and severally liable for the due performance of Agreement.
- vii. For the purpose of eligibility and scoring on the basis of human resource requirement in clause 4.2, the CV of resource from any of the substantial consortium member shall be acceptable.
- viii. Draft consortium agreement to be submitted as part of Envelope A, as per format given in Section 6 of RFP .

4.2. Information of the Technical Evaluation and Presentation Proposal

Technical evaluation is based on the bid documents submitted by Bidders as per the parameters given below.

Sr. No.	Evaluation parameter	Maximum Marks	Supporting Documents
E1	<p>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>	30	<ul style="list-style-type: none"> ▪ Copy of Work Order/ LOA ▪ Completion certificate from client. For ongoing projects, certificate of partial completion shall be shared ▪ Number of transactions shown in bank account certified by CA ▪ Refer formats in section 6.
E2	<p>Human Resource*</p>	20	CV of resources (Refer formats in section 6.)

Sr. No.	Evaluation parameter	Maximum Marks	Supporting Documents
	Note: Refer clause 4.1.1 for consortium case		Relevant abstract of PF/ESI reference
	<p>1. Team Leader</p> <p>Education: MBA / PGDM - 1 mark</p> <p>Min 10 years of overall work experience - 1 mark</p> <p>Experience in transportation projects in rail or bus transportation sector- 2 marks</p> <p>Experience in 1 large scale project worth project value of INR 1,00,00,000. The work done should involve conceptualisation, development and implementation of app including activities like customer acquisition, training, integration, operation & maintenance and over program monitoring services. - 1 mark</p>	5	CV of resource
	<p>2. Developer and Mobile Technology Expert</p> <p>Education: B.E/ B. Tech in Computer Science / Electronics/equivalent/ MCA- 2 marks</p> <p>Min 8 years of relevant experience development of such app/web portal-3 marks</p>	5	CV of resource
	<p>3. Finance and Payment Expert</p> <p>i. Education: B.E/ B. Tech in Computer Science / Electronics/equivalent/ MCA- 2 marks</p> <p>ii. Min 5 years of relevant experience -3 marks</p>	5	CV of resource
	<p>4. UI/UX Design Expert</p> <p>Education: B.E/ B. Tech in Computer Science / Electronics/equivalent/ MCA- 2 marks</p> <p>Min 5 years of relevant experience -3 marks</p>	5	CV of resource
E3	<p>Average Annual Turnover</p> <p>Last three financial years</p> <p>Equal to Rs. 40 Lakh = 10 marks</p> <p>Between Rs. 40 to 50 Lakh = 15 Marks</p> <p>More than Rs. 50 Lakh = 20 Marks</p> <p>Note: Refer clause 4.1.1 for consortium case</p>	20	<ul style="list-style-type: none"> • Financial Capacity as per format in section 6 of RFP. • Relevant Audited financial statements for each of the last three years / CA certificate on its Letter Head (CA membership number should be clearly mentioned and visible in the certificate. • A copy of the Audited

Sr. No.	Evaluation parameter	Maximum Marks	Supporting Documents
			<p>balance sheets and Profit and Loss Statements for the last 3 (three) financial years i.e., financial Years (2019 – 20, 2020 – 21 & 2021 - 22) (For all the members in case of Consortium)</p> <p>Note:</p> <ul style="list-style-type: none"> In case the audited balance sheet of the latest financial year is not yet available, then the bidder(s) is required to submit financial statements/ reports for F.Y. 2019-20, 2020-21 and 2021-22 along with an affidavit and a certificate from the Statutory Auditor/ Chartered Accountant duly certifying that the balance sheet for F.Y. 2022-23 has not been audited so far.
E4	<p>Presentation</p> <p>i. Company Credentials includes establishment, experience, turnover, expertise- 5 marks</p> <p>ii. Relevant experience and understanding of project- 5 marks</p> <p>iii. Technical landscape of solution- 5 marks</p> <p>iv. Business Strategy including revenue streams, breakeven point, revenue forecast- 10 marks</p> <p>v. Publicity strategy to gain more user base- 5 marks</p>	30	Bidder shall present in front of the NMRC committee
	Total (E1+E2+E3+E4)	100	

Note: The Bidder who scores more than 60 marks in technical evaluation (E1+E2+E3+E4) based on their bids shall only be considered qualified for Financial Bid Opening

*All the human resources as mentioned in above table shall be available on all working days at Project location from contract signing.

Successful bidder shall deploy only those human resources for which profile submitted in bid document. Successful bidder shall submit requisite documents of all human resources to NMRC for evaluation and further verification as per the criteria defined in E2: Human resource above.

Replacement will be allowed in case any of the following holds true for the human resource based on the supporting evidence/documents submitted.

- i. Resignation and Medical emergency of human resource subject to furnishing of appropriate relieving certificate to NMRC.
- ii. Any unavoidable circumstance with appropriate reasons provided in writing and agreed by the NMRC.

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.
- ii. NMRC shall invite the eligible bidders to make a presentation to the NMRC evaluation committee
- iii. NMRC shall update the eligible technical Bidders the date and time for such presentation to the committee.

4.4. Contact during Proposal Evaluation

- a. 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 firms/companies are advised to refrain from contacting by any means, NMRC and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded
- b. Any effort by a Bidder to influence NMRC in its decisions on bid evaluation, or contract award may result in rejection of his Bid.
- c. In the event of any information furnished by the bidder is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- d. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:

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

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

4.5. Project Financial Terms

4.5.1. Fee for the Project

- 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.
- 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**.
- c. The successful bidder shall make all the arrangements as deemed necessary to increase user penetration at its own cost.
- 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.
- 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.
- f. Revenue shall include earnings from all aspects related to this application
- g. An Escrow account shall be set up for the Successful Bidder where all the revenue from 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.

4.5.2. Payment Terms

Unless otherwise specified, the Successful Bidder shall be pay NMRC on monthly basis on seventh day of every month (i.e. on every 07/mm/yyyy). In case of delay of breach of contract, the Successful Bidder shall be penalized as per the service level agreement (annexure 2) of the RFP.

4.5.2.1. Non-Payment of Revenue Share and Other Dues& Subsequent actions

- a. Non-payment of Revenue Share and other dues, as mutually agreed between both parties in the Contract, within the prescribed date shall constitute Material Breach of Contract and Event of Default under this Agreement and shall entitle NMRC to terminate the Agreement as per provisions stipulated in the Agreement. Besides, any delay in payments of the amount becoming due on the due date shall constitute Material Breach of Agreement by the Successful Bidder & in that case the Successful Bidder shall pay the penalty as per the Service Level Agreement in Annexure 2 of the RFP.

