

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

**REQUEST FOR PROPOSAL (RFP)**

**E tender No. NMRC/Parking/NGN/C4/61/2019**

**Contract No. PRK-C4**

**License of Parking Rights at various Metro Stations of Noida –  
Greater Noida corridor  
(Cluster – 4)**

**January 2019**

**Issued by:**

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

## **Disclaimer**

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “License of Parking Rights at various Metro Stations of Noida - Greater Noida corridor” contains brief information about the scope of work and selection process for the Bidder (“the Licensee” or “the Tenderer”). 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 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 authority as may be in force and effected from time to time
- d) **“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
- e) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender
- f) **“E-Bid Security”** means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- g) **“Highest Bidder”** means the Bidder, who quotes the highest License Fees
- h) **“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.
- i) **“License Period”** means a period of 2 years
- j) **“NMRC”** means Noida Metro Rail Corporation Limited ( or “Corporation” or “Licensor”)
- k) **“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
- l) **“Party”** means Licensee or Licensor (together they are called **“Parties”**)
- m) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- n) **“Re. or Rs. or INR”** means Indian Rupee
- o) **“Revenue Operations Date (ROD)”** means the date of operation of metro
- p) **“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	<b>License of Parking Rights at various Metro Stations of Noida - Greater Noida corridor</b>
2	Time-period of contract	2 (two) years.
3	Method of selection	Cost Based Selection (Highest – H1)
4	Bid Processing Fee	INR 23,600 /-(including GST) (Rupees Twenty Three Thousand Six Hundred Only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
5	Ernest Money Deposit (EMD)	Cluster 4 = INR 2 Lakh (Rupees 2 Lakh 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's official for addressing queries and clarifications	GM (Technical) Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcnoida@gmail.com Website:www.nmrcmoida.com, <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
8	Bid Validity Period	180 days
9	Bid Language	English
10	Bid Currency	INR
11	<b>Schedule of Bidding Process</b>	
	Task	Key Dates
	Uploading of Bid	11/01/2019
	Pre-bid Meeting	21/01/2019, 1100 Hrs (IST)
	Last date of issuing amendment, if any	28/01/2019
	Last Date of Bid Submission	01/02/2019, 1500 Hrs (IST)
	Date of Technical Bid Opening	04/02/2019, 1500 Hrs (IST)
12	Consortium to be allowed	Yes
13	Account details	<b>For Bid Processing Fee &amp; EMD</b> State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh - 201301 IFSC Code: SBIN0004077 <b>A/c No. 37707840592</b> <b>Noida Metro Rail Corporation Ltd.</b>

## Content

Disclaimer .....	2
Data Sheet.....	4
1. Section 1: General Information .....	8
1.1. Background.....	8
1.2. About Locations .....	8
1.3. Communication.....	8
2. Section 2: Terms of Reference.....	9
2.1. Scope of License of Parking Rights of Parking Lots in NMRC.....	9
2.1.1. General Conditions .....	9
2.1.2. Parking Charges .....	12
2.1.3. Mandatory security requirements .....	12
3. Section 3: Instructions to Bidders .....	15
3.1. General instructions.....	15
3.1.1. Cost of Bid Document / e-Tender processing Fee .....	15
3.1.2. Acknowledgement by Bidder .....	15
3.1.3. Availability of Bid Document .....	16
3.1.4. Clarifications of e-Bid.....	16
3.1.5. Amendment of e-Bid Document.....	16
3.2. Preparation and submission of Bids .....	17
3.2.1. Language of e-Bid .....	17
3.2.2. Documents constituting the e-Bid .....	17
3.2.3. Documents establishing Bidder's Qualification.....	17
3.2.4. E-Bid form.....	17
3.2.5. E-Bid Currency.....	17
3.2.6. Formats and Signing of e-Bid .....	18
3.2.7. Deadline for submission of e-Bid.....	18
3.2.8. Submission of e-Bid.....	18
3.2.9. Late e-Bid.....	19
3.2.10. Withdrawal and resubmission of e-Bid .....	19
3.2.11. NMRC's right to accept any e-Bid and to reject any or all e-Bids.....	20
3.2.12. Period of validity of e-Bid .....	20
3.2.13. Correspondence with the Bidder .....	20
3.3. Earnest Money Deposit .....	21
3.3.1. Earnest money deposit (EMD).....	21
3.4. Opening and Evaluation of Bids .....	21
3.4.1. Opening of technical e-Bid by NMRC .....	21
3.4.2. Opening of financial e-Bid.....	21
3.4.3. Correction of Errors .....	22
3.4.4. Examination of e-Bid document.....	22

3.4.5.	Contacting NMRC .....	22
3.4.6.	Confidentiality .....	22
3.5.	Award of Contract .....	23
3.5.1.	Award Criteria .....	23
3.5.2.	Notice of Award (NOA) .....	23
3.5.3.	Signing of contract .....	23
3.5.4.	NMRC's right to accept any e-Bid and to reject any or all e-Bids.....	23
3.5.5.	Other points related to tender document .....	23
4.	Section 4: Qualification, Evaluation and Selection Process .....	24
4.1.	Minimum Technical and Financial 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.	Performance Security / Security Deposit.....	27
4.6.	Contact during Proposal Evaluation .....	27
4.7.	Project Financial Terms .....	28
4.7.1.	Tenure of Contract.....	28
4.7.2.	Schedule of Payment.....	28
4.7.3.	Payment Terms.....	28
4.7.4.	Non Payment of License Fee and Other Duties .....	28
5.	Section 5: Standard Conditions of Contrast .....	30
5.1.	Obligations of Licensee .....	30
5.2.	Obligations of Licensor .....	34
5.3.	Good Faith .....	35
5.4.	Penalties .....	35
5.5.	Miscellaneous .....	36
5.6.	Special Conditions .....	39
6.	Section 6 : Draft License Agreement.....	42
7.	Section 7: Appendix and Forms .....	45
7.1.	Appendix 1: Metro Alignment .....	45
7.2.	Appendix 2: Schedule of Parking Site .....	47
7.3.	Appendix 3: Tentative Plans of Parking Site .....	48
7.4.	Form 1: Letter of Proposal Submission .....	49
7.5.	Form 2: Firm Details .....	50
7.6.	Form 3: Capability Statement .....	51
7.7.	Form 4: Experience .....	52
7.8.	Form 5: Financial Capability Details .....	53
7.9.	Form 6: Memorandum .....	54
7.10.	Form 7: Undertaking .....	55
7.11.	Form 8: Power of Attorney.....	56
7.12.	Form 9: Statement of Legal Capacity .....	58
7.13.	Form 10: Power of Attorney for Lead Member of Consortium.....	59

7.14.	Form 11: Consortium Agreement / Memorandum of Understanding .....	61
7.15.	Form 12: Salable Form for Tender Document.....	63
7.16.	Form 13: Declaration of Refund of Earnest Money .....	64
7.17.	Form 14: Bid Offer/ BOQ (Format) .....	65
7.18.	Form 15: Proforma for Clarifications / Amendments on the RFP <b>Error! Bookmark not defined.</b>	
7.19.	Form 16: Bid Details .....	67

## 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 is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. The Company desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Company is to help create an efficient, safe, reliable, economical and affordable public transport system
- c. An elevated metro line between Noida and Greater Noida is already under advanced stages of testing.
- d. NMRC invites E-Bids for selection of Licensee for granting parking rights at various metro stations in NMRC
- e. The objectives are:
  - i. To ensure that the Park and Ride facility at the metro stations is patronized by metro passengers only
  - ii. To facilitate and encourage use of public transport by metro commuters
- f. In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this Request for Proposal Document.
- g. 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 qualified Bidders will be opened.
- h. The Successful Bidder shall provide the services as described in the tender document.

