

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED



REQUEST FOR PROPOSAL (RFP)

E tender No. NMRC/FOB/CIVIL/173/2021

**Construction, Development, Operation & Maintenance of Covered
Foot Over Bridge connecting concourse of Sector 51 NMRC and
Sector 52 DMRC Metro Stations on Build Operate Transfer (BOT)
basis**

December 2021

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 Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “**Construction, Development, Operation & Maintenance of Covered Foot Over Bridge connecting concourse of Sector 51 NMRC and Sector 52 DMRC Metro Stations**” contains brief information about the scope of work and selection process for the Bidder (“the Licensee’ or “the Tenderer” or “the Applicant”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid/s. Noida Metro Rail Corporation Ltd. (“NMRC” or “the Corporation”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

NMRC reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum/ corrigendum as NMRC may deem fit without assigning any reason thereof.

NMRC reserves the right to accept or reject any or all Bids without giving any reasons thereof. NMRC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid/s to be submitted in terms of this RFP Document.

Glossary

- a) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders
- b) **“Agreement”** means the License Agreement to be executed between NMRC and the selected bidder.
- c) **“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 include judgments, decrees, injunctions, writs and orders of any court or judicial corporation as may be in force and effected from time to time
- d) **“Bank Guarantee”** means Guarantee issued by a scheduled commercial bank in favour of NMRC
- e) **“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 assigns which is submitting its bid pursuant to RFP Documents
- f) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender
- g) **“Concourse”** means 1st floor or the levels of metro station above ground.
- h) **“E-Bid Security”** means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- i) **“Highest Bidder”** means the Bidder, who quotes the highest License Fees
- j) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with NMRC as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- k) **“License”** means the services granted by NMRC to the Licensee under terms and conditions of the License Agreement.
- l) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with NMRC pursuant to the conclusion of the bidding process.
- m) **“License Fee”** means the amount payable by the Licensee to NMRC as per terms and conditions of the License Agreement.
- n) **“License Period”** means a period of 7 years, which can be further extended for mutually agreed period (up to 10 years) on the same terms and conditions.
- o) **“NMRC”** means Noida Metro Rail Corporation Limited (or “Corporation” or “Licensor”)
- p) **“Notice of Award (NOA)”** means the written notice issued by NMRC to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of License
- q) **“Party”** means Licensee or Licensor (together they are called **“Parties”**)
- r) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- s) **“Re. or Rs. or INR”** means Indian Rupee
- t) **“Selected Bidder”** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of License.

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

Data Sheet

1	Name of the Bid	RFP for Construction, Development, Operation & Maintenance of Covered Foot Over Bridge connecting concourse of Sector 51 NMRC and Sector 52 DMRC Metro Stations
2	License Period	7 Years. Additionally, the License Period can be further extended for mutually agreed period (up to 10 years) on the same terms and conditions.
3	Method of selection	Cost Based Selection
4	Bid Processing Fee	Rs. 23600 (Rupees Twenty Three Thousand and Six Hundred Only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
5	Earnest Money Deposit (EMD)	Rs. 25,10,000/- (Rupees Twenty five lakh and ten thousand a Only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Bid System	Two Bid System (Technical and Financial)
7	Name of the Corporation and Official	GM Technical Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcnoida@gmail.com / nmrcmanoj@gmail.com Website: www.nmrcnoida.com , http://etender.up.nic.in
8	Bid Validity Period	180 days
9	Bid Language	English
10	Bid Currency	INR
11	Key Dates	Schedule
(a)	Uploading of Bid	24/12/2021
(b)	Site Visit	30/12/2021, 1100 hrs (IST); To be assembled at NMRC Office
(c)	Pre Bid Meeting	30/12/2021, 1200 hrs (IST) at NMRC Office
(d)	Last Date of Issuance of Addendum, if any	03/01/2022
(e)	Last Date of Bid Submission on e-portal	07/01/2022 up to 1500 hrs (IST)
(f)	Date of Technical Bid Opening	07/01/2022, 15 30hrs (IST)
12	Consortium to be allowed	Yes
13	Account details	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.

Content

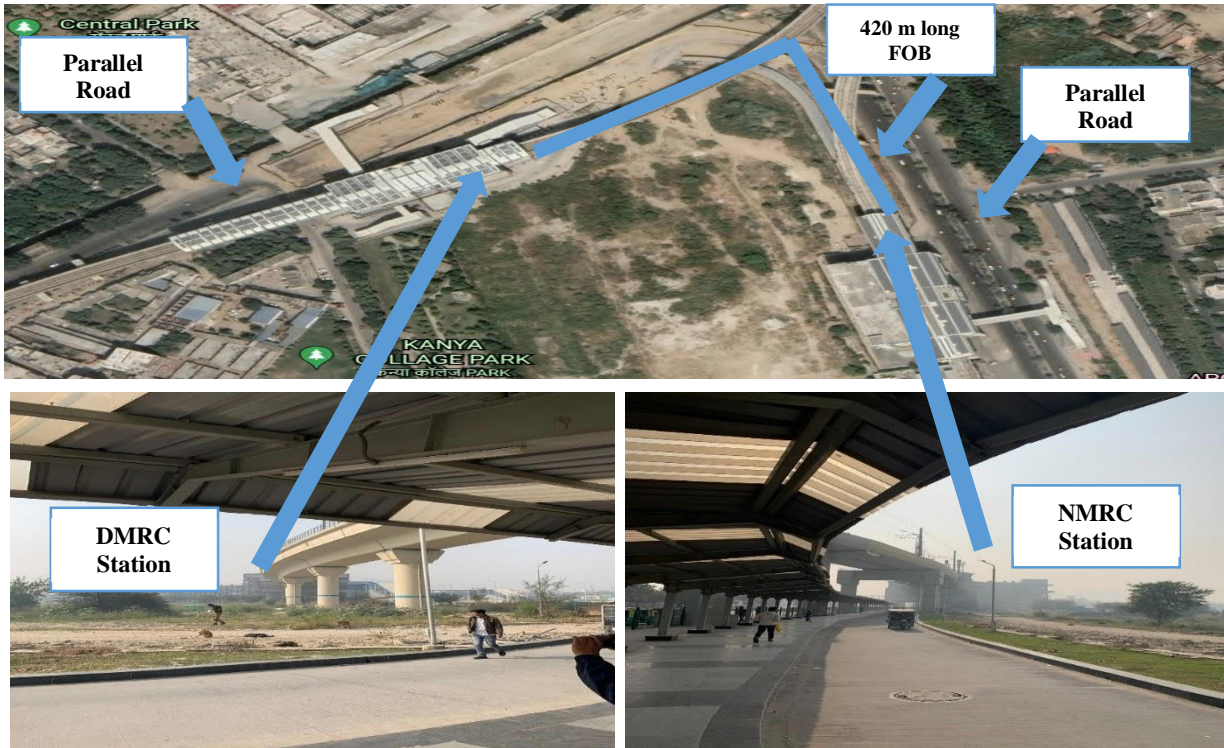
Disclaimer	2
Data Sheet	4
1. Section 1: General Information	7
1.1. Background	7
1.2. About Locations	8
1.3. Communication	8
2. Section 2 : Terms of Reference	9
2.1. Project Details	9
2.2. Scope of Services (To be executed by Successful Bidder)	9
3. Section 3 : Instructions to Bidders	15
3.1. General instructions	15
3.2. Preparation and submission of Bids	17
3.3. Earnest Money Deposit	21
3.4. Opening and Evaluation of Bids	21
3.5. Award of Contract	23
4. Section 4: Eligibility, Evaluation and Selection Process	24
4.1. Eligibility Criteria	24
4.2. Information of the Technical and Financial Proposal	26
4.3. Selection of Bidder	26
4.4. Notice of Award and Execution of License Agreement	26
4.5. Contract during Proposal Evaluation	26
4.6. Project Financial Terms	27
5. Section 5 : General Conditions of Contract (GCC)	30
5.1. General Provisions	30
5.2. Commencement, Completion, Modification, Arbitration and Termination of Contract	31
5.3. Material breach of contract / Events of Default	32
5.4. If any of the above Material Breach and Licensee Events of Default happens, then	32
5.5. Termination	32
5.6. Handing over on Termination / Completion	33
5.7. Obligations of Licensee	33
5.8. Good Faith	34
5.9. Penalties	34
5.10. Settlement of Disputes	34
5.11. Indemnity	35
5.12. Miscellaneous	35
6. Section 6 : Draft License Agreement	38
7. Section 7 : Appendices	41
7.1. Appendix 1 : Metro Alignment	41
7.2. Appendix 2 : Alignment/ Drawings of Sector 51, NMRC and Sector 52, DMRC	43
7.3. Appendix 3: Technical Specifications and Design of the Proposed FOB	45
8. Section 8 : Forms	46
8.1. Form 1: Letter of Proposal Submission	46
8.2. Form 2: Firm Details	47
8.3. Form 3: Capability Statement	48
8.4. Form 4: Eligible assignments of the Bidder	49
8.5. Form 5: Financial Details	50
8.6. Form 6: Memorandum	51
8.7. Form 7: Undertaking	52
8.8. Form 8: Power of Attorney	53
8.9. Form 9: Statement of Legal Capacity	55
8.10. Form 10: Power of Attorney for Lead Member of Consortium	56
8.11. Form 11: Consortium Agreement / Memorandum of Understanding	58
8.12. Form 12: Undertaking for Responsibility (In case of Consortium)	60
8.13. Form 13: Salable Form for Tender Document	61
8.14. Form 14: Declaration of Refund of Earnest Money	62
8.15. Form 15: Bid Offer/ BOQ (Format)	63