- b. Successful Bidder whenever made any payments shall advise the details of payments made to NMRC through email. In the case of non-submission of such details, initially Third-party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of NMRC), then others dues / liabilities like electricity dues (if any), etc, and lastly License fee shall be accounted for. The details of all payments made by the Successful Bidder during the project tenure related to this project shall be submitted with payment proofs like transaction number, etc. in the exit management plan.
- c. In case payment is not made by due date, a penalty will be charged as per the Service Level Agreement given in annexure 2 of this RFP. In case of delay in payment beyond 45 days, a 15 day notice to cure the Successful Bidder's Event of Default shall be issued. In the event of Successful Bidder failing to cure the Default within Fifteen (15) day's notice period, NMRC shall be entitled to terminate the Agreement with issuance of Thirty (30) days termination notice and shall be free to forfeit Interest Free Performance Bank Guarantee /Performance Security and freeze the Escrow account and follow the procedure and take action as per clause 5.6 of the RFP and take other such action available to it under this Agreement and as per law.
- d. Any representation or any request by the Successful Bidder in this regard shall only be entertained if the Successful Bidder deposits 100% dues as per issue/demand including the penalty applicable as per the Service Level Agreement given in annexure 2 of the RFP within 16th day of issue of Thirty (30) days Termination Notice, along with a written request in the matter.
- e. Interest Free Security Deposit/Performance Security/ Performance Bank Guarantee shall be forfeited on termination of contract due to any event of default by the Successful Bidder after adjustment of any dues payable by the Successful Bidder to NMRC. The actions mentioned in clause 5.6 will also be applicable.
- f. In no case, due payments to NMRC shall be allowed to remain outstanding and unpaid for a period of more than 90 days. If at any stage, the dues remain unpaid and outstanding for the period of more than 90 days, the Agreement will stand automatically terminated without giving any notice to the Successful Bidder and Interest Free Security Deposit / Performance Security / Performance Bank Guarantee and advance revenue share received, if any, shall stand forfeited in favour of NMRC after adjustment of any dues payable to NMRC by the Successful Bidder. The actions mentioned in clause 5.6 will also be applicable.

4.6. Project Timeline

The Bidder shall stick to the following timeline to complete the tasks. In case of delays, the Bidder shall be penalised or terminated based on SLA defined in Annexure 2. The project duration is 5.5 years with 90 days for development and go-live of the application and 63 months for implementation. This contract is extendable by 2 years.

Sr. No.	Task	Timeline	Deliverable
Phase I	Development and stabilisation	Duration: 90 days	
1.	Signing of contract	T	
2.	Development and Testing of the application		
2.1	Submission of project charter, deployment of human resource as per RFP+ Submission of project plan	T+7 days	Deployment compliance report and project plan
2.2	Final submission of solution design document comprising technical and functional requirements and	T+ 20 days	Technical Solution Report

	integration plan including NMRC inputs on solution design		
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
2.4	Third party certificates	T+45 days	Compliance Report + Certificates
2.5	Hosting and deployment with all technical and functional requirements as per RFP and design document including load testing of minimum 1 lakh to 1.5 lakh transactions daily.	T+ 80 days	Field test + Report
3.	Go Live of application: Complete commissioning and Go Live as per scope of work + overall solution stability	T + 90 days	Field test + Report
Phase II	Operations and maintenance	Duration: 63 months	
4.1	Monthly reports to be submitted (on every 5 th working day of the month) which shall include details of: <ul style="list-style-type: none"> • New registrations, transactions, daily hits on the app • AMC tasks undertaken and grievances reported and addressed. • Revenue details from escrow account (transactions and revenue) • SLA Compliance if any 	Monthly	Monthly status report

- i. NMRC reserves the right to cancel the contract if the selected Bidder fails to deliver as per the stipulated timelines mentioned above for implementation schedule.
- ii. All the milestones above will be subject to be assessed by NMRC or its appointed Third-party agency / Project Monitoring Consultant (PMC) during the implementation phase.
- iii. NMRC reserves the right to appoint Third-party agency(ies) for conducting technical and financial audit of the system. The Selected Bidder will have to provide access to its system and relevant data for such audit to be conducted. The cost of such audits shall be borne by the Successful Bidder.

4.6.1. Letter of Award and Execution of Agreement

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/ EMD 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.

4.6.2. Interest Free Security Deposit / Performance Security/ Performance Bank Guarantee (PBG)

- a. The selected Successful Bidder shall pay Interest Free Security Deposit / Performance Security to NMRC in advance equivalent to the amount of **Rs.15,00,000/- (Fifteen Lakh Rupees Only)**. The interest free Security Deposit/ Performance Security shall be accepted in the in form of DD/ Bankers' Cheque / FDR/ 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 Bidder.
- b. In case of a Consortium, the PBG is to be submitted in the name of the Consortium. However, splitting of the performance security (while ensuring the security is in the name of Consortium) and its submission by different members of the Consortium for an amount proportionate to their participation ratio or otherwise is also acceptable.
- c. EMD amount of successful bidder shall be adjusted in the performance security.
- d. Before the start of work by the Successful Bidder, Agreement will have to be signed by him at his cost on proper stamp paper. Without performance guarantee by Successful Bidder, Contract shall not be signed.
- e. Failure to submit PBG within timelines, which the contract will be deemed to be cancelled.
- f. Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the Contract period and 3 months i.e., **5.5 years + 3 months** from commencement date of agreement or any extended period thereof or in case of surrender of Contract as per the provisions of the Agreement, after adjusting any dues payable to NMRC and after final settlement, without consideration of any interest after completion of agreement.
- g. NMRC reserves the right for deduction of NMRC dues/penalties from Bidder's Interest Free Security Deposit / Performance Security for
 - i. Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Successful Bidder
 - ii. Any amount which NMRC becomes liable to the Government / Third party due to any default of the Successful Bidder or any of his director/ employees/ representatives/ servant/ agent, etc.
 - iii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - iv. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- h. Once the amount under above Clause is debited, the Bidder shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Bidder Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Agreement.

5. Section 5: General Conditions of Contract (GCC)

5.1. General Provisions

5.1.1. Governing law and jurisdiction

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the acceptance of bid has been issued. Any dispute arising between the parties or arising out of this project, or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District court located in Gautam Buddha Nagar, Uttar Pradesh, India.

5.1.2. Notices

- a. Any notice, request or consent required or permitted to be given or made pursuant to these general conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.
- b. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address in the Contract.

5.1.3. 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 Corporation or the Successful Bidder may be taken or executed by the officials as formally designated by each party.

5.1.4. Taxes and Duties

- a. The Taxes, as applicable from time to time, shall also be borne by Bidder
- b. All statutory taxes, statutory dues, local levies, penalties as applicable shall be cleared by Bidder.
- c. The Bidder shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this Contract.
- d. The Bidder and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.

5.1.5. Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents, and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of Contract. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract, NMRC may reject a Bid, withdraw the NOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder or associate, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMRC shall be entitled to forfeit & appropriate Security Deposit/ PBG (interest free), as the case may be, as Damages, without prejudice to any other right or remedy(ies) available to NMRC under RFP and/ or Agreement, or otherwise.
- b. Without prejudice to the rights of NMRC as per the RFP herein above and the rights and remedies which NMRC may have under the evaluation, NOA or the Contract or otherwise if a Bidder/ Contractor/ Successful Bidder, as the case may be, is found by NMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice,

fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Contract, such Bidder/ Contractor shall not be eligible to participate in any tender issued by NMRC during a period of 3 (three) years from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
- i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
 - ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.
 - iii. "Collusive practices" means a scheme or arrangement between the Bidder/ Successful Bidder, with or without the knowledge of the Corporation, designed to establish prices at artificial, non-competitive levels.
 - iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
- d. Measures to be taken:
- i. The Corporation shall have right to cancel the engagement of the Successful Bidder, if found to be indulged in corrupt, fraudulent, collusive, or coercive practices either during the selection process or during / after the execution of the contract.