### 1.2. About Locations

The metro corridor is 29.7 km long in first phase and is known as Noida Greater Noida Metro Rail Corridor. It comprises 21 metro stations starting from Sector 51 in Noida and ends up at Depot Station in Greater Noida. The bidder may bid for any one or multiple parking lot clusters (packages) but a maximum of 2 clusters shall be allotted to any single bidder. The map is in Appendix 1: Metro Alignment

### 1.3. Communication

All communications 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

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



## 2. Section 2: Terms of Reference

### 2.1. Scope of License of Parking Rights of Parking Lots in NMRC

The Selected Bidder shall be permitted to collect parking charges and run the parking site of NMRC at the selected Metro stations(s). The parking lots are divided into 4 (four) clusters. A bidder can bid for multiple clusters but shall be allotted a maximum of two clusters. The RFPs are invited in 4 Clusters (Packages). Bidders may bid for all four. However if the Bidder is the highest bidder (H-1) in any 2 packages then the Financial proposal of such Bidder will not be opened for subsequent packages.

#### 2.1.1. General Conditions

- a. The area of the parking site is as follows:

Cluster No.	Stations	Tentative Area (Sqm)	Tentative Cluster Area (Sqm)
1.	Delta I	6,005	25,460
	Sector 147	4,006	
	Sector 83	5,630	
	NSEZ	3,650	
	Sector 51	6,170	
2.	Sector 145	4,004	14,139
	Alpha I	4,944	
	Sector 143	3,190	
	Sector 146	2,000	
3.	Sector 142	5,000	22,237
	Sector 76	10,086	
	Sector 81	4,652	
	Sector 148	2,499	
4.	Sector 137	5,755	16,886
	Pari Chowk	4,402	
	Sector 144	4,000	
	Sector 101	2,729	

- b. The parking stations shall be required to remain open from 6 a.m. to 12 a.m.

- c. 60 sqm area will have to be kept free of parking near the main entrance for first responder in view of security aspects during disaster period.
- d. The parking stations are allotted on 'as is where is' basis and the tenderer shall not raise any dispute regarding the allotted/approved area and the area shown against the respective parking lot may be treated as an approximate area.
- e. The metro parking lots should have earmarked areas for 4-Wheelers, 2-Wheelers and Cycle users, though some element of overlap will be allowed subject to availability of space. The earmarked areas for 4 wheelers (cars) and 2-wheelers (Scooters/Bikes) should have proper earmarked blocks to ensure orderly parking
- f. One or more ECS space, preferably near the entry gate of the parking lot, to be earmarked for differently-able passenger.
- g. For parking of Cycles, proper cycle stand shall be provided as per NMRC's approved specifications / design.
- h. Area offered by NMRC is "Super Area" no reduction in areas on any account (such as pillars, trees, poles, pits, drainage or other placed services such as mobile towers, boom barriers, battery charging stations, CCTV poles, Security huts etc.), will be considered at any cost. However, if NMRC reduces the area for any other use for NMRC that will be honoured by the Licensee and his license fee will be reduced accordingly on pro rata basis. The adjustment of license fees shall only be done, if required, in the second or subsequent monthly license fees.
- i. The parking area is indicative. The actual area may vary depending upon site condition. The parking area may increase/ decrease as per site conditions. The license fee will be proportionate to the area allowed/ handed over for parking in case of decrease/ increase. If there is any dispute related to the area of parking space, representation to this effect can be made only within 30 days from the date of handing over of the site by NMRC.
- j. The license fee shall commence from the date of handing over the authorizations in respect of the parking site or from the date of taking over of the site as mentioned in the NOA, whichever is earlier. It is a term of this agreement that the tenderer shall at no time raise any dispute regarding the date of commencement of license fee and nor it shall be entertained for any reason whatsoever by NMRC.
- k. The Licensee shall pay the license fee in advance on monthly installment basis to be deposited in NMRC treasury by way of a Demand Draft payable in favour of the ED, NMRC by the 10th of each month and shall be liable to pay an interest @ 18% per annum for its failure/inability to pay the sum due to the NMRC. In case of delay up to 14 days, interest shall be payable for 15 days and for delay of more than 15 days (up to 30 days) interest payable shall be for one month.
- l. The Licensee shall be liable to complete all the formalities concerning deposit of advance license fee and execution of the license deed on a non-judicial stamp paper of Rupees One Hundred to be purchased & executed by the Licensee within ten days of the date of issue of letter of acceptance. In case the successful bidder fails to complete any/all the requisite formalities, its offer shall be liable to be rejected and the Earnest Money forfeited. Thereafter it shall be the entire discretion of the NMRC to deal with the said parking lot as it deems fit and proper.
- m. The Licensee shall not cause any interference/hindrance to any activity of the NMRC or any government authority at the parking site in regards to the laying of pipe/conduit/cable etc. and the Licensee shall get the affected area redone at his own expense in an expedient manner as is expected of a prudent person
- n. The Licensee shall take approval of parking pattern for parking of cars/two wheelers including inlet and exit for and the Licensee shall be bound to park the vehicles according to that approved pattern and that in no case shall the Licensee allow washing of the cars/two wheelers/servicing/repairing etc. in the parking lot/area. The Licensee shall ensure that such area (s) are kept free from any encumbrance in a neat and tidy with no garbage collection