8.16. Form 16: Proforma for Clarifications / Amendments on the RFP65
8.17. Form 17: Bid Details66

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 also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation (NMRC) Limited is a Special Purpose Vehicle (SPV) formed by Noida and Greater Noida Authorities for planning and executing urban transport projects in Noida, Greater Noida regions. The Corporation 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.
- c. An elevated metro line of 29.7 kms between Noida and Greater Noida got operational in January, 2019.
- d. Lack of seamless connectivity between the Aqua Line of NMRC and Blue Line of Delhi Metro Rail Corporation (DMRC) has been a major concern for commuters since the operations of Aqua line in January 2019.
- e. Considering this concern, a 300-meter-long walkway along with free solar powered E-Rickshaw service was inaugurated by NMRC in March 2019 connecting NMRC Sector-51 metro station and DMRC Sector-52 metro station.
- f. In current scenario, people have to exit the station and walk down the distance or catch for e-rickshaw in order to board metro for Noida/ Greater Noida, which causes inconvenience to majority of the commuters. Thus, most of the commuters tend to commute by different means of transport such as an auto or cab to reach their final destination in the mentioned regions.
- g. Considering the above scenario and the commitment for providing seamless connectivity as was conceptualized at inception of corridor, NMRC invites E-Bids for **Construction, Development, Operation & Maintenance of Covered Foot Over Bridge connecting concourse of Sector 51 NMRC and Sector 52 DMRC Metro Stations**. This would come as a major assistance especially to the children, senior citizen & differently abled for an easy transition between the two stations of NMRC & DMRC respectively, as presented below:
- h. In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this Request for Proposal Document.
- i. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted. Financial proposal of only technically qualified Bidders will be opened.
- j. The Successful Bidder shall provide the services as described in Section 2 : Terms of Reference.



1.2. About Locations

The metro corridor is 29.7 km (approx.) long and is known as Noida Greater Noida Metro Rail Corridor. It comprises 21 metro stations starting from Noida Sector 51 in Noida and ends up at Depot Station in Greater Noida. The map is in Appendix 1 : Metro Alignment showcasing the list of all stations.

1.3. Communication

All communications in regard to this RFP should be addressed to:

GM Technical

Noida Metro Rail Corporation,

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

Sector-29, Noida 201301

Email: nmrcnoida@gmail.com/ nmrcmanoj@gmail.com

Website: www.nmrcnoida.com, <http://etender.up.nic.in>

2. Section 2 : Terms of Reference

2.1. Project Details

S.No.	Description	Norms applicable
1.	License period	<ul style="list-style-type: none"> 7 Years. Additionally, the License Period can be further extended for mutually agreed period (up to 10 years) on the same terms and conditions (post construction period)
2.	Construction period	<ul style="list-style-type: none"> 6 (Six) months (from the date of signing of contract or handover of site whichever is later*)
3.	Locations of foot over bridge	<ul style="list-style-type: none"> Concourse of Sector 51 NMRC and Sector 52 DMRC Metro Stations
4.	Broad Project Details	
A)	Length	<ul style="list-style-type: none"> 420 meters
B)	Breadth	<ul style="list-style-type: none"> 5.0 meters
C)	Height	<ul style="list-style-type: none"> Connecting stations Levels <ul style="list-style-type: none"> o NMRC – 209.52 o DMRC – 208.52 Drawings attached in Appendix 7.2
D)	Design and technical specifications (along with model/ design)	<ul style="list-style-type: none"> To be submitted by the Bidder as part of the Technical Bid
5.	Facilities to be provided by NMRC	
A)	Advertisement rights	<ul style="list-style-type: none"> Maximum up to 511 Sqm including both inside and outside of the Foot Over Bridge constructed
B)	Kiosks rights	<ul style="list-style-type: none"> Maximum up to 5% of the total floor area available or 06 number of kiosks of 20 Sqm area (i.e. 120 Sqm), whichever is less

It may be noted that

- Site will be handed over on “as is where is basis” by NMRC to the Licensee. The Licensee shall use the land only for the purposes of project as prescribed in this RFP and hand over the land to Corporation upon completion of project or termination of contract, whichever is earlier.
- Any additional civil/structural work so required for the purpose of implementation of project, shall be in Licensee’s scope.
- Licensee shall obtain requisite permission(s) from Noida Authority/ statutory bodies for the implementation of the project.

2.2. Scope of Services (To be executed by Successful Bidder)

2.2.1. The Scope of Work would include construction and completion of various elements of FOB:

- Construction of FOB as per the design, drawings and specification approved from NMRC. The Licensee shall submit the final design, drawings and specification within 21 days from the issue of NOA.
- Operation & maintenance of the access points, FOB, display boards etc. for the license period.

- c. Provide NMRC with information as and when asked for.
- d. Install advertising panels/ kiosks on the FOB as allowed by NMRC. Licensee may submit proper plan of Advt. and Kiosk scheme/plan to NMRC and seek NMRC approval before installing the panels/ kiosks.
- e. Earn revenue from the advertisements/ kiosk spaces. The licensee must comply with Technical Parameters of NOIDA Advertising Polices/ Supreme Court decision or any other prevailing applicable policy.
- f. Maintain the FOB in proper condition throughout the project period and handover the FOB to NMRC at the end of the project period in good condition or as may be directed by the competent authority of NMRC.
- g. Any increase or decrease in project cost at the time of execution of actual work be made, shall be the responsibility of the Licensee

2.2.2. Service by the Applicant

- a. **Water Supply:** The Licensee shall ensure adequate water for general cleanliness of the FOB. The Licensee shall have to pay the consumption charges on applicable rates for commercial establishments. However, it is clarified that wherever release of regular water supply is not possible, the Licensee shall make its own arrangement for water at its own cost.
- b. **Electricity Supply:** The Licensee shall provide electricity connection at the FOB. The Licensee shall have to pay the consumption charges on applicable rates for commercial establishments to the DISCOM(s). The Licensee shall ensure adequate electricity supply for proper lighting inside the Foot over bridge and panels. The licensee must ensure the electricity supply and its usage on the FOB is made 24/7 and in no circumstances should the foot over bridge be out of lights.
- c. **Garbage Disposal:** The Licensee shall install litterbins as specified near the FOB and disposal of the collected waste shall be the responsibility of the Licensee.
- d. **Safety & Security:** The safety and security of the Foot over bridge along with installed infrastructure is with the Licensee. The Licensee shall maintain security personnel, gadgets and required as part of the maintenance services. The Licensee shall strictly adhere to the SHE manual enclosed with the RFP during the construction and operational period of the FOB.
- e. **Fire and safety:** The Licensee shall take all the necessary steps and install required fire-fighting equipment and maintain them also during project period.
- f. The corporation shall also conduct inspection, as and when required, to ascertain that no damage has been done to the property.
- g. The corporation shall conduct inspection from time to time to ascertain that the maintenance of the foot over bridge is as per the guidelines in Contract. In case the bidder defaults in complying with the same, then the licensee shall have to undertake all the necessary steps to comply with the same in the next one week. A secondary inspection shall be undertaken by the corporation to validate the measures taken by the licensee. **If still the FOB is found not being maintained under the requisite standards of the contract, the licensee shall be subject to a penalty of maximum 20% deduction from the performance security for each instance of non-compliance.**
- h. The corporation shall share a list of facilities that the licensee is being provided with at the start of contract. the licensee must ensure the same is given back to the corporation at the end of tenure of the contract.