5.2. Commencement, Completion, Modification, Arbitration and Termination of Contract

5.2.1. Effectiveness of Contract

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

5.2.2. Commencement of Services

The Successful Bidder shall begin carrying out the Services from the date of acceptance of Notice of Award or any such date as specified by the Corporation.

5.2.3. Expiration of Contract

Unless terminated earlier pursuant to RFP 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/ Contract unless otherwise terminated prematurely.

5.2.4. 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.

5.2.5. Force Majeure

- a. **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.

- b. **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, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event
 - i. has taken all reasonable precautions, due care, and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
 - ii. has informed the other Party as soon as possible about the occurrence of such an event.
- c. **Extension of Time:** Any period within which a Party shall, pursuant to 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.
- d. **Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Successful Bidder may freeze the operation/ revenue sharing with NMRC, with written permission from NMRC.

5.3. Material breach of contract / Events of Default

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

- a. If at any time during the subsistence of the Agreement, there is non-conformity to the Agreement or any time during the Agreement, the Bidder indicates its unwillingness to abide by any clause of this Agreement or repudiates the Agreement.
- b. If the Successful Bidder/ Contractor is in persistent non-compliance of the written instructions of NMRC officials.
- c. If the Successful Bidder/ Contractor fails to pay revenue share to NMRC as per the terms and conditions of Contract/ RFP
- d. If the Successful Bidder/ Contractor fails to submit the exit management plan as per the terms and conditions of Contract/ RFP
- e. If the Contractor or any of its representatives cause an incident or accident that results in injury or death to NMRC employees/commuters/ rickshaw drivers/citizens or loss to NMRC property or property of rickshaw drivers registered in the application.

5.4. If any of the above Material Breach and Bidder Events of Default happens, then

- a. NMRC, after giving due notice to the Contractor to Cure the Default, shall be entitled to terminate the Agreement with a 30-day termination notice. For the avoidance of Doubt, it is clarified that the Cure Period available to the Contractor shall be as provided in various Clauses and sub-clauses of the Agreement as may be applicable.
- b. NMRC shall issue a notice to the Contractor to cure the defaults, failing which the under proceedings shall be initiated as per schedule/notice period defined in the RFP document/ Contract.
- c. In all other cases of Contractor's Event of Default where specific notice period is not provided, NMRC shall issue a Notice to Contractor to cure the Default within 30 days. If the Contractor fails to cure the Default within 30 days, NMRC after giving a final 30 days' notice shall be

entitled to terminate the Agreement, in such case the Interest free security deposit/ PBG shall be forfeited to NMRC as per the provisions of the Contract.

- d. In event of material breach the Bidder shall be liable for payment of a liquidated damage of INR 2,00,000 or termination of Contract based on discretion of NMRC. In this case, the decision of NMRC shall be final.
- e. The termination of the Contract shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

5.5. Termination of Contract

5.5.1. Termination by NMRC

1. NMRC may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in the RFP clauses. In such an occurrence, NMRC shall give a written notice of termination to the Contractor of not less than 30 days.
2. The contract shall be terminated in the following cases.
 - a. If the Contractor does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as NMRC may have subsequently approved in writing.
 - b. If the Contractor becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
 - c. If the Contractor, in the judgment of NMRC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - d. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than 60 days.
 - e. If the Contractor submits to NMRC a false statement which has a material effect on the rights, obligations, or interests of NMRC.
 - f. If the Contractor places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to NMRC.
 - g. If the Contractor fails to share the revenue as per the agreed terms in the Contract with NMRC/ fails to pay the license fee to statutory authorities /local bodies as mentioned in the RFP, NMRC may make judgment regarding the delay in submission of the same, the reasons for which shall be recorded in writing. NMRC may recover the same from Performance Bank Guarantee and the Contractor shall have next 15 working days to submit the same, failing to which NMRC may give one chance to the Contractor to submit the same.
 - h. If the Contractor fails to comply with any final decision reached because of arbitration proceedings.
3. In the event NMRC terminates the Contract in whole or in part, pursuant to the RFP, NMRC may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed. However, the Contractor shall continue performance of the Contract to the extent not terminated.

5.5.2. Termination by Contractor

The Contractor may terminate this Contract, by not less than 30 days' written notice to NMRC, such notice to be given after the occurrence of any of the events specified in RFP:

1. If, because of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than 60 days.

2. If NMRC fails to comply with any final decision reached because of arbitration pursuant to GCC Clause of RFP.

5.5.3. Termination of contract for death

If the Contractor is an individual or a proprietary concern and the individual or the Proprietor dies and if the Agency is a partnership concern and one of partners die then unless the Officer in Charge (OIC), is satisfied that the legal representative of the individual or the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the OIC shall be entitled to cancel the contract as to its incomplete part without the Corporation being in any way liable for payment of any compensations to the estate of the Contractor and/or to the surviving partners of the Contractor on account of the cancellation of the contract. The decision of the OIC, that the legal representative of the Contractor or the surviving partners of the Contractor cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation, the Corporation shall have discretion to hold / not hold the estate of the Contractor and/or the surviving partners of the Contractor liable in damages for not completing the contract.

5.6. Handing over on Termination / Completion / Surrender of Contract

5.6.1. Handing over on Surrender of Contract

- a. In case of Termination / Completion of the Agreement, the Contractor shall hand over to NMRC or its authorized representative peaceful vacant possession of all Sites, data, access to the server and application, domain name, as may be applicable. Contractor shall remove all the equipment, etc. (as may be applicable) from NMRC premises/ stop the use of NMRC logo as an associate, handover the data and access to server, backend, source code, etc. of the app, within 30 days of grace period after the termination /surrender/ completion. If, the Contractor fails to do the same within the grace period, then after lapse of this 30 days grace period, NMRC shall take over the joint Escrow account and freeze it, NMRC shall be free to dispose-off the said earnings in whatsoever manner as it deems fit. Contractor shall have no claim for compensation or consideration / damages on this account. Contractor shall have no claim for compensation or consideration / damages after completion of grace period on this account. If Contractor fails to pay the penalty, the same shall be adjusted from the Interest Free Security Deposit / Performance Security/ PBG available with NMRC.
- b. NMRC reserves the right for deduction of NMRC dues from Contractor's Interest Free Security Deposit / Performance Security/ PBG for:
 - i. Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
 - ii. Any amount which NMRC becomes liable to the Government/Third-Party due to any default of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.
 - iii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Bidder / Successful Bidder (firm) or any person duly empowered in his behalf.
 - iv. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- c. Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Security/ PBG to the extent the amount is debited within 15 days period, failing which, it shall be treated as Event of Default and NMRC will be free to take action as per the relevant provisions of this RFP document.

- d. On Operational Ground: NMRC reserve the rights to terminate the Agreement by giving 30 days advance notice on operational ground. The Agreement will stand terminated on expiry of 30 days' notice. The Interest free Security deposit/ PBG will be refunded after adjusting outstanding dues payable to NMRC, if any. The Bidder voluntarily agrees not to seek any claim, compensation, damages, or any other consideration whatsoever on any ground in this regard.