- o. The Licensee shall operate & personally supervise the operation and maintenance of the parking lot round the clock for the entire period of this contract and the Licensee agrees further to realize the parking fees as per Section 2.1.2.
- p. The Licensee shall be personally liable, accountable and responsible for any or all the damages/ losses caused to the vehicle (s) parked at the parking lot and the Licensee shall also be responsible liable for any damages/losses suits arising out of such an incident.
- q. The Licensee shall manage the parking by himself or through his employees, but shall not be allowed to sublet the parking site to any other person. The contract shall be liable to be determined with immediate effect if it is noticed by the NMRC that in violation of the clause, he has allowed any other person other than his employee, to run the parking lot. A penalty as per Section 5.10 shall be imposed and if violation continues NMRC reserves its right to terminate the allotment with forfeiture of security deposit and balance amount of license fee.
- r. The Licensee shall not store any articles or allow any vendor or encroachment at the parking sites. He shall also not be allowed to erect any structure at the parking site, temporary or permanent. In case such structure has been erected by the tenderer, he shall be liable for prosecution. Such structure, if erected by the Licensee shall be removed/demolished at the risk and cost of the Licensee by the NMRC.
- s. The Licensee shall not allow encroachment of any kind inside or beyond the parking area. In case any encroachment is found at parking site, the same will be removed without any notice with an imposition of a penalty.
- t. The land of the parking site shall always remain the unhindered & exclusive property of the NMRC and the Licensee shall have no claim, right/title or interest of any nature of easement in relation to or in respect thereto.
- u. The Licensee shall keep a complaint book at parking site and shall be made available to the vehicle owners/visitors to note down their complaints. However the NMRC through its authorized officials/officer shall have the right to check the Complaint Book for initiating action or taking cognizance as and when it considers it proper.
- v. If the Licensee is found parking or letting any parking outside the white line/demarcated line drawn by the NMRC, a penalty as provided shall be imposed with the NMRC reserving its right to tow away such vehicles at the cost of the Licensee and/or terminate the allotment with the forfeiture of security deposit.
- w. The Licensee shall honour the (FREE) 'Parking Passes/Stickers' issued by NMRC to the vehicles of officials, with the liberty of the NMRC to sign MOU with any association of traders/authority for providing free parking, with any traders association/society/authority which shall also be honoured by the Licensee of the parking lot without any interference of license fees what so ever
- x. The concerned officials of NMRC shall be entitled at all hours to enter the said premises for checking and review purpose.
- y. It is agreed between the parties that in case the NMRC for reasons beyond its control or change in government policy, law or direction by any authority is not able to hand over physical possession of a particular parking lot to the Licensee, the Licensee shall accept the alternative parking lots to be offered to him in lieu of the parking lot tendered by him without any demur. However if the Licensee fails to operate the parking lot at the alternative site, he shall be liable to pay the license fee for the remaining period of the original contract and no refund will be allowed to him on this account. The Licensee shall run the new parking lot at the rates determined by the NMRC for pro-rata basis for the remaining period of the original contract.
- z. NMRC may permit the Licensee to temporarily place a portable cabin/shelter for operational use of the parking site after approval by the NMRC. The same will be removed immediately on termination of contract or completion of the contract period.

- aa. The Licensee shall have to put boards displaying as (I) paid parking (II) free parking or parking prohibited area as per the prevailing conditions. Display boards shall be of high density insulated retro reflective sheet.
- bb. The Licensee shall have to display parking charges on board separately.
- cc. The Licensee shall provide a board at the entrance displaying "PARKING FULL, KINDLY SEEK ALTERNATE PARKING, in case the parking is full, to avoid inconvenience to the intending visitors to the parking lot at his own cost.
- dd. In case occupancy of parking is less and if the licensee desires then other facilities related to vehicle like washing, air filling, and PUC would be allowed, with prior written approval from NMRC if facility is created by the licensee. However, no rebate in license fee would be allowed on this account. For this purpose, licensee would submit a proposal along with the plan which would be approved/ rejected by NMRC within 30 days and facility shall be created at licensee's cost.

**2.1.2. Parking Charges**

The parking charges to be collected by the Selected Licensee car parking shall be as under. Rates below are inclusive of GST and TDS. However, Licensee is required to submit the applicable GST and TDS as per statutory requirements.

Type of Vehicle	Parking charges			
	Up to 6 hours	Every additional 2 hours	Maximum rate	Monthly charges
Four Wheelers	20	10	40	800
Two Wheelers/Auto	10	5	20	400

- a. The parking hours and parking charges shall be displayed on the rate board as approved by the NMRC. The rates (including Monthly charges) and vehicular composition are subject to change/ revision upwards or downwards as per direction of NMRC.
- b. The monthly license fee shall be revised proportionately on account of increase or decrease in parking rates. The Licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever, on account of upward or downward revision of parking charges by NMRC.

**2.1.3. Mandatory security requirements**

- a. NMRC shall provide the following at each parking site:
  - i. One entry post of 3.0 m X3.0 m size
  - ii. One Electric point connection on chargeable basis for fan , tube light , computer and other equipment's for smooth running of parking
  - iii. Hand Held automated devices with printer for issuing parking slips
  - iv. Boom Barrier's at entry of each parking lot
  - v. CCTV surveillance of the area
- b. Parking agency will have to exhibit parking rates, name of agency and phone number painted on steel board with reflective paint. The Licensee shall mandatorily install/maintain the following at the parking site:
  - i. Computers to maintain proper parking records, along with uninterrupted power supply

- ii. Sufficient number of safety cones and chains for proper parking management
  - iii. Inverted Mirror in proper conditions
  - iv. Basic cleaning equipment
- c. It may be noted that the entire responsibility of safety & security of parking lots and of vehicles parked therein lies with the parking contractor/licensee. All measures like frisking of vehicles, checking of vehicles underneath with inverted mirror & its boot to be done by the Licensee for each & every vehicles entering into the parking lot. The licensee shall manage the parking of vehicles, security of the site, cleanliness, computerization, security with NMRC provided CCTV's for coverage of entire parking area, linked to NMRC server. The licensee shall comply with the directions of local police authorities given from time to time.
- d. The Licensee will be solely responsible for the safety and security of all the vehicles parked in parking. He will be liable to pay compensation in case of theft of vehicles or damages to vehicles if any arises, to the commuters/users of the parking lot. Also, when the vehicle is insured the Licensee shall facilitate the claimant in preferring claim before insurance company. In any case, NMRC will not be responsible for any damage/theft of vehicles from the parking area.
- e. In case of pendency of any claim made by the owner of any vehicle for the loss/damage/theft of vehicle before any authority, the NMRC shall have the right to deduct and withhold the amount from security deposit paid by the tenderer to the extent of the value of vehicle insured with the Insurance Company till the finalization of claim before the Court/Insurance Company/statutory authority. On such deduction, the Licensee will be asked to recoup the security deposit within 10 days. The notice for recoupment of security deposit will be treated as termination notice in case of failure of Licensee to recoup the security deposit within time. The Licensee will also be liable to pay an interest @ 15 % per annum on shortfall in security deposit from the date of transfer of compensation in the bank account of the owner of the vehicle to the date of recoupment of security deposit by the Licensee. The failure to recoup the security deposit will be treated as breach of contract and the Licensee would be blacklisted from participating in parking tenders of NMRC for 3 (three) years.
- f. If any vehicle is lying unauthorized in the parking for more than 48 hours, the Licensee will appraise Local Police/Metro Police and Station Controller in writing. He will also monitor that particular vehicle during night hours also, where night parking is not available or not in practice.
- g. Proper record will be maintained by the Licensee in which details of all vehicles like time/date of entry/exit will be recorded. A separate register shall also be maintained to record date & entry/exit time of vehicles entering into the parking lot. The counterfoils will be maintained by the Licensee for the entire period of the contract. In the same way record of monthly passes issued to the commuters will be maintained by the Licensee for the entire period of the contract in the register form and it will be produced as and when required by any authorized representative of NMRC. The Licensee shall get the parking slips and monthly passes printed at his own cost. The colour code for slips should be pink for four wheelers, yellow for two wheelers and white for zero value. Approval for contents of the slips should be taken from NMRC.
- h. The Licensee shall only employ uniformed Parking Attendants at parking site only after getting their police verification done. The Licensee shall keep the NMRC informed of the particulars of the Attendants deployed by him at the parking site from time to time. The Licensee shall ensure that all the Parking Attendants wear uniforms with Badges displaying their names as approved by NMRC.
- i. Licensee will arrange to keep helmets of passengers in safe custody against issuance of receipt in printed form indicating rates for charging helmet, if any. For any damage/ loss of helmet, Licensee will be responsible to compensate the passenger.
- j. If licensed parking areas are required to be closed as per instructions of various government authorities or the competent authority of NMRC to ensure the security of the parking areas, during Bandhs, riots, strikes and national festivals like Holi, Independence Day, Republic Day, etc., the