2.2.3. Maintenance by the Applicant

- a. FOB and surrounding areas are to be kept clean at all times. The litter bins should not be overflowing at any time and disposal of garbage is arranged as often as required.
- b. CCTVs shall be provided in FOB to monitor the behaviour of the FOB users with one week's storage facility to ensure safety and security of the users.
- c. The cleaning of FOB shall be carried out at morning and evening, i.e. twice daily as scheduled and also whenever required.
- d. In addition, there shall be a planned maintenance schedule developed in consultation with the NMRC. There should be an inspection card which will record the maintenance/cleaning activity undertaken. A Dedicated Operation Team should be put in place to ensure active monitoring maintenance services of FOB on a daily basis.
- e. The advertisement panels to be kept clean from dust, stains etc. at all times. It is to be ensured that posters etc. are not pasted on any of the panels and on structural part of Foot over bridge other than the advertisement scheme/plan that shall be approved by NMRC. The structural safety of panels must also be ensured during the license period.
- f. No leakage from roof shall be permitted.
- g. Proper drainage should be maintained and no accumulation of water, liquid etc. is allowed at any time.
- h. The lighting arrangement at the FOB should be functional at all times. Electrical safety is to be ensured for users as well as operator staff as per IRC guidelines for Subways and Pedestrian bridges.
- i. All structural members, arrangements and advertisement panels are to be periodically inspected and maintained in good condition as per the maintenance manual.
- j. The staff provided (if any) at the FOB should be literate and courteous towards the users and assist handicapped and old age users. In that case, all labour laws shall be followed like PF, ESI, Minimum wages Act, etc. Uniform should be provided for all the employees working at Foot over bridge with lift and staircase on both sides.
- k. Security of all assets to be ensured by the staff posted at all FOB.
- l. The advertisements on panels to be changed during off peak period - preferably during night hours/ non-operational hours of metro services.

2.2.4. Structure and operation by the Applicant

- a. Undertake routine maintenance including cracks concrete joints, electric fitting, lighting, and signage
- b. Making good immediately at its own cost any loss, due to theft/vandalism, to an asset created in the FOB and shall continue to keep the FOB operational and available for public use during the entire term of the Licence.
- c. Obtaining & maintaining at all times a valid registration with the Labour Commissioner under section-7 of the contract labour (Regulations & Abolition) Act, 1970.
- d. Getting all the employees verified from the Police department before deploying them on duty.

2.2.5. Display/Enforcement/Removal of Advertisement

- a. The Licensee shall bear all costs incurred for display of advertisement on FOB and shall carry out the work of placing and removing the same in a careful manner without doing any damage to the FOB and the adjoining property, if any. If any damage is caused to the adjacent properties either public or private, it shall be made good by the Licensee at its own cost to the entire satisfaction of NMRC. The Licensee shall maintain the advertisement along with the frame work, if any, in good condition and likewise ensure that the display of advertisement thereon is in a proper and perfect condition.
- b. While the advertisements are being placed or removed or re-fixed by the Licensee, it shall take all necessary safety precautions and if any damage is caused to or is suffered by a person or property of the Corporation or by any third party due to any cause whatsoever, the Licensee shall be solely responsible for compensation or damage to the Corporation's property or the third party as the case may be and the Licensee shall indemnify and keep the Corporation indemnified in respect of any claim made there under.
- c. **The advertisements shall be placed on the FOB, basis approval from NMRC.** It is clarified that the advertisement spaces as existing are allowed to be altered within the parameters of the NOIDA Advertising Policy or any other prevailing applicable policy, provided that the alteration is in perfect harmony with the design of the remaining fascia of the FOB. However, neither any additional time nor any rebate in licence fee shall be allowed in order to effect such a change.
- d. NMRC reserves the right to remove the advertisements if the FOB is not maintained by the Licensee at least as per the Minimum Maintenance Standards of this agreement and other terms of this agreement including but not limited to a default in payment of the licence fee.
- e. The Licensee shall not display or exhibit any picture, poster, statue or other articles in any part of the FOB that are repugnant to the general standards of morality. The Licensee expressly agrees that the decision of NMRC in this regard shall be final and binding.
- f. The Licensee shall not at any time display or permit it to be displayed, whether by overtly or covertly, which in the opinion of NMRC is dangerous to traffic or is obscene or in any way is inappropriate or it contravenes provisions of any Act, bye laws, code of ethics of the Advertising Industry or any laws, rules and direction (s) of any legal Corporation or any other Corporation. The Licensor reserves its right to remove any such advertisement, which is violative of the above terms & conditions as enumerated therein, the Licensee shall indemnify NMRC apart from initiation of such legal process and further indemnifying NMRC for any loss, claim, action or legal proceedings launched by any Corporation or body. The Licensor's decision in this respect shall be final and binding.
- g. Advertisements creating public nuisance, nudity, or other such pictures, posters or any other means of advertisements which may hinder the sight of public should not be allowed on the FOB.
- h. Slogans, sayings which contain offensive remarks on any caste, creed, community and persons of any origin should not be displayed on the FOB.
- i. Advertisements from banned organizations should not be exhibited.
- j. The Licensee must comply with Technical Parameters of NOIDA Advertising Policies, Supreme Court decision or any other prevailing applicable policy
- k. NMRC or any other officers authorized by him/her shall have the right to have the offending advertisement removed or shifted without assigning any reasons for which no rebate/compensation shall be claimed. The removal and re-fixing will be done by the Licensee at their own cost.
- l. The advertisements displayed on the FOB are liable to be removed without any prior notice to the licensee for the purpose of carrying out repair/maintenance of FOB by NMRC and any other agency or on account of any other emergent purposes whatsoever. No compensation on this account will be payable to the Licensee if such disturbance is less than or equal to seven days.

- m. The Advertisement Panel displayed on the FOB shall be maintained in good condition and properly secured. The advertisement shall at all times be erected, fixed and retained in all respect to the satisfaction of NMRC or its authorized officer
- n. In case the advertisement space remains unutilized, the Licensee shall display NMRC publicity material on such unutilized space without of any charge to NMRC. However, in this case, no rebate whatsoever shall be admissible to the Licensee for any period on such unutilized free space for any period wherein the Licensee is unable to find an advertiser or for any other reason.
- o. The display of advertisement shall comply with the applicable policies. The display of advertisement shall not obstruct the visibility of pedestrian walking.
- p. The Licensee shall also keep the provision for any social/public messages provided by NMRC to be displayed on the FOB.**

2.2.6. Kiosk Space Allotment/Operation/Maintenance

- a. The offered spaces for kiosks on the FOB will be provided on “as is where is basis”. It is the Licensee’s responsibility to develop the entire offered scheduled space at their own cost as per NMRC specifications, operational and other feasibility and after obtaining prior approval from NMRC.
- b. If due to any operational or other reason, if any/part or whole of the structure developed in/at the scheduled licensed space is required to be dismantled & removed, the licensee shall do so peacefully, without any delay or demur and NMRC shall not be liable for any claim or for any compensation, cost, damages etc. on this account.
- c. Successful bidder/s shall be required to execute all work at their own cost as required for installation of kiosks in the scheduled feasible area.
- d. The licensee shall also ensure that the proposed kiosks within scheduled area is not a safety hazard for NMRC civil structures and public at large.
- e. The licensee shall also ensure that all existing utilities and facilities (if any) falling within the said scheduled space will be kept accessible and the licensee shall not interfere or tamper with those installations at any time.
- f. Notwithstanding anything mentioned above, the licensee is required to adhere to the provisions of the prevailing master plan and the building bye laws of the concerned authorities having jurisdiction over the scheduled tendered space for the development works to be undertaken.
- g. The following items should not be executed/sold through/installed under any circumstances.
 - o Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation
 - o Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
 - o Sale of tobacco and tobacco products
 - o ATMs
 - o Coal/Gas based cooking strictly prohibited
 - o Advertisement at any location and in any format
 - o Banqueting and similar activities
 - o Sale of liquor and alcohol based drinks or beverages

- h. The licensee shall obtain all clearances and sanctions as required from the competent authorities for building sub-plans, utilities, firefighting, etc.(if applicable). It is to be clearly understood that all such clearances are to be obtained by the licensee and NMRC may only provide assistance wherever possible without any obligation.
- i. Procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities concerned, to be able to use the scheduled tendered space for desired commercial purposes/ business, will be sole responsibility of the licensee. NMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.
- j. Firefighting and other infrastructure so created within the scheduled tendered space must be integrated with that already provided /approved for NMRC.
- k. Operate, manage and maintain the entire offered space with adequate trained and experienced team of professionals.
- l. **Marketing / Promoting / Sub- licensing of the offered scheduled spaces:** Except for sub-licensing the use of the scheduled space as per the terms of this tender document, the licensee shall not assign any of its rights, or interest in respective license agreement in favour of any company/person(s) at any time and for any reasons whatsoever.
- m. Under no circumstances, shall the tendered space or facilities constructed or installed at the scheduled licensed space be mortgaged, charged or otherwise put under any lien (including negative lien), nor shall any charge or encumbrance be created or agreed to be created in favour of any person, including the Lenders/ Financial Institution (s)/ Banks etc.
- n. The successful bidder/s shall be responsible for obtaining fire NOC for their licensed area/space from the concerned Fire Services (if applicable).
- o. Comply with all statutory requirements in connection with this tender document.
- p. Payment of all statutory taxes, Goods &Service Tax (GST), local levies, statutory dues, etc. as and when due and as applicable.