5.6.2. Handing over on Termination / Completion

- a. In case of Termination / Completion of the Agreement, the Contractor shall hand over to NMRC or its authorized representative peaceful vacant possession of all Sites, data, access to the server and application, source code of the application, domain name, as may be applicable. Bidder shall remove all the equipment, etc. (as may be applicable) from NMRC premises/ stop the use of NMRC logo as an associate, handover the data and access to server, backend, source code etc. of the app, within 30 days of termination /completion. If, the Contractor fails to do the same within the grace period of 30 days, then after lapse of this 30 days grace period, NMRC shall take over the joint Escrow account and freeze it, take over any earnings at NIL value; NMRC shall be free to dispose-off the said earnings in whatsoever manner as it deems fit. Contractor shall have no claim for compensation or consideration / damages on this account. NMRC shall be free to dispose-off the earnings in whatsoever manner as it deems fit. Contractor shall have no claim for compensation or consideration / damages after completion of grace period on this account. If Contractor fails to pay the penalty, the same shall be adjusted from the Interest Free Security Deposit / Performance Security/ PBG available with NMRC.
- b. The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

5.7. Obligations of Bidder

- a. General

The Contractor shall always act, in respect of any matter relating to the Contract or to the activities, as faithful to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with any third-parties.

- b. Standard of Performance

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

- c. Conflict of Interests

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

- d. Prohibition of Conflicting Activities

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

e. Confidentiality

Except with the prior written consent of the Corporation, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information, maps, images, reports, etc. acquired in the course of the activities/services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the activities/ services. This clause shall survive even after expiry of the Contract.

f. Accounting, Inspection and Auditing

The Contractor shall keep accurate and systematic accounts and records in respect of the activities 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 basis thereof.

5.8. Good Faith

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

The Successful Bidder shall ensure and procure compliance of each of the Key Performance Indicators as indicated in Service Level Agreement and shall be penalized on failure to comply.

5.9. Settlement of Disputes

5.9.1. Amicable Settlement

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

5.9.2. Conciliation

In the event of any dispute, difference of opinion or dispute or claim arising out of the Agreement or breach, termination, shall firstly be attempted to be settled by conciliator appointed/nominated by ED NMRC on receipt of such requests from either party. The conciliator shall make the settlement agreement. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an Arbitration Award under the Arbitration and Conciliation Act 1996. If the conciliation failed, the party may refer the matter to Arbitration to resolve the disputes

5.9.3. Arbitration

All disputes relating to the Agreement or claims arising out of or relating to this agreement or breach, termination, or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Managing Director, NMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs. 2.00 crores and to a panel of three Arbitrators if total value of claims is more than Rs. 2.00 crores. NMRC shall provide a panel of three Arbitrators for the claims up to Rs. 2.00 crores and a panel of five Arbitrators for claims of more than Rs. 2.00 crores. Contractor shall have

to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed.

NMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose

the third presiding Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.

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

The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

5.9.4. Jurisdiction

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

5.9.5. Cost

The cost of arbitration shall be borne equally by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

5.10. Indemnity

The Successful Bidder shall indemnify and hold harmless NMRC, from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Successful Bidder, his representative, or his employees in the execution of the Services. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to:

- a. sickness, or disease, or death of, or injury to any person; and
- b. loss of, or damage to, or destruction of any property including consequential loss of use

5.11. Miscellaneous

- a. The employees shall be the employees of Bidder only and shall not be construed under any circumstances as employees of NMRC. Bidder hereby indemnifies NMRC against the claims made by Bidder's employees against NMRC.
- b. The Bidder hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Bidder hereby indemnifies NMRC against any liability arising in connection with the employment of its personnel in the said premises by Bidder. Bidder hereby undertakes to carry out police verification of its employees and submit the copy of same to NMRC in accordance with NMRC's policies regulations prevalent at that time.

- c. Bidder shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Bidder and these personnel shall at no point of time be construed to be employees of NMRC and the Bidder shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Bidder shall indemnify NMRC from any claims that may arise in connection with above.
- d. In case of non-payment of penalties and other dues or any other reasons whatsoever, the Bidder voluntarily agrees to and permits "NMRC" to disconnect all support including publicity of the application, any logo of the bidder NMRC had allowed (on the application, at metro station premises, at rickshaw stands or any other areas) and any office location if NMRC had facilitated for them temporarily for the Successful Bidder. The Bidder agrees voluntarily and also undertakes not to seek any claim, compensation, damages, or any other consideration whatsoever, which may arise due to such disconnection by the NMRC.
- e. That the Bidder shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and NMRC shall not be liable or responsible for any of the act or omissions committed on the part of the Bidder.
- f. The Bidder agrees voluntarily and unequivocally to make all penalties as may be due on due date, without waiting for any formal invoice from the NMRC.
- g. Misuse - The Bidder shall not share the user data with any third-party. In case, the Bidder carries on any business or uses the data/ app/ web platform for any other purposes other than that defined in the SoW of this RFP, or for something non-compliant to the relevant laws and its provisions on data security, and their amendment from time to time, the Contract shall deem to have been misused unless authorized by NMRC in writing and NMRC shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so, initiated shall be that of the Bidder only. The Bidder will indemnify and keep indemnified NMRC for any losses on this account.
- h. Compliance with the Law - The premises and the equipment and the appurtenances thereto (except those installed by NMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Contracted premises. The Bidder at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Bidder shall comply with all applicable statutes, ordinances, rules, and regulations of central, state governments, municipal bodies, traffic police, transport authorities, state road transport corporations and all applicable rules and also regulations of the Fire department. The Bidder shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the MD, NMRC or any official of NMRC. Non-compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Bidder shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi-judicial body / authority. The same shall be the responsibility of Bidder. The Bidder will have to upgrade the application security features to comply with the Central Government laws and guidelines as amended from time to time at no additional cost to NMRC.

5.12. General

- i. 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 Successful Bidder.
- ii. The RFP & Contract are to be taken as mutually explanatory & supplementary to each other & unless otherwise expressly provided in this RFP, in the event of any conflict between them, the priority shall be in following order: -
 - 1. Contract
 - 2. RFP Document

i.e., the Contract above shall prevail over RFP document.

5.13. Limitation of Liability

- i. The Client (and any others for whom Services are provided) shall not recover from Bidder, 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 Bidder, 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.
- ii. To the fullest extent permitted by applicable law and professional regulations, Client shall indemnify Bidder 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 Bidder have specifically authorized, in writing, the third-party's reliance on the Report

6. Section 6: Forms

6.1. Form 1: Format for Covering Letter

Date:

To,

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

Sub: Response to RFP for Development, operation, and maintenance of mobile application for first and last mile connectivity in Noida and Greater Noida Region

Dear Sir,

1. With reference to your RFP document dated _____, I/We the undersigned am/are hereby expressing our Interest to RFP for Development, operation, and maintenance of mobile application for first and last mile connectivity in Noida and Greater Noida Region.
2. We understand that NMRC intends to initiate the mobile application project to create a seamless transportation experience for commuters. Further, the issue of this RFP does not imply that NMRC is bound to appoint any bidder, as the case may be, for the Project.
3. We hereby declare that we are neither blacklisted/debarred firm nor have contracts, which have been terminated/ foreclosed by any company / Govt. Department/ Govt. Agency/ PSU in India during the last 5 (five) years for corrupt or fraudulent practices or non-delivery or non-performance or due to non- fulfilment of Contractual obligations.
4. 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 RFP document.
5. We hereby declare that all the information and statements made in this Response to the RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. Our bid submission is binding upon us.
6. We have prepared our application for the captioned project as specified in RFP Document.