parking areas will be closed as per the requirement. Claim to reduce the license fee on this account will not be entertained from the contractor by NMRC.

- k. In case if the parking slip is lost by commuter/passenger, it is prime responsibility of Licensee to ensure bonafides of claimant and give delivery of vehicle to owner after taking following documents-
  - i. Photocopy of registration duly attested by owner
  - ii. Photocopy of driving license & residential address
  - iii. An affidavit on 50/- Non-Judicial stamp paper with complete address & mobile and landline phone no.s
  - iv. An amount of Rs 20/- shall have to be paid extra to Licensee
- l. The Licensee shall demarcate spaces equivalent to 2.5% Car space and 2.5% two-wheeler space for NMRC Staff free of cost. These spaces shall be close to the entrance of the main station building as far as technically feasible. He will also issue a zero amount parking receipt to the employees of NMRC. NMRC feeder buses may also be parked in parking lot as demarcated for NMRC vehicles.
- m. The Licensee shall abide by all rules and regulations, orders and instructions that NMRC may from time to time make or adopt or issue for the care, protection and administration of the station parking site and the general welfare and comfort of NMRC employees and other connected persons.
- n. The Licensee shall also abide by all the rules and regulations under the Metro Act and in addition to the penalties leviable under this contract shall also be liable to pay all penalties as may be applicable under the metro rail act/ordinance
- o. The use of the parking site will be subjected to the following restrictions:
  - i. The site is not be used for parking heavy vehicles like truck, loading tempos, commercial material loading autos, taxis , JCB, Gensets, Jugaad etc. However light four / three wheeler public transport like Gramin Sewa etc may be permitted with prior approval of NMRC. Rates applicable shall be that of four wheeler/three wheeler.
  - ii. The employees of the Licensee shall under no circumstances be construed as employees of NMRC, and the Licensee indemnifies NMRC against any claims whatsoever against claims made by Licensee's employees. However the Licensee shall abide by the minimum wages fixed and revised from time to time by the Ministry of Labour & Employment, Government of India for employment. Where both Central and State Government have fixed the minimum rates of wage, the rates of wages whichever is higher will be applicable.
  - iii. The Licensee will strictly abide by and comply with all security instructions as may be issued from time to time by NMRC/ Authorized representative.
  - iv. The Licensee shall not tap electricity from any structure/ circuit or fixture of NMRC or from any other source.
  - v. The Licensee shall not permit the use of the parking site by hawkers, betel or cigarettes sellers, cold drinks and tea venders and all such other like activities.
  - vi. The Licensee will vacate the site peacefully after the expiry of license or on its cancellation.
  - vii. The parking site will not be used or permitted to be used by the Licensee for exhibition/display or any hoarding advertisement etc. and no indecent obnoxious or such other activity as may cause nuisance/embarrassment to the general public shall be carried or permitted to be carried in the parking site and the decision of the NMRC in this regard shall be final and binding.

### 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. A Bidder is eligible to submit Tenders for more than One Station.
- b. 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.
- c. 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.
- d. 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.
- e. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e - Bid.
- f. 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.
- g. NMRC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.
- h. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

##### 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](http://www.nmrcnoida.com)) to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee 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](http://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.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the GM (Technical), 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 License of Parking Rights at various Metro Stations of Noida - Greater Noida corridor"**. The responses will be posted to all such queries on the official Website [www.nmrcnoida.com](http://www.nmrcnoida.com). NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.
- c. A pre- 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.
- d. **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 for provision of advertisement media, access to station/ site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant.
- e. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- f. However, NMRC shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Section 3.2.13 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 or in iterative 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](http://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](http://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](http://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>). There shall be a single financial quote for each metro station for which the bid is submitted.

### 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 1<sup>st</sup> 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 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 and 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 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 submitting bids for more than one cluster shall be required to submit EMD for each cluster 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 Purchaser 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 sign the contract with the Corporation.

### 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 be 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 contract;
  - 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.

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

- a. The parking area is indicative. The actual area may vary depending upon site condition. The parking area may increase/ decrease as per site conditions. The license fee will be proportionate to the area allowed/ handed over for parking in case of decrease/ increase.
- b. No page(s) of the tender shall be removed and the entire set must be submitted, as its failure to comply the instructions may result in the rejection of the tender.
- c. All entries by the tenderers should be written legible.
- d. Incomplete, irrelevant conditional tenders are liable to be rejected without assigning any reason. Tenders not submitted on proper prescribed form shall not be considered and are liable to be rejected.
- e. No additions or alterations are permitted in the tender papers, if tenderer does so, the same shall not be considered and such tender is liable to be rejected.
- f. Any tender not fulfilling all the conditions is likely to be ignored / rejected without assigning any reason.
- g. No refund of the cost of bid document/ e-Tender processing fee is claimable for tenders not accepted or for tenders not submitted.

## 4. Section 4: Qualification, Evaluation and Selection Process

### 4.1. Minimum Technical and Financial 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 should have a minimum experience of having satisfactorily completed similar works during last 5 (five) years period ending last day of month previous to the one in which the bids are invited should be either of the following:
  - One similar completed work costing not less than the amount equal to INR 0.99 crore (Rupees Ninety Nine Lakh Only)
  - Two similar completed works costing not less than the amount equal to INR 0.62 crore (Rupees Sixty Two Lakh Only)
  - One similar completed work costing not less than the amount equal to INR 0.50 crore (Rupees Fifty Lakh Only)

**Definition of Similar Works** shall be operating the parking lots with Government Departments/ Public Sector/ 5&above star Hotel/ Hospital/ Municipal Corporation/ Airport/ Sea Port/ Railways/ Bus Terminals/ Cinema Halls etc.