3. Section 3 : Instructions to Bidders

3.1. General instructions

- a. A Bidder is eligible to submit only one Tender for the Project. A Bidder applying shall not be entitled to submit another Tender, as the case may be. Any Bidder, which submits or participates in more than one tender/proposal would be disqualified. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, 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 Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, 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. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. 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.
- d. 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, would not be eligible to submit an e - Bid.
- e. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Corporation and/or by sending written queries to NMRC before the last date for receiving queries/clarifications.
- f. 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 e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.
- g. The currency for the purpose of the Proposal shall be the Indian Rupee (INR)
- i. This RFP to be read in conjunction with Safety Health and Environmental (SHE) Manual, which is part of the License Agreement. The Licensee shall strictly adhere to the SHE manual enclosed with this RFP during the construction and operational period of the FOB.

3.1.1. Cost of Bid Document / e-Tender processing Fee

- a. The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b. This tender document is available on the web site <http://etender.up.nic.in> or on NMRC website (www.nmrcnoida.com) to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee of as mentioned in **Data Sheet** through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Tender processing fee as mentioned in **Data Sheet** will be non-

refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

3.1.2. Acknowledgement by Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

- a. made a complete and careful examination of the e-Bid;
- 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 e-Bid or furnished by or on behalf of NMRC;
- d. satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- 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.

3.1.3. Availability of Bid Document

This Bid document is available on the web site <http://etender.up.nic.in> or on Noida Metro website www.nmrcnoida.com to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/ e-Bid document. The Bidder's shall have to pay e-Bid document fee and EMD as mentioned in Data sheet through RTGS/ NEFT on addresses given in data sheet. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid document fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

3.1.4. Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. 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 Executive Director, NMRC **only before or during Pre-Bid Meeting** held at NMRC. The envelopes/ communication shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: RFP for Construction, Development, Operation & Maintenance of Covered Foot Over Bridge connecting concourse of Sector 51 NMRC and Sector 52 DMRC Metro Stations"**. 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.

- b. A pre- submission 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 Bidder vide NMRC/ e-Tendering website.
- c. **Site Visit** shall be as per Data Sheet. The interested players are requested to be present as per details mentioned in **Data Sheet** at their own cost and risk. Bidders are encouraged to submit their respective Bids after visiting NMRC stations and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.

- e. However, NMRC shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Section 5.1.5 of this e-Bid document under Fraud and Corrupt Practices.

3.1.5. Amendment of e-Bid Document

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

3.2. Preparation and submission of Bids

3.2.1. Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and NMRC shall be written in English language. Only English numerals shall be used in the e-Bid. The correspondence and documents in any other language must be accompanied by transcripts verified by the Embassy of Home Country or equivalent.

3.2.2. Documents constituting the e-Bid

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

a. Technical e-Bid- Technical e-Bid will comprise of -

- i. **Fee details** - Details of Bid processing fee and prescribed EMD
- ii. **Eligibility details** - 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 the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.
- iii. **Technical evaluation** - Details of all documents needed for Technical evaluation as mentioned in this RFP

b. Financial e-Bid -

- i. **Price bid** – Bill of Quantities in XLS format to be filled in after downloading from the e-Procurement website for this e-tender (<http://etender.up.nic.in>).

3.2.3. Documents establishing Bidder's Qualification

- a. The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- b. The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

3.2.4. E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document. Financial Quote shall comprise of the **License Fee of 1st Year in the Bid form in figures and words.**

3.2.5. E-Bid Currency

Prices shall be quoted in Indian Rupees only.

3.2.6. Formats and Signing of e-Bid

- a. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- b. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- c. Bidders 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.
- d. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

3.2.7. Deadline for submission of e-Bid

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

3.2.8. Submission of e-Bid

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

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

- a. For participating in e-Bid through the e-Bidding system it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration.
- b. In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering for 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-

Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.

For successful registration of DSC on e-procurement website <http://etender.up.nic.in> 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 DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. NMRC shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

- c. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid 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 e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).
- d. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid Processing fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- e. Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), Qualification details. Before uploading, the Bidder has to 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, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- f. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document 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 e-Bid documents are protected, stored and opened by concerned bid openers only.
- g. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- h. NMRC reserves the right to cancel any or all e-Bids without assigning any reason.

3.2.9. Late e-Bid

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

- b. The server time indicated in the bid management window on the e- procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- c. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder has to 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 e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

3.2.10. **Withdrawal and resubmission of e-Bid**

- a. At any point of time, a Bidder can withdraw his/her e-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 has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.
- b. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- c. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will 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 detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.
- d. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

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

- a. Notwithstanding anything contained in this e-Bid, 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 e-Bid.
- c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest ranking Bidder gets disqualified / rejected, then the NMRC reserves the right to consider the next best Bidder, or

take any other measure as may be deemed fit in the sole discretion of NMRC, including annulment of the Selection Process.

3.2.12. **Period of validity of e-Bid**

- a. e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by NMRC. An e-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 e-Bid validity. The request and the response thereto shall be made in writing.

3.2.13. **Correspondence with the Bidder**

- a. Save and except as provided in this e-Bid, NMRC shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- b. Subject to Clause 3.4.5 no Bidders or its Technical Partners shall contact NMRC on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- c. Any effort by the Bidder or by its Technical Partners to influence NMRC in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

3.3. Earnest Money Deposit

3.3.1. **Earnest money deposit (EMD)**

- a. The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Bidders shall be required to submit EMD as mentioned in **Data Sheet** for which bid is submitted.
- c. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- d. Unsuccessful Bidder's EMD will be returned within 45 days after conclusion or discharge of the tender.
- e. No interest will be paid by the Corporation on the Earnest Money Deposit.
- f. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- g. The EMD may be forfeited:
 - i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - ii. In case of a successful Bidder, if the Bidder fails to accept the NOA or sign the contract with the Corporation or both.

3.4. Opening and Evaluation of Bids

3.4.1. **Opening of technical e-Bid by NMRC**

- a. NMRC will open all technical e-Bids, in the presence of Bidder`s representatives who choose to attend on the prescribed date of opening at NMRC Office. The Bidder's representatives who are present shall submit the letter to NMRC on the letter head of the company stating that the representative (name) is authorized to attend the meeting (Please note – The representative is required to carry a copy during pre-bid and other related meetings as well). He / She shall sign a

register evidencing their attendance at NMRC. In the event of the specified date e-Bid opening being declared a holiday for the Corporation, the e –bids shall be opened at the appointed time and place on the next working day.

- b. The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Bid Processing Fee and EMD must be submitted in the prescribed account of NMRC within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- c. The Bidders names and the presence or absence of requisite e-Bid security and such other details as NMRC at its discretion may consider appropriate, will be announced at the opening.

3.4.2. Opening of financial e-Bid

- a. After evaluation of technical e-Bid, through the evaluation committee NMRC shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids will not be opened.
- b. NMRC will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Corporation. The notification may sent by e-mail provided by Bidder.
- c. The financial e-Bids of technically qualified Bidders shall be opened in the presence of technically qualified bidders who choose to attend. The date and time 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.

3.4.3. 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 Bid Security shall be liable for forfeiture in accordance with Clause 3.3.1g.

3.4.4. 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;
 - 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.

3.4.5. Contacting NMRC

- a. No Bidder shall contact NMRC on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing.
- b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.

- c. 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 of such bidders will be forfeited.

3.4.6. 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 Bidding 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.

3.5. Award of Contract

3.5.1. 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 contract and meeting the eligibility requirement of the bidding document.

3.5.2. Notice of Award (NOA)

- a. Prior to the expiration of the period of e-Bid validity, NMRC will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- b. The acceptance of NOA will constitute the formation of the contract.

3.5.3. Signing of contract

At the same time as NMRC notifies the successful Bidder that it's e-Bid has been accepted, the successful Bidder shall have to sign the License Agreement with relevant document as mentioned in the RFP. The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

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

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

4. Section 4: Eligibility, Evaluation and Selection Process

4.1. Eligibility Criteria

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

- a. Sole proprietorship, registered partnership firm, public limited company, private limited company or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India.
- b. The Bidder/ Consortium shall have in last five* years' experience in undertaking
 - I. At least one work of construction, development and operation and maintenance of FOB on BOT basis with government agency in India of value of **INR 23.28 Crore**
OR
 - II. Two works of construction, development and operation and maintenance of FOB on BOT basis with government agency in India of value of **INR 14.55 Crore**
OR
 - III. Three works of construction, development and operation and maintenance of FOB on BOT basis with government agency in India of value of **INR 11.64 Crore**
- c. The Bidder/ Consortium shall have in last five* years' experience as out-of-home media company in managing outdoor advertising spaces in bus shelters, metro rails, flyovers, billboards, FOBs.
- d. The Bidder (or lead member of consortium) should have average annual turnover of at least **INR 29.10 Crore** in last three Financial Years (2017-2018, 2018-2019, 2019-2020 or 2018-2019, 2019-2020, 2020-21)
- e. The Bidder (or lead member of consortium) should have net worth of at least **INR 7.28 Crore** during last completed financial year (2019-2020 or 2020-2021)
- f. The Bidder/ / all the consortium members should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Company in last 5 (five) financial years

** ending last day of month previous to the one in which the bids are invited*

The Successful Bidder (or lead member of consortium) shall deposit 10% of Year 1 Quoted License Fees or amount equivalent to EMD amount, whichever is higher, as interest free security deposit, post award of Contract.