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

(Name and Title of the Signatory)

(In the capacity of)
Company Seal

(Name and address of the Entity)

6.2. Form 2: Firm Details

- i. State the structure of the Bidder's organization (Bidders to complete/delete as appropriate):
Sole Bidder/Consortium.....
- ii. For Bidders who are individual companies or firms, State the following: -
Name of Company or Firm
- iii. Legal Status (e.g., incorporated private company, proprietorship, Partnership, JV etc.).
.....
- iv. Registered Address: -
.....
.....
- v. Year of Incorporation.....
- vi. Principal Place of Business.....
- vii. Name of Contact Person.....
Contact Person's Title.....
Address, Telephone, Facsimile number & email ID of Contact Person:-
.....
.....
.....
- viii. In case of Consortium, State the following: -

Sr. No.	Name of Lead Members	Legal Status	Registered Address & Principal Place of Business	Percentage Participation (equity)
1				
2				

Authorized contact person (from lead member):
.....

Contact person's title:-
.....

Address, telephone, facsimile, and e-mail ID of contact person:
.....
.....
.....
.....

Signature of Authorized Signatory with seal

Note:- The Bidder is requested to submit Affidavit in case of a Sole Proprietorship which is duly notarized Letter of Incorporation, MOA & AOA in case of company, Partnership Deed along with

partnership registration certificate in case of Partnership Firm & LLP & MOU & JV agreement in case of JV Consortium & others for legal status of tenderer.

*Strike Out whichever is not applicable

6.3. Form 3: Capability Statement

It is Compulsory for the Bidder to fill this statement and the Bidder must upload those document that support this statement

Reference No: _____

Name of Work: _____

Name of Bidder: _____

Sr. No.	Eligibility Criteria	(To be filled by the Bidder)											
1	Registered partnership firm, public limited company, private limited company or limited liability partnership firm (LLP), or Consortium of any of the above can submit the bid. The firms and the companies should be registered in India. Consortium members should be comprising of not more than two members including Lead Bidder and the other Consortium Member.												
2	<p>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> <p>In case of a Consortium, any Consortium member may fulfil the criteria, or the consortium members may jointly fulfil the criteria. As mentioned in clause 4.1.1, the experience of only substantial consortium members will be considered for evaluation.</p>												
3	<p>Average annual turnover of the bidder during the last 3 financial year shall not be less than INR 40,00,000 (INR Forty Lacs Only)</p> <p>Note: For the purpose of evaluation of the consortium each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium. Refer Clause 4.1.1 for details of calculation.</p>	<table border="1"> <thead> <tr> <th data-bbox="1007 1442 1185 1583">FY</th> <th data-bbox="1185 1442 1364 1583">Annual Turnover (INR)</th> </tr> </thead> <tbody> <tr> <td data-bbox="1007 1583 1185 1650">2020-21</td> <td data-bbox="1185 1583 1364 1650"></td> </tr> <tr> <td data-bbox="1007 1650 1185 1718">2021-22</td> <td data-bbox="1185 1650 1364 1718"></td> </tr> <tr> <td data-bbox="1007 1718 1185 1785">2022-23</td> <td data-bbox="1185 1718 1364 1785"></td> </tr> <tr> <td data-bbox="1007 1785 1185 1852">Avg.</td> <td data-bbox="1185 1785 1364 1852"></td> </tr> </tbody> </table>		FY	Annual Turnover (INR)	2020-21		2021-22		2022-23		Avg.	
FY	Annual Turnover (INR)												
2020-21													
2021-22													
2022-23													
Avg.													
4	<p>Bidder should have a positive net worth in each of the last three financial years.</p> <p>In case of consortium, Lead bidder and Consortium member must have Positive net worth as on last date</p>	<table border="1"> <thead> <tr> <th data-bbox="1007 1870 1185 1960">FY</th> <th data-bbox="1185 1870 1364 1960">Net Worth (INR)</th> </tr> </thead> <tbody> <tr> <td data-bbox="1007 1960 1185 2029">2020-21</td> <td data-bbox="1185 1960 1364 2029"></td> </tr> </tbody> </table>		FY	Net Worth (INR)	2020-21							
FY	Net Worth (INR)												
2020-21													

Sr. No.	Eligibility Criteria	(To be filled by the Bidder)	
	on audited last financial year.	2021-22	
		2022-23	
5	Bidder (applies to all consortium members in case of consortium) should not be currently blacklisted or banned by any Govt. Department/ Govt. Agency/ PSU in India for corrupt or fraudulent practices or non-delivery or non-performance in last five years.		
6	<p>Certification</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. 		

Signature of Authorized Signatory with seal

6.4. Form 4: Relevant Experience Format

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

Attach documentary proof for each of the experience mentioned above.

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

6.5. Form 5: Financial Capacity

A. Details of Turnover

S. No.	Particulars of Turnover	Details (INR)
1	2022-23	
2	2021-22	
3	2020-21	
	Average annual turnover for the last 3 FYs	

Details of Net Worth

S. No.	Particulars of Net Worth	Details (INR)
1	2022-23	
2	2021-22	
3	2020-21	

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____ (Name of bidder), we M/s _____, Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY _____, _____ & _____ is correct.

Signature and Seal of Chartered Accountants/Statutory Auditors (with membership no. & UDIN) Undertaking (if applicable)

Undertaking (if applicable)

I/ We _____ (M/s _____) declare that the Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared.

Signature of Authorized Signatory with seal

(Name & Designation of Authorized Signatory)

In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts.

Attach Documentary proofs: Audited Financial Statements and Turnover Certificate

6.6. Form 6: Commercial Bid Format

Table 1: Commercial Bid Format

Parameter	*Revenue to be shared with NMRC over a period of 5.5 + 2 years (INR) (percentage of total revenue)
Revenue to be shared with NMRC	

**Note: Revenue or 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. The share of the same shall be quoted above.*

1. Escrow account to be setup for revenue reconciliation
2. 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.
3. The above amount shall be excluding GST
4. Payment shall be made to NMRC on monthly basis
5. The successful bidder shall be responsible for payment of all relevant taxes on the income from this project
6. Revenue shall include earnings from all aspects related to this application

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

6.7. Form 7: Undertaking for non-blacklisting

Name of Work: RFP for Development, operation, and maintenance of mobile application for first and last mile connectivity in Noida and Greater Noida Region

I confirm that I/ Bidder/ any of the Consortium members [Bidder name] has not been blacklisted/ banned for corrupt and fraudulent practices by any Govt. Department/ Govt. Agency/ PSU in India for corrupt or fraudulent practices or non-delivery or non-performance in last five years.

I confirm that I / Bidder/ any of the Consortium members [Bidder name] [have/ don't have any] pending litigations, non-performing contracts, and surrendered contracts during last 5 years.

Signature of the Bidder with seal

Dated:

Witness:

Address:

Occupation

Note:

- 1. To be signed by the Bidder/ lead member in case of a Consortium**
- 2. Please provide the list of all the pending litigations, non-performing contracts, and surrendered contracts during last 5 years by the Bidder/ Consortium, if any**

6.8. Form 8: Undertaking of Financial Liability on Bidder

Name of Work: RFP for Development, operation, and maintenance of mobile application for first and last mile connectivity in Noida and Greater Noida Region

We confirm that [Bidder Name] have understood the terms and conditions of the project and as the project is planned to operate on revenue sharing/ self-sustainable model, NMRC is not liable in any sort whatever during entire project period. I/ We shall indemnify NMRC at all times.