*In case of Consortium- Full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in Consortium having different constituents, then the value of work as per their percentage participation in such Consortium shall be considered. This is to be substantiated with documentary evidence.*

- c. The Bidder should have minimum average turnover of amount equal to INR 0.99 crore (Rupees Ninety Nine Lakh Only) in the last 3 (three) Financial Years (2015-16, 2016-2017, 2017-18) preceding the Bid Due Date:

*In case of Consortium - The averages annual turnover of JV will be based on percentage participation of each member.*

*Example: Let member 1 has percentage participation = M and Member 2 has percentage = N, Let the averages annual turnover of member 1 is A and that of member 2 is B, then average annual turnover of JV will be =  $(AM+BN/100)$*

- d. The Bidder should have to submit character certificate attested by state government police officer not more than 1 (one) year old from date of issue of RFP

*In case of Consortium: All Members should provide the Character Certificate*

- e. The Bidder shall also give an undertaking stating that:
  - i. The Bidder has done the inspection of the parking site for his satisfaction.
  - ii. The Bidder is not blacklisted by any government department or government/ public sector agency.
  - iii. There are no revenue dues pending against him from any government department or government/ public sector agency.



- iv. There is no case of criminal prosecution registered against the Bidder. The Bidder needs to give list of description of the such cases if there are any
- v. There is no criminal/civil case going in court against the Bidder, the Bidder needs to give list of description of the such cases if there are any

*In case of Consortium: All Members should provide the Undertaking*

In case of a Bid by a Consortium of firms, following shall be abided by (failing which shall result in the disqualification of the Bidder) –

- 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 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 Contractor's Event of Default entitling NMRC to encash Security Deposit/Performance Security and /or to terminate the Agreement after 30 days notice.
- iii. Minimum percentage stake of any member in Consortium during contract period shall not be less than 15%.
- iv. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of Consortium.
- v. All members of such entity shall be jointly and severally liable for the due performance of Agreement.

The Bidder shall also furnish the following:

- a. For above criteria 4.1a
  - i. Statutory proof of existence as the legal entity
  - ii. Memorandum and Articles of Association showing the objectives of the company/ firm (as per applicability)
  - iii. PAN card of the legal entity
  - iv. A self-attested copy of GST registration
  - v. Form 8: Power of Attorney
- b. For above criteria 4.1b
  - i. Form 4: Experience along with documentary proof
- c. For above criteria 4.1c
  - i. Form 5: Financial Capability Details
  - ii. A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years.  
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."
  - iii. A self-attested copy of current valid ITR
- d. For above criteria 4.1d

- i. Character Certificate attested by state government police officer
- e. For above criteria 4.1e
  - i. Form 7: Undertaking

#### **4.2. Information of the Technical and Financial Proposal**

- a. The Bidder satisfying technical and financial eligibility criteria under Clause 4.1 shall be considered as technically and financially qualified.
- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- c. The Bidder with the highest Annual Fees financial quote (H1 bidder) shall be selected for the award of contract.
- d. A bidder can bid for multiple clusters but shall be allotted a maximum of two clusters (packages). The bids will be opened cluster-wise from Cluster 1 to 4 in that order. A bidder who is H1 in 2 Clusters will not be considered for the subsequent clusters.

#### **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 the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover during the last 3 years ending on the last day of the month preceding the month in which the tender has been floated.
- b. In case, two or more responsive bidders have the same higher/ highest Average Annual Turnover, then the decision shall be taken by MD, NMRC and notified to the concerned Bidders.
- c. 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.
- d. 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.
- e. 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 issue 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. Performance Security / Security Deposit

- a. To fulfil the requirement of performance security during the implementation period, the Successful Bidder (herein referred to as the "Licensee") shall deposit License fee of six (6) months in form of FDR/ DD/ Govt. securities or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favour of NMRC. 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. EMD amount of successful bidder shall be adjusted in the performance security. For unsuccessful bidder, EMD shall be refunded without any interest.
- b. The total amount of performance security would be returned to the Licensee at the end of the Contract period or after exit of the agreement on receipt of 180 days prior notice, as per the provisions of this document and after adjustment of any dues payable to NMRC subject to non-performance, fine, etc. as the case may be.
- c. 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.
  - i. Any amount which NMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
  - ii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Licensee or any person duly empowered in his behalf.
  - iii. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- d. 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. Contact during Proposal Evaluation

- a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time NMRC makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested 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  
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 authority from NMRC.

#### **4.7. Project Financial Terms**

##### **4.7.1. Tenure of Contract**

The Tenure of the Contract which will commence on the Commencement Date which has been agreed by the parties, shall be for 2 (two) years.

##### **4.7.2. Schedule of Payment**

The Licensee is liable to make payment of license fee in advance on monthly instalment basis by the 10th of every month called due date via a demand draft only (on scheduled commercial bank) drawn in favour of "Noida Metro Rail Corporation Limited". If 10th of month falls on holiday, then next working day will be considered as due date.

- a. The license fee shall be inclusive of GST / Service tax at applicable rates paid by the Licensee to NMRC. If at a later date due to revision of Govt. policy/legislation any other tax becomes applicable, the same shall also apply to the contracts under this tender and the Licensee shall accordingly pay any other tax along with License fees.
- b. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) 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.
- c. Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.
- d. The utility charges including consumption of electricity, etc. shall also be payable by Licensee to NMRC in addition to above in accordance with terms & conditions of the agreement.

##### **4.7.3. Payment Terms**

- a. 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
- b. The re-conciliation of license fee and other dues shall be carried out monthly. Based on reconciliation, 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 month.
- c. Payment shall be made free from all claims, demands, set offs and counter claims of any kind against the Corporation.

##### **4.7.4. Non Payment of License Fee and Other Duties**

- a. In case of failure to deposit the license fee in time, interest @ 18% p.a. will be levied from the due date of the deposit until the date of deposit. In case of delay up to 14 days, interest shall be payable for 15 days and for delay more than 15 days (up to 30 days), interest payable shall be for one month. In case License fees is not paid on due date, a notice will be issued to the Licensee to pay his dues within 10 days. If dues are not paid in that period, Termination Notice will be issued by giving him time for another 10 Days. If dues are not paid even in that period, Termination letter will be issued immediately and parking will be taken over by NMRC
- 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, 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.

The Licensee shall vacate the premises peacefully after the expiry of license or on its cancellation

## 5. Section 5: Standard Conditions of Contrast

### 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 panel in India from where the acceptance of tender has been issued. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District court 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 or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the 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 or Operator, 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 or Operator 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 Licensee 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. Surrender of Contract Document

- a. If the Licensee is desirous of surrendering and exiting from the license hereby created and foreclosure before expiry of the lock-in period of one year, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by NMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of NMRC after adjustment of outstanding dues, if any, payable to NMRC. No grace period shall be provided to licensee in such a case. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their equipment or else NMRC will seize their vehicles/ equipment at zero/nil value. NMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- b. The Licensee shall have an option to exit from the License Agreement immediately after completion of lock-in period of 1 year. For this, the licensee shall give 180 days prior intimation to NMRC which can be given before completion of defined lock-in period. [In this case lock in period is of 1 years, prior intimation can be given after 6 months], however option to exit will be available after one year. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. NMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from the other contracts of licensee in NMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from



the licensee before licensee is permitted to remove their establishment(s) or else NMRC will seize their property at zero/nil value. NMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

- c. If the Licensee is desirous of surrendering and exiting from the license after expiry of lock-in period without serving any intimation period or intimation period shorter than 180 days, the agreement shall deemed to be terminated on completion of such improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. NMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in NMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else NMRC will seize their property treating it at zero/nil value. NMRC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. License shall have no claim for compensation or consideration / damages on this account.
- d. NMRC reserves the right for deduction of NMRC dues from Licensee's Interest Free Security Deposit / Performance Security for:
  - i. Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Licensee.
  - ii. Any amount which NMRC becomes liable to the Government / Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
  - iii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
  - iv. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- e. 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 NMRC will be free to take action as per the relevant provisions of this tender documents.
- f. 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. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensee shall remove all the equipment etc. from NMRC premises within 30 days of issue of such termination letter, failing which these equipment, etc. shall become property of NMRC at "0"/nil value.