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

- i. The Lead Member of the Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the Consortium during full tenure of License Agreement.

- ii. Any change in percentage stake of Consortium members without prior written approval of NMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling NMRC to encash Interest Free Security Deposit/Performance Security and /or to terminate the License Agreement after 30 days notice.
- iii. Minimum percentage stake of any member in Consortium during license period shall not be less than 15%.
- iv. All members of such entity shall be jointly and severally liable for the due performance of License agreement.

The Bidder shall also furnish the following documentary proof (for all members in case of JV/ Consortium, as per eligibility criteria):

- a. For above criteria 4.1a
 - i. Documentary evidence such as Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership, as applicable
 - ii. Self-attested copy of PAN card of the company/firm; the GST registration (For all the members in case of Consortium)
- b. For above criteria 4.1b
 - i. Work order/ copy of the contract agreement/letter of award and any one of the following 1. Client certificate specifying similar experience or 2. Completion certificate or 3. self-declaration along with proof of completion (Form 4)
- c. For above criteria 4.1c
 - ii. Work order/ copy of the contract agreement/letter of award and any one of the following 1. Client certificate specifying similar experience or 2. Completion certificate or 3. self-declaration along with proof of completion (Form 4)
- d. For above criteria 4.1d, e
 - i. Audited Financial statements from Chartered Accountant or Statutory Auditor (Form 5)
 - ii. 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, which shall be substantiated by the Audited Accounts, when prepared."
- e. For above criteria 4.1f
 - i. Form 7: Undertaking

Further, it may be noted that the Bidder is supposed to share the proposed design along with specifications as part of the Technical Bid

4.2. Information of the Technical and Financial Proposal

- a. The Bidder satisfying the criteria under Clause 4.1 shall be considered as qualified.
- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- c. The License Fee quoted by the Successful Bidder and accepted by NMRC shall be escalated by **5 (five) Percent annually** i.e. in the beginning of every anniversary during the Agreement Period as per the terms and conditions set out in the Agreement as total for advertising display and kiosk space both.
- d. The Selected Bidder shall be the Bidder quoting the **highest annual license Fees**. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in RFP, be invited to match the Financial Bid submitted by the **highest annual license Fees**. Bidder in case such prospective successful Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Bid of the Bidder, the NMRC may, in its discretion, invite fresh Financial Bid.

4.3. Selection of Bidder

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

- a. In case two or more technically qualified bidders quote the same price in the Financial Bid, and become Highest (i.e. H-1), then such highest bidders alone will be given an opportunity to better their rates through separate sealed quotations. The bidder with highest rate offered in such quotations will be taken as the successful bidder.
- b. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- c. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA.
- d. No correspondence will be entertained by NMRC from the unsuccessful bidders.

4.4. Notice of Award and Execution of License Agreement

- a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- b. The Selected Bidder shall, within 10 (ten) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA.
- c. The Successful Bidder shall execute the License Agreement within 30 (thirty) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.

4.5. Contract 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 parties 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 e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c. In the event of any information furnished by the agency 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:
GM Technical
Noida Metro Rail Corporation,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301
Email: nmrcnoida@gmail.com / nmrcmanoj@gmail.com
Website: www.nmrcnoida.com, <http://etender.up.nic.in>
- e. No interpretation, revision, or other communication from NMRC regarding this solicitation is valid unless in writing and signed by the competent corporation from NMRC.

4.6. Project Financial Terms

- a. The initial period of **6 months** from the date of allotment of the contract/ Handing over of site for construction of FOB, shall be allowed for construction and development, installation of structure of FOB, obtaining electric connection and necessary clearance from the concerned authorities, if any, **which shall not be extendable unless approved from the competent authority of NMRC.**
- b. The Licensee shall obtain a Completion Certificate for FOB from the NMRC before starting advertisement/ kiosks spaces on the FOB.
- c. The license fee shall be payable by the Licensee from 61st day after obtaining the Completion Certificate from NMRC. The license fee payable for the first year will be payable on pro-rata basis for the balance period of that particular year. **Subsequent years annual fee will be charged for the period 1st January to 31st December in advance.**
- d. While the payment for the subsequent years, i.e., **Year-2 to Year-7**, will be at the beginning of the year as per the agreed annual awarded rate. The fee should be paid in advance at the beginning of the year. Quoted annual license fees will be enhanced annually @ 5%. Any delay in payment will be charged with interest @ prevailing SBI lending rate plus 2% on per delay basis.
- f. Stamp duty as applicable shall be paid by the licensee.
- g. Payment shall be made free from all claims, demands, set offs and counter claims of any kind against the Authority.
- h. The liability for payment of License fee shall commence from the Effective Date. However, for any delay in completion of the required works by the Licensee, beyond **180 days** from the date of handover of site, the date of commencement of the License fee shall not be altered unless amended or extended by NMRC for any reason whatsoever.
- i. GST at applicable rates shall also be paid by the licensee to NMRC along with the above license fee. Any revision in rates of GST (Goods and Services Tax)/or if any other tax becomes applicable due to Govt. policy or legislation, the same shall also apply to the contracts under this tender and the licensee shall accordingly pay the revised GST/or any other tax along with License fees.
- j. All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee

shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this License. Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.

- k. The utility charges including consumption of electricity, etc. shall also be payable directly by Licensee to the DISCOM based on the actual consumption in addition to above in accordance with terms & conditions of the agreement.
- l. The Licensee shall preferably make payment of the license fee and other dues to NMRC by E-Mode i.e., RTGS/NEFT for credit of the designated account of NMRC after obtaining prior approval of NMRC and complying with the laid down procedure.
 - a. The re-conciliation of license fee and other dues shall be carried out. Based on re-conciliation, the adjustment of license fee payable to NMRC shall be carried out along with Interest free Security Deposited/Performance Security with payment of License Fees of next instalment.
 - b. Payment shall be made free from all claims, demands, set offs and counter claims of any kind against the Corporation.

4.6.1. Interest Free Security Deposit / Performance Security

- a. The Licensee shall pay Interest Free Security Deposit / Performance Security to NMRC **equivalent to 10% of Year 1 Quoted License Fees or amount equivalent to EMD amount, whichever is higher.**

The 10% of total IFSD to be paid in DD/RTGS and balance 90% either in form of FDR/BG in favor of NMRC LTD. **(from the branch located in Delhi / Noida/ Greater Noida)** valid up to 6 months beyond the Agreement period.

Example: If total IFSD is 2.00 Crore, then licensee should have to pay 20.00 lacs (10% of 2.00 Crore) in the form of DD/RTGS and balance of Rs. 1.80 Crore (90% of 2.00 Crore) in the form of either BG/FDR.

- b. In case of a Consortium, the performance security 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. For unsuccessful bidder, EMD shall be refunded without any interest.
- d. Before the start of work by the Licensee, Agreement will have to be signed by the Licensee at his cost on proper stamp paper. Without performance guarantee by Licensee, License agreement shall not be signed.
- e. Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period from commencement date of License Agreement or in case of surrender of license 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.
- f. NMRC reserves the right for deduction of NMRC dues from Licensee's Interest Free Security Deposit / Performance Security for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Licensee.
- g. Once the amount under above Clause is debited, the Licensee 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 Licensee Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and License Agreement.

4.6.2. Non Payment of License Fee and Other Duties

- a. Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle NMRC to terminate the License Agreement as per provisions stipulated in Agreement. Besides, the Licensee shall pay an interest @ prevailing SBI lending rate plus 2% on per day delay basis.
- b. Licensee shall periodically advise the details of payments made to NMRC. 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, etc. (if any), and lastly License fee shall be accounted for.
- c. The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from NMRC.
- d. In case payment is not made by due date, a 15 day notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, NMRC shall be entitled to terminate the License with 30 days' notice and shall be free to forfeit Interest Free Performance Security and take such other action available to it under this Agreement and as per Law. Electricity (if any) would be discontinued on 16th day of issuance of 30 days termination notice.
- e. Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of Licensee Event of Default Notice, along with a written request in the matter.
- f. The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from concerned Station Manager or its authorized representative in proof of Licensee having vacated the site will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Managers or its authorized representative shall not be entertained.
- g. Interest Free Security Deposit / Performance Security shall be forfeited on termination of contract due to any event of default by the licensee after adjustment of any dues payable by the Licensee to NMRC.