Signature of the Bidder with seal

Dated:

Witness:

Address:

Occupation

Note:

- 1) **To be signed by the Bidder**

6.9. Form 9: Memorandum

Name of Work: RFP for Development, operation, and maintenance of mobile application for first and last mile connectivity in Noida and Greater Noida Region

I/We agree to keep the quoted rate open for acceptance for 180 days from the due date of submission thereof and not make any modification in its terms and conditions. I/We/ any of the consortium members hereby declare that I/We/ consortium members shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of NMRC.

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

Note: To be signed by the Bidder/ lead member in case of a Consortium

6.10. Form 10: 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>11. Detailed Tasks Assigned</p> <p>[<i>List all tasks to be performed under this assignment</i>]</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[<i>Among the assignments in which the staff has been involved, indicate the following information for those assignments that 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>
--	--

	Client Contact details _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	--

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: _____

6.11. Form 11: Escalation Matrix

Level	Name	Designation	Role/ Responsibility	Phone Number	Mail Id
1					
2					
3					

6.12. Form 12: Pre - bid query format

Sr. No.	Page no. of RFP document	RFP Clause / Section number	RFP Clause description	Query / Suggestion/

The queries must be sent by email in excel or word formats.

6.13. Form 13: Performance Bank Guarantee

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks from/payable at _____, (Noida, Uttar Pradesh) only on non-judicial stamp paper of appropriate value)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as selected Bidder) submitting the response to RFP inter alia for "Development, operation and maintenance of mobile application for first and last mile connectivity in Noida and Greater Noida Region", at [Insert name of the place] in response to the RFP dated _____ issued by Noida Metro Rail Corporation Limited (hereinafter referred to as NMRC) and NMRC considering such response to the RFP of [insert the name of the selected Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and Development, operation and maintenance of mobile application for first and last mile connectivity in Noida and Greater Noida Region and issuing Letter of allocation No to (Insert Name of selected Bidder) as per terms of RFP and the same having been accepted by the selected bidder. As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably, and unconditionally pay to NMRC without demur at Noida forthwith on demand in writing from NMRC or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Total Value] only, on behalf of M/s [Insert name of the selected bidder].

This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with this RFP] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. (Rs only). Our Guarantee shall remain in force until [Insert date of validity in accordance with this RFP]. NMRC shall be entitled to invoke this Guarantee till..... [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the NMRC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NMRC, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to NMRC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require NMRC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NMRC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Noida shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NMRC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by NMRC or to exercise, levy or enforce any distress, diligence, or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until [Date to be inserted on the basis of this RFP] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NMRC serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.....

For

..... (Insert name of bank) Banker's Stamp and full address Dated this day of

....., 20.....

6.14. Form 14: Power of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory’s authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for ‘ _____ ’ (Insert Name of Work) in response to the RFP Document dated _____ issued by Noida Metro Rail Corporation (“NMRC” or “the Corporation”), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP Document. Signed by the within named

.....[Insert the name of the executant company]

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS 1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Notes:

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executants (s) in this regard.
2. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
3. Also, wherever required, the executants (s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executants (s).

6.15. Form 15: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To

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

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (Insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

*Please strike out whichever is not applicable

Note:- In case of JV (Consortium)/Association, MOU of the same is required.

6.16. Form 16: Power of Attorney for Lead Member of Consortium

Whereas Noida Metro Rail Corporation Limited (NMRC) has invited applications from interested parties for the _____ (Insert the name of work) (the "Project").

Whereas, _____, _____, and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s _____having our registered office at _____,M/s. _____ having our registered office at _____,M/s. _____having our registered office at _____,and _____having our registered office at _____,(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S _____ having its registered office at _____,being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the NMRC, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the NMRC.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____20...

For _____
(Signature)

(Name & Title)

For _____
(Signature)

(Name & Title)

For _____
(Signature)

(Name & Title)

Witnesses:
1.
2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate

(Indicative Only, must be submitted as appropriate)

6.17. Form 17: Undertaking for Responsibility for Consortium Members

(On Rs. 100/- stamp paper duty notarized)

_____ as a lead member of the consortium of _____ companies – namely _____ (complete name with address) jointly & severally undertake the responsibility in regards to the agreement with NMRC in respect of licensing of _____ (Insert Name of Tender):

1. That, we solely undertake that _____ (Name of the company /consortium member) shall conduct all transactions/ correspondence and any other activity in connection with agreement pertaining to “_____ (Insert Name of Tender).
2. That, all consortium members are jointly or severally responsible for all commitments /liabilities / dues etc. to NMRC.
3. That, we further confirm that, the stake holding of lead member - _____ (Name of the company /consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties without prior permission of NMRC subject to Agreement (to be executed with NMRC) provisions.
4. We also confirm that our consortium was made on Dt. _____, for seeking “_____”(insert name of tender) and in support of which a copy of our Board Resolution is attached with this undertaking.

(Authorized / CEO of all _____ consortium members to sign on undertaking with witness signatures)

1. _____
2. _____
3. _____
4. _____
5. _____

Witness

- 1.
- 2.

*Strike out whichever is not applicable

6.18. Form 18: Draft Consortium Agreement

(To be executed on Stamp paper of appropriate value) This Consortium Agreement/Memorandum of Agreement is executed at _____ on this _____ day of _____, 20.....

BETWEEN

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 1956/2013 and having its registered Office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 1956/2013 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

Whereas Noida Metro Rail Corporation Limited (hereinafter referred to as 'NMRC') has invited Bids for the _____ (insert name of work) in terms of the RFP documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by NMRC for participating in the bid by the Consortium for which the Bid has been floated by NMRC. AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves. AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for _____ (insert name of work) in terms of the Bid invited by Noida Metro Rail Corporation Ltd., (NMRC). 2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by NMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid Contract, in case the Consortium turns out to be the successful bidder in the bid being invited by NMRC for the said purpose.

That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for _____ (insert name of work). 4. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.

That the shareholding of the members of the Consortium for this specified purpose shall be as follows: I. The Lead Member shall have _____ per cent (____ %) of shareholding with reference to the Consortium for this specified Agreement. II. The Participant Member shall have _____ (____ %) of shareholding with reference to the Consortium for this specified Agreement. That in case to meet the requirements of bid documents or any other stipulations of NMRC, it becomes necessary to execute and record any other

documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of NMRC.