#### **5.6. Handing over on Termination / Completion / Surrender**

- 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. **No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.**

- 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

### 5.7.1. 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-Licensees or third Parties.

### 5.7.2. Compliance with governing laws

The Licensee shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Licensee shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Licensee in respect thereof, which may arise.

### 5.7.3. Standard of Performance

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

### 5.7.4. 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.

### 5.7.5. Prohibition of Conflicting Activities

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

### 5.7.6. 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.

### 5.7.7. 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.

## 5.8. Obligations of Licensor

NMRC agrees to provide support to the licensee and undertake to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws.

**5.9. Good Faith**

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

**5.10. Penalties**

The penalties shall be imposed as follows:

<b>S.N</b>	<b>Description of Irregularities</b>	<b>Penalty</b>
1	Staff not in uniform/ without ID card	Rs. 1000
	Un-clean premises and improper housekeeping	
	Vehicles not parked in orderly manner	
	Fire-fighting appliances not available in the parking	
	Vehicle checking appliances not available in the parking	
	Area for vehicle movement not left	
2	Use of unapproved parking slips	Rs. 1500
	Misbehaviour by parking staff	
	Night parking (Where ever applicable)	
	Refusal to issue monthly passes	
	Obstruction of free movement to service rooms/ station utilities.	
3	Misusing power supply for purpose of Cooking, Heater, Press, Motor etc	Rs. 2000
4	Over charging	10% of License Fee
	Encroachment, Failure to comply	
	The Minimum Wages Act 1948,The EPF Act 1952,The ESI Act	
	Recurring irregularities given at S.No. 1 & 2	

S.N	Description of Irregularities	Penalty
5	Parking of commercial vehicles(Vehicles used for transporting material purposes)	Rs. 500 per vehicle per day
6	Use of parking space for other than parking purposes	25% of license fee
	Criminal activity/consumption of liquor etc in parking area/ Subletting of parking site to other person	
7	Staff not in uniform	Rs. 5,000
8	Non-use of hand-held machine	Min Rs. 50 and max Rs. 500 per instance

Total penalty imposed shall not exceed 10% of the total contract value and it shall be assessed on quarterly basis i.e 30% of monthly license fee per quarter. The penalty of 10% of license fee & 25% of license fee at any occasion shall only be imposed by **DGM or above level officer** as when irregularities noticed by them during their site visit. The penalty levied by other officers should be preceded with proper showcase notice to the Licensee/parking agency clearly mentioning the cause of action/nature/instance of default. A time of one week should be given to the Licensee to reply. After that only action of levying penalty should be taken.

- a. The amount of penalty given above is tentative and may vary depending upon the magnitude of irregularity observed. In case of repeated violations and no improvement in the situation at ground, NMRC reserves the right to terminate the license and forfeit the interest free security deposit in its favour. In case of any act or acts by the Licensee which may be deemed criminal to be decided solely by the authorized representative of NMRC, the NMRC will have the right to recommend the case to NMRC for cancellation / Termination based on the factual and solid grounds. In case of termination interest free security deposit will be forfeited in favour of NMRC.
- b. A penalty of Rs. 2500/- shall be imposed on Licensee in case of cheque bounce. Apart from imposing penalty action will be initiated under negotiable instruments act.
- c. Fine on irregularities not mentioned in the above list can also be imposed as deemed by NMRC.
- d. All overdue penalty amounts shall be recovered from the Security Deposit amount of Licensee. The Licensee shall be responsible to make good the Security Deposit amount within 30 days of the notice given to him. In case of failure to abide by the above condition, NMRC reserves the right to terminate the Agreement.
- e. The Licensee would be penalized for each and every theft case. In case of car/ four wheeler theft, a penalty of Rs 10,000/- per vehicle. For two wheelers, this value shall be Rs 5000/- and in case of cycle, it shall be Rs 500/-. In case of 2nd theft, the proposed penalty amount shall be doubled respectively.
- f. Repeatedly ignoring/overlooking written instructions without any acknowledgement or showing any cause and showing no interest to improve may also lead to cancellation of contract and debarring of Licensee for 1 (one) year.

## 5.11. Settlement of Disputes

### 5.11.1. 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.

#### 5.11.2. 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.50 Lakh and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakh. NMRC shall provide a panel of three Arbitrators for the claims up to Rs.50 Lakh and a panel of five Arbitrators for claims of more than Rs.50 Lakh. 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.

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

5.11.4. 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.

#### 5.11.5. 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.

#### 5.11.6. 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.

### 5.12. **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 shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify NMRC Administration for any loss and damages suffered due to violation of its provision.
- c. 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.
- 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. That no tenancy/sub-tenancy is being created by NMRC in favor of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that -
    - i. That the Licensee shall not have or claim any interest in the said premises as a tenant/sub-tenant or otherwise
    - ii. That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by NMRC in favor of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and
    - iii. That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
  - f. The relationship between NMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between NMRC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises
  - g. The 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.
  - h. There is the provision of 50% variation in the annual contract value and parking scope on short notice and Licensee shall be ready to take up additional parking lots of nearby stations or any other stations on its last vetted estimate rates or last accepted rates of the parking lots to be taken over whichever is lower. However, the First right of refusal shall be of neighboring Licensee in case the variation is more than 50%.
  - i. Employees conduct - The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. Employees of Licensee has to carry an identity card to be issued on application in prescribed format along with fee for police verification and cost of Identity card(as prescribed from time to time). The Licensee should provide the approved uniform to its employee free of cost.
  - j. That the Licensee shall appoint a Supervisor at every parking lot who should be conversant with the parking layout and understand the priority/sequence of placing vehicles in parking lot. Similarly, for vehicles moving out of parking area, he should be in a position to depute the worker and direct them how to guide vehicle drivers to park or to move out the vehicles in particular lot etc. without causing damage to parked vehicles. The Licensee is to depute supervisors in all shifts. His scope of services with respect to this license agreement shall also include following:
    - i. Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
    - ii. Ensure compliance of instructions given by the NMRC representatives during inspection of site. He is to ensure availability of sufficient number of printed parking coupons with specified cost/zero cost.