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

These conditions shall be part of the License agreement.

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 tender has been issued. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District court located in Gautam Buddh 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.

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 GST, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.
- b. All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this License.

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 License Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the License Agreement, NMRC may reject a Bid, withdraw the NOA, or terminate the License Agreement, 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, 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 Bid Security or Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under Bidding Documents and/ or License Agreement, or otherwise.
- b. Without prejudice to the rights of NMRC under Clause 5.1.5a hereinabove and the rights and remedies which NMRC may have under the NOA or the License Agreement, or otherwise if a 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 License Agreement, such Bidder shall not be eligible to participate in any tender or RFP 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 Licensee, 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 Licensee, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during 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 Bidder.

5.2.2. Commencement of Services

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

5.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 5.4 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.

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, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 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 Licensor shall be entitled to continue to be paid under the terms of this Contract.

5.3. Material breach of contract / Events of Default

Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee'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 Licensee indicates its unwillingness to abide by any clause of this Agreement or repudiates the Agreement.
- b. If the Licensee fails to pay License Fee or other amounts due to NMRC.
- c. If the Licensee is in persistent non-compliance of the written instructions of NMRC officials.

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

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

5.5. Termination

- a. **Termination during construction phase:** The licensee is required to complete the construction and commissioning of FOB as per timelines of the Contract. Failure to do so will attract penalty, which shall be deducted from the **cash component** of the Security Deposit. In case the licensee fails to complete the construction before the exhaustion of the maximum cash component of the Security Deposit permissible, the contract may be terminated.
- b. **Termination during O&M phase:** The licensee will be required to adhere to license fee payments terms as set out as per the Conditions of the Contract. Failure to abide by the same shall attract penalties deductible from the cash component of the Security Deposit. NMRC may terminate the Contract if the total amount of penalties due to non-compliance exhausts the maximum cash component of the Security Deposit permissible.

- c. **On Operational Ground:** NMRC reserve the rights to terminate the License Agreement by giving 90 days advance notice on operational ground. The License agreement will stand terminated on expiry of 90 day's notice. The Interest free Security deposit will be refunded after adjusting outstanding dues payable to NMRC, if any. Bidder shall be compensated/ charged on pro-rata basis and the scrap given out from dismantling will be Licensee's responsibility and property.

5.6. Handing over on Termination / Completion

- a. In case of Termination / Completion / Surrender of the Agreement, the Licensee shall hand over to NMRC or its authorized representative peaceful vacant possession of all Sites. Licensee shall remove all the equipment, etc. from NMRC premises within 30 days of issue of termination letter/surrender/ completion. No license fee would be charged for this grace period of 30 days. However, if the licensee fails to vacate the licensed premises/ space within the above grace period, penalty of twice the prevalent monthly license fee shall be chargeable for occupation beyond this 30 days period. If, the licensee fails to vacate the licensed space / premises within the grace period, and after lapse of this 30 days grace period, NMRC shall take over the goods / property treating at NIL value, even if it is under lock & key; and NMRC shall be free to dispose-off the goods / property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period on this account. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Security 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 Licensee

- a. General

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

- b. Standard of Performance

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

- c. Conflict of Interests

The Licensee shall hold the Corporation's interests 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 Licensee 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 Licensee and the Personnel shall not at any time communicate to any person or entity any confidential information, maps, images, reports, etc. acquired in the course of the Services, nor shall the Licensee and the Personnel make

public the recommendations formulated in the course of, or as a result of, the Services. This clause shall survive even after expiry of this contract.

f. Accounting, Inspection and Auditing

The Licensee shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.

g. Interfacing with Local Authorities and getting necessary approvals shall be the responsibility of Licensee. NMRC will assist in necessary approvals desired.

h. Utility identification and Shifting shall be in the scope of the Licensee.

5.8. Good Faith

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

5.9. Penalties

To monitor smooth operations, penalty for deficiency in services shall be imposed & recovered from the Bidder. Details of deficiencies and respective penalties are given as under -

If still the FOB is found not being maintained under the requisite standards of the contract, the licensee shall be subject to a penalty of maximum 20% deduction from the performance security for each instance of non-compliance

The above mentioned penalty shall be imposed on Bidder and nowhere may it be constituted that it has been imposed on individual Personnel.

Any liabilities arising out of any litigation (including those in consumer courts) due to any act of Bidder's personnel shall be directly borne by Bidder including all expenses/fines. The concerned Bidder's personnel shall attend the court as & when required.

5.10. Settlement of Disputes

5.10.1. Amicable Settlement

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

Conciliation

In the event of any dispute, difference of opinion or dispute or claim arising out of this License 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

5.10.2. Arbitration

All disputes relating to this 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 Crore** 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 Crore**. Licensee 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 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.

5.10.3. The award of sole Arbitrator / Arbitral Tribunal shall be binding on all the parties. The parties agree to comply with the awards resulting from arbitration.

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

5.10.5. 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.

5.10.6. Cost

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

5.11. Indemnity

The Licensee shall indemnify and hold harmless the Licensor, from and against all actions, accidents, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Licensee, 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

5.12. Miscellaneous

- a. Insurance and Waiver of Liability - The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in NMRC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. The Licensee shall submit to NMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold NMRC harmless against any liability, losses, damages, claims, expenses suffered by NMRC because of such default by the Licensee.
- b. The Licensee hereby indemnifies NMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- c. The Licensee hereby agrees that NMRC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed

under any circumstances as employees of NMRC. Licensee hereby indemnifies NMRC against the claims made by Licensee's employees against NMRC.

- d. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies NMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee 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.
- e. Licensee 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 Licensee and these personnel shall at no point of time be construed to be employees of NMRC and the Licensee 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 Licensee shall indemnify NMRC from any claims that may arise in connection with above.
- f. In case of non-payment of License fees and other dues or any other reasons whatsoever, the Licensee voluntarily agrees to and permits the licensor "NMRC" to disconnect all utility services including electric supply to the licensed premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.
- g. That the Licensee 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 licensee.
- h. The Licensee agrees voluntarily and unequivocally to make all payments as may be due on due date, without waiting for any formal invoice from the Licensor. The Licensee also voluntarily agrees to collect the invoice from the Authorized representative of the licensor (NMRC) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.
- i. Misuse - The Licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and NMRC (Licensor) shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the Licensee only. The Licensee will indemnify and keep indemnified NMRC for any losses on this account.
- j. 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 corporation or the requirements of the carriers of all insurance on or relating to the licensed premises. The Licensee at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Fire department. The Licensee 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. Licensee 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 / corporation. The same shall be the responsibility of Licensee.
 - i. as amended from time to time.

- ii. The Licensee shall invariably make provisions for TOD energy meter as per the latest Uttar Pradesh Electricity Regulatory Commission guidelines.

6. Section 6 : Draft License Agreement

THIS AGREEMENT made on theday of 20XX 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, Managing Director, NMRC** (hereinafter called as the "Licensor"), 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 "**Licensee**", 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 Licensor desires that the Works/ Services known as the "....." should be executed by the Licensee, and has accepted a contract by the Licensee for the execution and completion of these Works.

The Licensor and the Licensee 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 : Draft License Agreement
 - g. Section 7 : Appendices
 - h. Section 8 : Forms

- i. Amendment/ Modification, if any
- j. SHE Manual

- (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

Duration of Contract means a period of **7 years, from expiration of 180 days after the handing over of site for construction of FOB. Additionally, the License Period can be further extended for mutually agreed period (up to 10 years) on the same terms and conditions.**

4. Price Schedule

NMRC shall consider the following price, as quoted by the Licensee 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 Licensor to the Licensee as specified in this Agreement, the Licensee hereby covenants with the Licensor to execute the Works/Services 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 License Agreement & shall not be binding upon NMRC in anyway whatsoever at any stage of work/service during execution or thereafter.”**

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 Licensee
Signature of the authorized official

For and on behalf of the Licensor
Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Licensee