IN FAITH AND TESTIMONY WHERE OF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (_____)	2.(_____)
Authorized Signatory	Authorized Signatory (_____)
(_____)	
For (Name of company)	For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

6.19. Form 19: Bid Details - Checklist

The following list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

Sr. No.	Particulars	Supporting Documents	Attached (Yes/ No/ N.A)	Page No. (Mandatory)
	Bid Processing Fees	Receipt of payment		
	Earnest Money Deposit	Receipt of payment / Udyam certificate in case of an MSME. The certificate should be valid at the time of bid submission.		
	Self-attested copy of Letter of incorporation			
	Self-attested copy of Memorandum and Article of Association showing objectives of the Company/affidavit in case of Sole proprietorship /partnership deed along with partnership registration certificate in case of partnership firm (including LLP), MOU and other agreement like JV agreement in case of JV or consortium			
	Self-attested copy of PAN card of the company/firm;			
	Self-attested copy of the GST registration			
	Self-attested copy of current Valid ITR of last three financial years			
	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years (For all the members in case of Consortium)			
	List of Pending Litigations, Non-Performing Contracts and Surrendered Contracts during last 5 (five) years			
	Form 1: Covering Letter			

	Form 2: Firm Details			
	Form 3: Capability Statement			
	Form 5: Financial Capacity			
	Form 7: Undertaking for non-blacklisting			
	Form 8: Undertaking of Financial Liability on Bidder			
	Form 9: Memorandum			
	Form 14: Power of Attorney			
	Form 15: Statement of Legal Capacity			
	Form 16: Power of Attorney of Lead Member of Consortium			
	Form 17: Undertaking for Responsibility for Consortium Members			
	Form 18: Consortium Agreement			
	Any other document asked by the NMRC if submitted, specify the documents Or Any other document which the Tenderer considers relevant			

Signature of Authorized Signatory with seal

Name:

Date:

7. Section 7: Annexures

7.1. Annexure 1: Existing ridership and vehicles registered in Noida and Greater Noida Region

Parameter	2019	2020	2021	2022	2023*
Average Daily Ridership of Noida Metro (as on 31 st July 2023)	18,510	12,576	14,058	30,632	43279

*Upto 30th July 2023

Parameter	Number
Number of auto rickshaws	22,195
Number of battery rickshaws	13,513
Number of cycle rickshaws	15,000
Number of cabs	18,239

*Upto Dec 2022

Source: vahan.parivahan.gov.in/vahan4dashboard/ and Rickshaws in dire need of infrastructure and regularisation | Latest News India - Hindustan Times

Note: It is the responsibility of the Bidder to verify these numbers, NMRC shall not be liable for any variation in these numbers.

7.2. Annexure 2: Service Level Agreement

Performance Indicator	Metric	Deductible amount	Breach of contract
Hosting and Go-live of application	Delay in number of days	INR 10,000 for delay of every 15 days in delivery	Contract shall be terminated for delay beyond 45 days for go-live of application (i.e. upto T+135 days)
Downtime of 1 hour or beyond	Number of hours of Unscheduled Downtime Note: Scheduled downtime if not notified to NMRC 3 days prior shall be considered unscheduled downtime.	INR 500 for every hour of downtime per day.	In case of an occurrence of downtime of 24 hours that repeats beyond 3 times in a span of 90 days, the contract shall be terminated.
Delay in payment to NMRC	Number of days delayed in monthly payment	Interest on principal amount of revenue @ 18% (rate per annum) on monthly compounding basis.	Contract shall be terminated beyond delay of 90 days
Frequent complaints related to payment getting stuck, any other inconveniences	Number of complaints that do not get resolved within 15 days	INR 500 per day for every complaint that does not get resolved within 15 days, i.e. INR 500 added per day beyond 15 days.	For more than 500 complaints which are not resolved within 30 days from date of report of complaint, the contract shall be terminated.
Deployment of human resource during hosting and Go-live	No changes shall be made during hosting and Go-live period	INR 25000 per day beyond 15 days up to 30 days.	Contract shall be terminated beyond delay of 30 days
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
Replacement of human resource at request of NMRC due to non-	Alternate CV must be submitted within 15 days from the date of request	INR 10000 per day beyond 15 days up to 30 days.	Contract shall be terminated beyond delay of

performance of resource (O&M period)	received from NMRC. Note: Replacement CV to meet the required criteria mentioned in 4.2. Information of the Technical Evaluation and Presentation Proposal, E2 Human Resource.		30 days
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Note: The human resource to be deployed under this contract must be dedicated in nature. However, NMRC reserves the right to request the successful bidder to replace the assigned human resource if they are not performing to a level of satisfaction. After written notification, the successful bidder will provide CV of appropriate candidates meeting this RFP criteria within Fifteen (15) days for review and approval by NMRC. The successful bidder must replace the human resource within fifteen (15) working days from the date of approval of replacement. If one or more human resource become unavailable / leaves the project for any reason midway under the contract, the successful bidder must notify NMRC at least 1 week in advance and obtain the approval prior to making any substitution. In notifying NMRC, the successful bidder shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement human resource in sufficient detail to permit evaluation of the impact on the project. Acceptance of a replacement human resource by NMRC shall not relieve the successful bidder from responsibility for failure to meet the requirements of the contract.

7.3. Annexure 3: Draft Contract Agreement

THIS AGREEMENT made on theday of 2023 at Noida, District Gautam Budh Nagar, Uttar Pradesh Between Noida Metro Rail Corporation Limited (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India represented by of the company, by virtue of his designation and authorization by Shri/Smt....., Managing Director, NMRC (hereinafter called as the "**Employer**"), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,
AND

..... having its registered office at, represented by (herein after called the "**Contractor**", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part. WHEREAS the Employer desires that the Works known as the "....." should be executed by the Contractor, and has accepted a contract by the Contractor for the execution and completion of these Works.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement -

Reference:

- i. Tender No. Dated
- ii. Bid Documents duly accepted and submitted by dated
- iii. The Bidding Documents which include all the Sections specified below:
 - a. Section 1: General Information
 - b. Section 2: Terms of Reference
 - c. Section 3: Instructions to Bidders
 - d. Section 4: Eligibility, Evaluation and Selection Process
 - e. Section 5: General Conditions of Contract (GCC)
 - f. Section 6: Forms
 - g. Section 7: Annexures
- iv. Notice of Award (.....) issued by NMRC
- v. Letter of Acceptance of NOA (.....) given by to NMRC
- vi. Any other admitted correspondence documents between NMRC and the Bidder.

3. Duration of Contract:

The Corporation intends to appoint a Contractor to NMRC for a period of 5.5 years (i.e. Five years and 6 months).

4. Price Schedule

NMRC shall consider the following Revenue Share, as quoted by the Contractor as part of financial bid.

5. The courts at District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

- 6. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. "Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document, Corrigendum, Addendum uploaded by NMRC on the E-Tender Portal (<http://etender.up.nic.in>) or www.nmrcnoida.com and any other correspondence in this regard, shall not be treated as a part of the contract Agreement & shall not be binding upon NMRC in anyway whatsoever at any stage of work during execution or thereafter."
- 7. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract and NOA.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the contractor

Stamp/Seal of the Employer

In the presence of:

In the presence of:

Sign of Witness 1

Sign of Witness 1

Name

Name

Address _____

Address _____

Sign of Witness 2:

Sign of Witness 2:

Name

Name

Address _____

Address _____

7.4. Annexure 4: Performa for Escrow Account Agreement

PERFORMA FOR ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made on the _____ day of _____ 20XX among

The Noida Metro Rail Corporation Limited, having its registered office at 3rd Floor, Ganga Shopping Complex, Sector-29, Noida- 201301, (hereinafter referred to as “**NMRC**” which expression shall unless repugnant to the context include its successors and assigns) of the First Part,

AND

M/s. _____, a company incorporated under the provisions of the {insert Act name like Companies Act, 1956/2013}, having its registered office at _____ (hereinafter referred to as the “Successful Bidder” which expression shall unless repugnant to the context include the successors and permitted assigns) of the second Part

OR

Messrs _____, a company incorporated under the provisions of the {insert Act name like Companies Act, 1956}, having its registered office at _____; and Messrs _____ a company incorporated under the provisions of the {insert Act name like Companies Act, 1956}, having its registered office at _____; who form a Consortium for the purposes of this Agreement (hereinafter collectively referred to as the “Successful Bidder” which expression shall unless repugnant to the context include their respective successors and permitted assigns of the Second Part)

AND

_____ a banking company organized and existing under the laws of India and having its head office at _____ and having its branch office at _____ and also in other parts of Delhi (hereinafter referred to as the “**Escrow Agent**” which expression shall unless repugnant to the or meaning thereof include their successors and permitted assigns) of the Third Part.