- iii. Ensure that vehicles are parked in the demarcated area for parking. No additional area to be encroached for parking. The encroachment of unauthorized additional area in any part near the licensed area will attract penalty as per the provision of the contract.
  - iv. The representative will ensure the display of updated emergency telephone numbers i.e. Fire Station, Police Station, Hospital, Ambulance etc. He will liaison with concerned authorities for assistance during emergency.
  - v. Ensure that fire detection and suppression measures were installed inside his premises are kept in good working condition at all times. The Licensee will at any case keep firefighting equipment as per NMRC requirements as indicated by the Fire officer / Authorized representative of NMRC inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipment. The Licensee will be solely responsible for any loss of life or property due to nonfunctional of fire safety facilities in emergencies. The fire officer / authorized personnel, of the licensor will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorized personnel of the licensor will be borne solely by the Licensee.
  - vi. Ensure that all electrical wiring, power outlets and gadgets are kept in good working condition, for guarding against short circuits / fires and observing all notified statutory provisions and standards.
- k. 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.
- l. The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers of the licensor.
- m. 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.
- n. Compliance with the Law - The premises and the fixtures and the appurtenances thereto (except those installed by NMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the 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 / authority. The same shall be the responsibility of Licensee.

### 5.13. Special Conditions

- a. A dedicated supervisor is required for each parking site in addition to persons for manning the traffic within the parking who can supervise the parking in whole. The complete detail of the respective supervisor on the letter head of the company should be submitted to the office of the NMRC.

- b. The license for parking is non-transferable. The agency will keep his representative at site during operative hours of parking. The agency will only depute their regular personnel and supervisor for executing the work. It is further made clear that the agency cannot sublet the work in part or full to any other agency. If subletting is done the license will get terminated.
- c. At any given time license granted for parking sites in a package shall be treated as single contract. In case the agency refuses to accept the license for a particular parking lot, the existing contract with the firm may get terminated. In case firm withdraws their offer after submitting tender without valid reason, the firm may be debarred for participating in NMRC for three years or as approved by the competent authority and EMD will stand forfeited after adjustment of any dues payable by the Licensee to NMRC.
- d. The agency is to depute their representative at site office who will be available during parking hours. He will ensure the compliance of instructions given by the NMRC representative during inspection of site. He is to ensure availability of sufficient number of printed parking coupons with specified cost/zero cost.
- e. The representative will ensure that vehicles are parked in the demarcated area for parking. No additional area to be encroached for parking. The encroachment of unauthorized additional area in any part near the licensed area will attract penalty as per the provision of the contract.
- f. The representative will ensure the display of updated emergency telephone numbers i.e. Fire Station, Police Station, Hospital, Ambulance etc. He will liaison with concerned authorities for assistance during emergency.
- g. Once demarcated area is fully occupied, the board indicating "PARKING IS FULL" is to be placed at entrance of parking and supervisor is to be given instruction to depute workman to suitably guide the approaching incoming vehicle.
- h. The parking facility is basically for Metro commuters. The representative will ensure that no commercial vehicle is allowed in parking. Violation of this will attract penalty. The agency will ensure compliance of Govt. orders on parking due to security reasons as and when issued.
- i. The Licensee will indemnify NMRC in case of theft of any vehicle from the parking lot. They will facilitate vehicle owner in lodging FIR. In case of any consequent damage to the vehicle in course of parking, the agency will compensate to the owner of vehicle in making good the loss due to such damage and a settlement report thereof will be submitted to NMRC.
- j. As and when NMRC revises the parking rates, the license value/ Monthly License Fee will get revised proportionately. Similarly, if super area of parking lot is increased/ reduced the rental value/ Monthly License Fee will also get revised proportionately and security deposit shall have to be revised proportionately, in case of increase in parking area.
- k. No rental shall be charged for the area taken over by NMRC for any construction / modification activity on temporary basis for the effected period. The license fee will be adjusted on pro rata basis of such area. Handing/taking over of the parking area taken for NMRC purpose should be done with proper handing/taking over with respective station Works and Operation department representatives. The copy of the same should be submitted to the NMRC immediately thereafter. Any modification/improvement/development in the parking area can be done in the licensed area by parking agencies as per Noida schedule rates and will be reimbursed by NMRC but the same shall have to be done with prior written approval of NMRC.
- l. Receipt of Cheques for payment made by Licensee to NMRC shall be issued subject to its realization (if accepted with the approval of the competent authority).
- m. The list of old cars lying at site shall be made at the time of handing over of parking lot. Efforts shall be made for their removal as far as possible. However Licensee shall not have any claim on this account at the time of taking over of parking site.
- n. Licensee will provide uniform to all his staff. Sample of the proposed uniform will be submitted in the NMRC office for approval, within 20 days from date of issuance of letter of acceptance. The



licensee should provide the uniform to his employees free of cost. Penalty amount as per the penalty clause of this RFP will be levied in case of non-compliance of this clause.

- o. Parking staff shall be well aware of using firefighting equipment.
- p. NMRC intends to adopt smart parking systems. If approved, the Licensee has to adopt such system without any objection. Cost factor can/may be negotiated when such parking comes into force.

## 6. Section 6 : Draft License Agreement

THIS AGREEMENT made on the .....day of ..... 2018 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 “Purchaser”), 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 Purchaser 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 Purchaser 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: Qualification, Evaluation and Selection Process
  - e. Section 5: Standard Conditions
  - f. Section 6 : Draft License Agreement
  - g. Section 7: Appendix and Forms
  - h. General Conditions to Contract (GCC)
  - i. Condition of Contract on Safety, Health & Environment Management

j. Amendment/ Modification, if any

- (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 2 years.

**4. Price Schedule**

NMRC shall consider the following price, as quoted by the Licensee as part of financial bid i.e. INR

\_\_\_\_\_

- 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 Purchaser to the Licensee as specified in this Agreement, the Licensee hereby covenants with the Purchaser 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](http://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 Purchaser  
Signature of the authorized official

**Name of the official**

**Name of the official**

Stamp/Seal of the Licensee  
In the presence of:

Stamp/Seal of the Purchaser  
In the presence of:

Sign of Witness 1\_\_\_\_\_

Sign of Witness 1\_\_\_\_\_

*RFP for License of Parking Rights at various Metro Stations of Noida - Greater Noida corridor*

Name\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sign of Witness 2\_\_\_\_\_

Sign of Witness 2\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 7. Section 7: Appendix and Forms