Stamp/Seal of the Licensor

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. Section 7 : Appendices

7.1. Appendix 1 : Metro Alignment

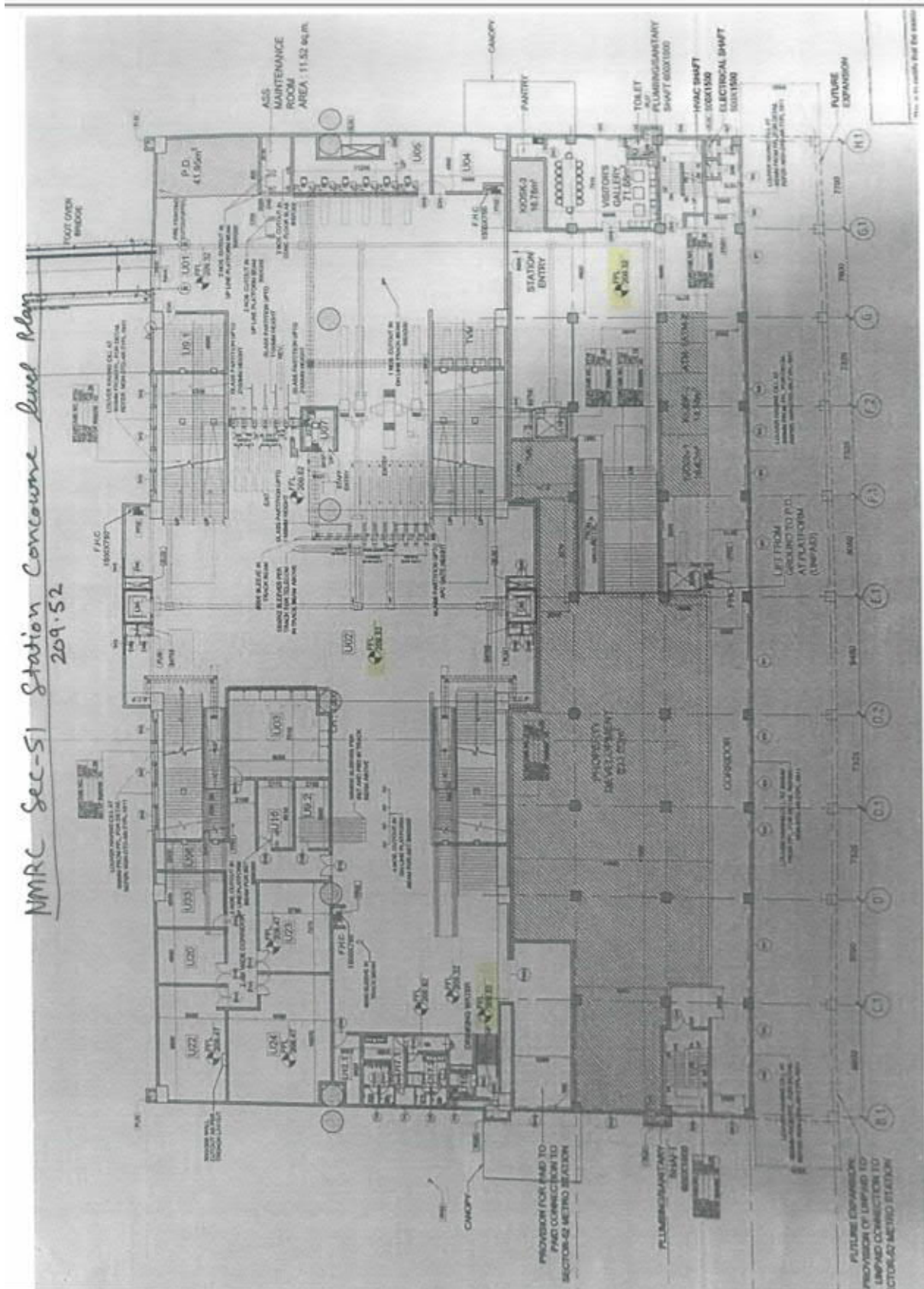


Fig: The Metro Line

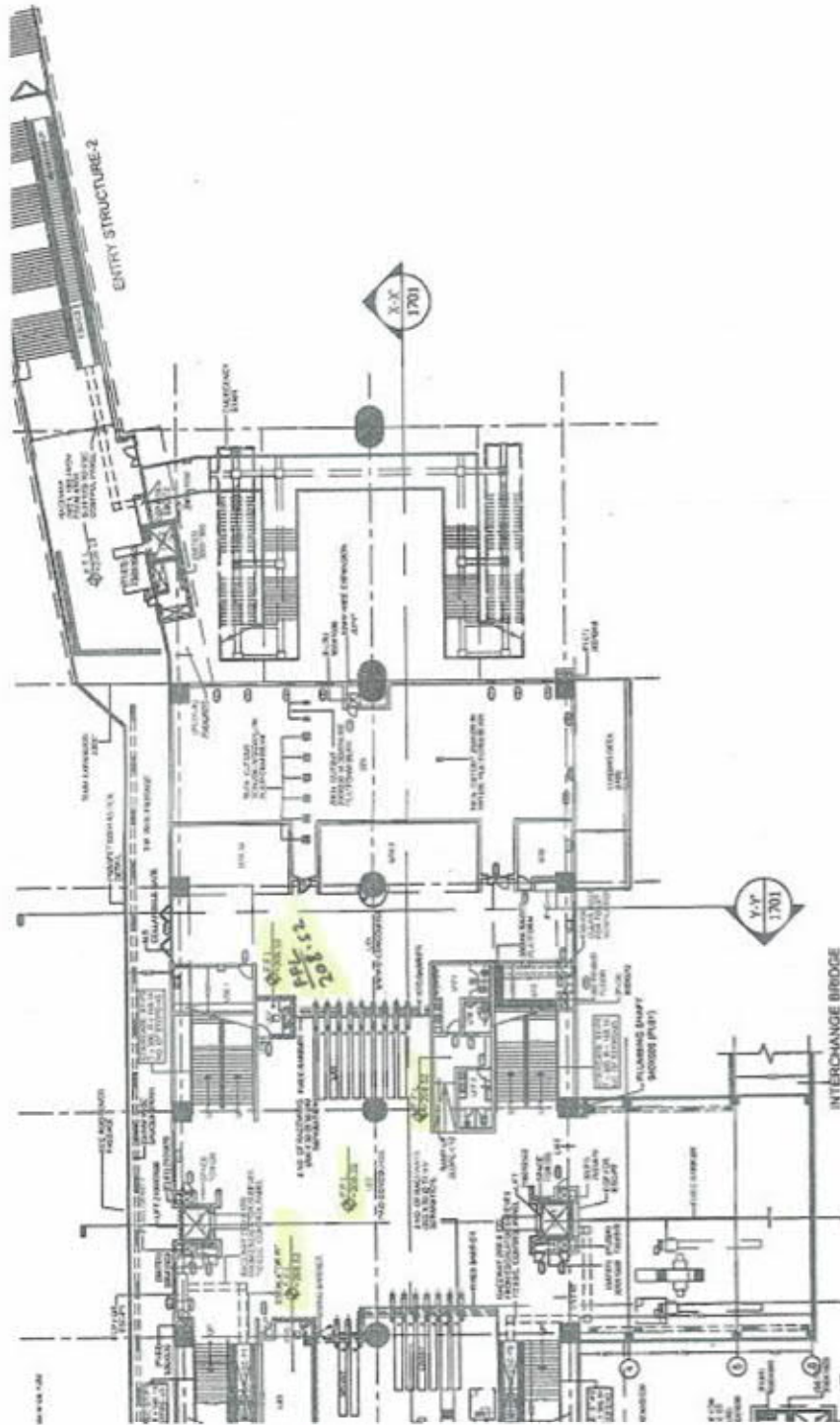
Please Note: The map shown above is indicative (not to scale)

S.NO.	Name of the Station
1.	Sector 51 Station
2.	Sector 50 Station
3.	Sector 76 Station
4.	Sector 101 Station
5.	Sector 81 Station
6.	NSEZ Station
7.	Sector 83 Station
8.	Sector 137 Station
9.	Sector 142 Station
10.	Sector 143 Station
11.	Sector 144 Station
12.	Sector 145 Station
13.	Sector 146 Station
14.	Sector 147 Station
15.	Sector 148 Station
16.	Knowledge Park II Station
17.	Pari Chowk Station
18.	ALPHA I Station
19.	DELTA I Station
20.	GNIDA Office Station
21.	Depot Station

7.2. Appendix 2 : Alignment/ Drawings of Sector 51, NMRC and Sector 52, DMRC



DMRC Sec-52 Station Concourse Level Plan
208.52



7.3. Appendix 3: Technical Specifications and Design of the Proposed FOB

<The Bidder is supposed to share the proposed design along with specifications as part of the Technical Bid>

8. Section 8 : Forms

8.1. Form 1: Letter of Proposal Submission

[Location, Date]

To

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

Subject: Construction, Development, Operation & Maintenance of Covered Foot Over Bridge connecting concourse of Sector 51 NMRC and Sector 52 DMRC Metro Stations

Dear Sir,

We, the undersigned, offer to provide the services in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

- Studied and analysed and satisfied ourselves about all the requirement of the tender including but not limited to market and market conditions
- Carefully assessed the commerciality of Project and that we will be fully responsible for all its assessment in this regard.
- Seen / visited / assessed the potential locations of the Metro Stations and fully understand and comprehend the technical, financial, commercial and investment requirements.

We have filled the complete information correctly in Form 17: Bid Details.