RECITALS

- A. WHEREAS NMRC and the Successful Bidder have entered into an Agreement dated _____ (hereinafter referred to as “Contract”) pursuant to which NMRC has granted to the Successful Bidder the right to develop, operate, maintain the app as per the scope of work of the RFP “**Development, operation, and maintenance of mobile application for first and last mile connectivity in Noida and Greater Noida Region**” and to earn revenue from the app as permitted by NMRC through advertisement, registration fee, etc. A copy of the Contract signed between NMRC and the Successful Bidder is attached to this Agreement.
- B. AND WHEREAS to provide security to NMRC and to have the first and paramount charge over all the receivables that the Successful Bidder is entitled to claim or receive from the other third parties like advertisers, etc. appointed by the Successful Bidder, related to the app, the Successful Bidder has agreed to open the Escrow Account in terms of this Escrow Agreement.
- C. AND WHEREAS it is provided in the Contract dated _____ 20XX that the Successful Bidder shall, within 30 days from the date of signing of the Contract shall identify a nationalized/scheduled bank acceptable to NMRC and open an account in terms of the Escrow Agreement to be signed between the Successful Bidder, NMRC and the Bank and that the Escrow Agent shall be instructed to remit to NMRC the amounts becoming due to NMRC under the Contract as per the claims made by NMRC from time to time.

D. AND WHEREAS NMRC and the Successful Bidder have agreed to appoint _____ (the Escrow Agent) and the said bank has agreed to act as the Escrow Agent to hold and administer monies deposited in the Escrow Account and to transfer such monies in accordance with the terms of this Agreement read with the Contract.

NOW THIS AGREEMENT WITNESSETH AS UNDER

1. At the instance of the Successful Bidder, the Escrow Agent has opened an Escrow Account being Account No. _____ with _____, solely for the purpose to duly secure the interest of NMRC in terms of the said Agreement. NMRC and the Successful Bidder hereby appoint (NAME OF BANK _____), hereby accepts the appointment as the Escrow Agent in respect of the amounts deposited in the Escrow Account and to hold and administer the proceeds in the said Escrow Account in accordance with the terms and conditions contained herein.
2. The Successful Bidder hereby unconditionally and irrevocably agrees to receive and deposit all receivables of whatsoever nature from third party sources (as approved by NMRC) related to the app into the Escrow Account with the Escrow Agent.
3. The Successful Bidder agrees to deposit the amounts received in cash in the Escrow Account within 24 hours from the receipt thereof or the immediate next working day in case of a Bank holiday.
4. The Successful Bidder shall not give credit or make any adjustment against the receivables for any payment due from the Successful Bidder.
5. The Successful Bidder hereby acknowledges and undertakes not to open or establish any another account other than the Escrow Account with any Bank or Body Corporate for the receipt/ deposit of the receivables from revenue sources for the app.
6. The Successful Bidder shall ensure that no other person is authorized to utilize or appropriate any part of the receivables received from business/ revenue streams related to the app.
7. The Escrow Agent has an irrevocable authority to remit and the Escrow Agent shall direct the due remittance to NMRC the amounts becoming due from the Successful Bidder to NMRC under the Agreement as per the claims made by NMRC from time to time.
8. So long any amount is outstanding to NMRC from the Successful Bidder as per the Claims made by NMRC, the amounts in the Escrow Account shall not be utilized for any purpose other than for making outstanding payments to NMRC. The Successful Bidder shall ensure and maintain minimum balance equal to one quarterly recurring payment in NMRC's Escrow Account/ NMRC Account at all times. After due discharge of all the amounts outstanding to NMRC, the Escrow Agent shall allow the balance amount to be utilized by the SUCCESSFUL BIDDER only till such time further amount becomes due from Successful Bidder to NMRC as per the Agreement and/or as per the claims made by NMRC.
9. The Successful Bidder shall not create any charge over the receivables including the amounts in the Escrow Account and also the claims against the persons who are allowed to utilize the built-up space in favour of any person including in favour of the banks or lending institution over-riding or otherwise adversely affecting the interest of NMRC.
10. The Escrow Agent shall compute and maintain records of all the transactions and the copies of such records shall be made available to NMRC as sought from time to time.
11. Names and specimen signatures of the officials of NMRC and the Successful Bidder authorized to issue notices under this agreement duly attested are annexed. Changes, if any, in the said authorization will be advised to the Escrow Agent from time to time.
12. The NMRC and the Successful Bidder both declare that notwithstanding anything to the contrary herein, this agreement is neither intended nor shall be construed, as an amendment or modification to the Contract between the Successful Bidder and NMRC.
13. Except as otherwise expressly provided elsewhere in the Contract, all notices and/ or communications which are required and remitted to be in writing shall be sufficient if delivered by Registered Post/ Speed post/ courier/ telegram and addressed on the addresses given hereunder:

1. NMRC The Chief General Manager,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301

2. Successful Bidder _____,
_____,

3. Escrow Agent _____,
_____,

- 14. All the parts of this agreement shall be governed and construed in accordance with the Indian Laws and the parties hereby irrevocably submit to the exclusive jurisdiction of the Courts in Delhi.
- 15. No variation of this agreement shall be valid or effective unless agreed to in writing by all the parties.
- 16. The Successful Bidder shall obtain, maintain and comply with all authorization, licenses and consents for operation of the Escrow Account at its own cost and pay any taxes, fees, charges or duties including stamp duty or registration fees as may be required from time to time without raising any debit in the Escrow Account.
- 17. The Successful Bidder shall indemnify the Escrow Agent against any financial liability, which may arise while the Escrow Agent discharges his duties and functions as per the Tripartite Agreement to be signed with the Escrow Agent.
- 18. This agreement shall be effective on the date of execution of this agreement, however the obligation of the Parties hereto shall commence from This agreement shall be co-terminus with the Contract dated _____ 202X unless otherwise terminated with the mutual consent of the Parties; save and except that all dues of the NMRC should have been fully paid/ discharged.
- 19. In consideration of the services provided by it the Escrow Agent shall be paid by Successful Bidder the sum of Rs. _____/- (_____ Only) per month. The Successful Bidder shall be liable and responsible to pay the charges to the Escrow Agent and the Escrow Agent shall not have any claims against NMRC for the same.
- 20. The Successful Bidder, NMRC and the Escrow Agent hereby agree and undertake not to disclose any information relating to the provisions of this Agreement to any third party or use the information for any purpose not related to the app except with the prior written consent of the other parties.
- 21. The rights of the NMRC under this Agreement shall be in addition and without prejudice to all other rights that NMRC has under the Contract.
- 22. All terms used in this agreement not expressly defined herein shall have the meaning assigned thereto in the Contract.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of NMRC by:

(Signature)

(Name)

(Designation)

For and on behalf of the Successful Bidder by: SUCCESSFUL BIDDER

(Signature)

For and on behalf of the (Escrow Agent_____)

(Signature)

In the presence of:

- 1)
- 2)
- 3)