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

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

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

8.2. Form 2: Firm Details

1.	<p>Title and name of the Project: Construction, Development, Operation & Maintenance of Covered Foot Over Bridge connecting concourse of Sector 51 NMRC and Sector 52 DMRC Metro Stations</p>												
2.	<p>State the structure of the Bidder's organisation (Bidders to complete/delete as appropriate) Sole Bidder/Consortium</p>												
3.	<p>For Bidders who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person: </p>												
4.	<p>In case of a consortium, state the following:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 30%;">Names of members (Lead member first):</th> <th style="width: 20%;">Legal Status</th> <th style="width: 30%;">Registered address and principal place or business</th> <th style="width: 20%;">Percentage participation (equity)</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: Authorised contact person (from lead member): Contact person's title: Address, telephone, facsimile and e-mail ID of contact person:</p>	Names of members (Lead member first):	Legal Status	Registered address and principal place or business	Percentage participation (equity)	a.				b.			
Names of members (Lead member first):	Legal Status	Registered address and principal place or business	Percentage participation (equity)										
a.													
b.													

8.3. 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

Tender Reference No : _____

Name of Work : _____

Name of Bidder: _____

S.No.	<u>ELIGIBILITY CRITERIA</u>	(To be filled by the Bidder)
1	Sole proprietorship, registered partnership firm, public limited company, private limited company or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India.	
2	<p>The Bidder/ Consortium shall have in last five years' experience in undertaking</p> <p style="padding-left: 40px;">I. At least one work of construction, development and operation and maintenance of FOB on BOT basis with government agency in India of value of INR 23.28 Crore</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">II. Two works of construction, development and operation and maintenance of FOB on BOT basis with government agency in India of value of INR 14.55 Crore</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">III. Three works of construction, development and operation and maintenance of FOB on BOT basis with government agency in India of value of INR 11.64 Crore</p>	
3	The Bidder/ Consortium shall have in last five years' experience as out-of-home media company in managing outdoor advertising spaces in bus shelters, metro rails, flyovers, billboards, FOBs.	
4	The Bidder (or lead member of consortium) should have average annual turnover of at least INR 29.1 Crore in last three Financial Years (2017-2018, 2018-2019, 2019-2020 or 2018-2019, 2019-2020, 2020-21)	
5	The Bidder (or lead member of consortium) should have net worth of at least INR 7.28 Crore during last completed financial year (2019-2020 or 2020-2021)	
6	The Bidder/ / all the consortium members should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Company in last 5 (five) financial years.	

8.4. Form 4: Eligible assignments of the Bidder

#	Name of Project	Name of Client	Government Agency (Yes/No)	Value	Start Date	End Date	Proof Attached
1							
2							
3							
4							
5							
6							
7							
8							

8.5. Form 5: Financial Details

#	Financial Year	Turnover	Net worth
1.			
2.			
3.			

Note: Attach audited financial statements as proof of the above figures.

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____ (Name of applicant), 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.)

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.

8.6. Form 6: Memorandum

Name of Work: Construction, Development, Operation & Maintenance of Covered Foot Over Bridge connecting concourse of Sector 51 NMRC and Sector 52 DMRC Metro Stations

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

8.7. Form 7: Undertaking

Name of Work: Construction, Development, Operation & Maintenance of Covered Foot Over Bridge connecting concourse of Sector 51 NMRC and Sector 52 DMRC Metro Stations

I confirm that I/ Bidder/ any of the consortium members have not been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years.

I confirm that I/ Bidder/ any of the consortium members [*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

8.8. Form 8: 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 corporation.

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 **'Construction, Development, Operation & Maintenance of Covered Foot Over Bridge connecting concourse of Sector 51 NMRC and Sector 52 DMRC Metro Stations'** 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 corporation, 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 executant(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 executant(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 executant(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 executant(s).

8.9. Form 9: Statement of Legal Capacity

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

Ref. Date:

To

GM 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 authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable*

8.10. Form 10: Power of Attorney for Lead Member of Consortium

Whereas the GM Technical, Noida Metro Rail Corporation Limited (NMRC) has invited applications from interested parties for the **Construction, Development, Operation & Maintenance of Covered Foot Over Bridge connecting concourse of Sector 51 NMRC and Sector 52 DMRC Metro Stations** (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 corporation 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,.....having our registered office at,M/s. having our registered office at,M/s.having our registered office at,andhaving 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 OF2.....

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 executant(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*

8.11. Form 11: Consortium Agreement / Memorandum of Understanding

(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 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, 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

AND

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 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 third PART]

Whereas Noida Metro Rail Corporation Limited (hereinafter referred to as 'NMRC') has invited Bids for the Licensing of _____ 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:

2. 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 Licensing of _____ in terms of the Bid invited by Noida Metro Rail Corporation Ltd., (NMRC).

3. 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 license, in case the Consortium turns out to be the successful bidder in the bid being invited by NMRC for the said purpose.
4. 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 eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for _____.
5. 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.
6. 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 license agreement.
 - II. The Participant Member shall have _____ (____%) of shareholding with reference to the Consortium for this specified license 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 WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1.(_____) 2.(_____) 3.(_____)
Authorized Signatory Authorized Signatory Authorized Signatory
(_____) (_____) (_____)
For (Name of company) 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

8.12. Form 12: Undertaking for Responsibility (In case of Consortium)

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

Undertaking for Responsibility

_____ as a lead member of the consortium of _____ companies – namely _____ (complete name with address) jointly & severally undertake the responsibility in regards to the license 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 licenses 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 License 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. _____
6. _____

- Witness
- 1.
 - 2.

8.13. Form 13: Salable Form for Tender Document

Job No.

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

DETAILS OF ERNEST MONEY ATTACHED

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

BIDDER

8.14. Form 14: Declaration of Refund of Earnest Money

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

1	Bidder Name	
2	Bidder Address	
3	Bank Name	
4	Bank Branch	
5	A/c No	
6	IFSC Code	
7	PAN No.	
8	Tin/TAN No.	
9	GST No.	
10	Phone No.	
11	Mobile No.	
12	Email-Id	
13	Type of Account	
14	Party Unique Id	

The above provided information is true to the best of my knowledge.

Date:

Signature with Stamp/Seal

8.15. Form 15: Bid Offer/ BOQ (Format)

To

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

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

Sub: Construction, Development, Operation & Maintenance of Covered Foot Over Bridge connecting concourse of Sector 51 NMRC and Sector 52 DMRC Metro Stations

Dear Sir,

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

I/we hereby quote the following

S. No (A)	Description of Item (B)	License Period (Year) (C)	Total Quoted amount for 1st Year* (Rs.) (D)	Total Quoted amount for 1st Year* (Rs.) (E)
1	License Fee Per Annum*	<i>7 years with Additionally, the License Period can be further extended for mutually agreed period (up to 10 years) on the same terms and conditions.</i>	In Figures.....	In Words.....

Note

- a. *Licensee Fee Per Annum is for
 - (i) **Advertisement rights** inside/outside of FOB (max. 511 Sqm) &
 - (ii) For Maximum up to 5% of the total floor area available or 06 number of **kiosks** of 20 Sqm area (i.e. 120 Sqm), whichever is less

- a. Received H1 bid will be selected by NMRC
- b. We have completely read and understood the Tender Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document. This quote shall be escalated **at rate of 5% per annum from second year onwards on compounded basis.**
- c. The license fee is exclusive of all applicable taxes and levies. The Licensee shall bear all the applicable taxes including GST at prevailing rates. Any future revision in taxes shall also be borne by Licensee.
- d. The Financial Bid submitted is unconditional and fulfills all the requirements of the Terms of Reference Document.
- e. We have completely read and understood the Bid Document. 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 Authorized Person

NAME OF THE BIDDER AND SEAL

8.16. Form 16: Proforma for Clarifications / Amendments on the RFP

Sl. No.	Document	Clause No. and Existing Provision	Clarification required	Suggested Text for the Amendment	Rationale for the Clarification or Amendment

Authorized signatory

Name:

Date:

Name of the Bidder with seal

8.17. Form 17: Bid Details

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.

S.No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Documentary evidence such as Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership		
4	Self-attested copy of PAN card of the company/firm; the GST registration (For all the members in case of Consortium)		
5	Form 1: Letter of Proposal Submission		
6	Form 2: Firm Details		
7	Form 3: Capability Statement		
8	Form 4: Eligibility assignments of the Bidder		
9	Form 5: Financial Details		
10	Form 6: Memorandum		
11	Form 7: Undertaking		
12	Form 8: Power of Attorney		
13	Form 9: Statement of Legal Capacity		
14	Form 10: Power of Attorney for Lead Member of Consortium		
15	Form 11: Consortium Agreement / Memorandum of Understanding		
16	Form 12: Undertaking for Responsibility (In case of Consortium)		
17	Form 13: Salable Form for Tender Document		
19	Form 14: Declaration of Refund of Earnest Money		
21	Form 16: Proforma for Clarifications / Amendments on the RFP		
22	Detailed Specifications, special features and make of the FOB proposed		
23	Any other document asked by the Corporation if submitted, specify the documents Or Any other document which the Tenderer considers relevant		