### 7.1. Appendix 1: Metro Alignment

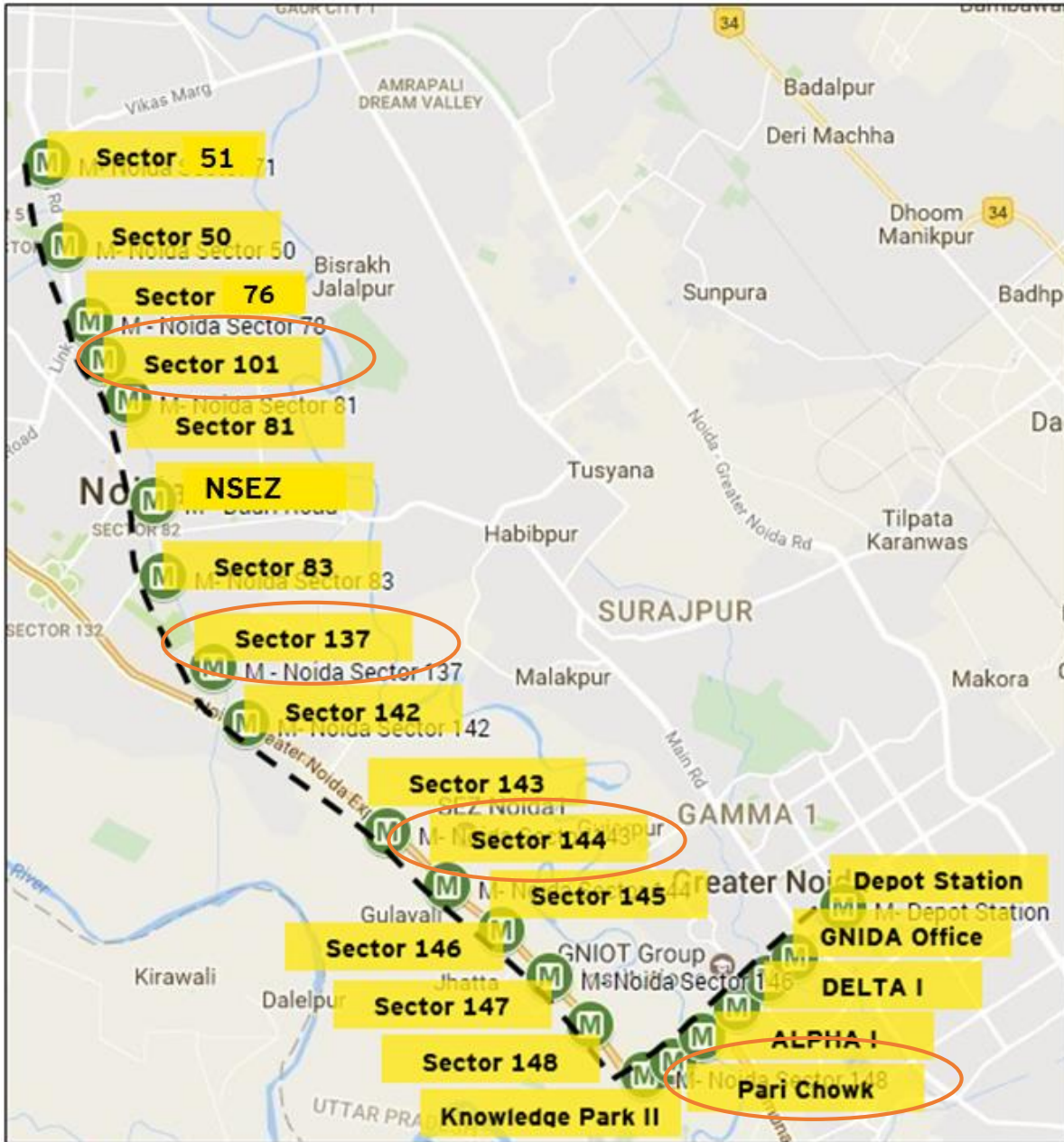


Fig: The Upcoming Metro Line

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*

**Please note: \* indicates no parking space is available**

**7.2. Appendix 2: Schedule of Parking Site**

The prospective tenderer is requested to verify and satisfy himself/herself/their self about the areas suitability before tendering. Area offered by NMRC is "Super Area". Super area means, area within boundary of NMRC. No deduction on any account shall be permitted except in case the area is taken over by NMRC for any activity.

<b>Cluster No.</b>	<b>Stations</b>	<b>Area (Sqm)</b>	<b>Cluster Area (Sqm)</b>
1.	Delta I	6,005	25,460
	Sector 147	4,006	
	Sector 83	5,630	
	NSEZ	3,650	
	Sector 51	6,170	
2.	Sector 145	4,004	14,139
	Alpha I	4,944	
	Sector 143	3,190	
	Sector 146	2,000	
3.	Sector 142	5,000	22,237
	Sector 76	10,086	
	Sector 81	4,652	
	Sector 148	2,499	
4.	Sector 137	5,755	16,886
	Pari Chowk	4,402	
	Sector 144	4,000	
	Sector 101	2,729	

\* **Unshaded stations are available as part of this Cluster (Package)**

### **7.3. Appendix 3: Tentative Plans of Parking Site**

Please note that names and spellings of stations may change and no compensation or claim will be entertained on this account.

- a. The parking area is indicative. The actual area may vary depending upon site condition. The parking area may increase/ decrease as per site conditions
- b. The Sketch/Site Plan shall be collected free of cost from the office of NMRC at the given address:

Noida Metro Rail Corporation (NMRC) Limited  
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,  
Noida -201301  
District Gautam Budh Nagar, Uttar Pradesh  
Email: [nmrcnoida@gmail.com](mailto:nmrcnoida@gmail.com)



#### 7.4. Form 1: Letter of Proposal Submission

[Location, Date]

To

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

**Subject:** License of Parking Rights at various Metro Stations of Noida - Greater Noida corridor

Dear Sir,

We, the undersigned, offer to provide the Parking Rights at Noida Metro Rail Corporation Ltd. Stations in accordance with your RFP Document dated [ Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

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

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

\_\_\_\_\_  
Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

**7.5. Form 2: Firm Details**

1.	<b>Title and name of the Project:</b> License of Parking Rights at various Metro Stations of Noida - Greater Noida corridor												
2.	State the structure of the Bidder's organisation (Bidders to complete/delete as appropriate) Sole Bidder/Consortium												
3.	<p>For Bidders who are individual companies or firms, state the following:</p> <p>Name of Company or firm: .....</p> <p>Legal status: (e.g. incorporated private company, proprietorship, etc.) .....</p> <p>Registered address: .....</p> <p>Year of incorporation.....</p> <p>Principal place of business: .....</p> <p>Contact person: .....</p> <p>Contact person's title: .....</p> <p>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: 25%; text-align: center;">Names of members (Lead member first):</th> <th style="width: 25%; text-align: center;">Legal Status</th> <th style="width: 25%; text-align: center;">Registered address and principal place or business</th> <th style="width: 25%; text-align: center;">Percentage participation (equity)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a.</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">b.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note:</p> <p>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.													

**7.6. 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: \_\_\_\_\_

<b>S.No.</b>	<b>ELIGIBILITY CRITERIA</b>	<b>(To be filled by the Bidder)</b>								
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.	Yes/ No								
2	The Bidder should have a minimum experience of having satisfactorily completed similar works as mentioned in Section 4 of RFP.	During last 5 years								
3	The Bidder (Lead Member in case of Consortium) should have minimum average turnover as mentioned as mentioned in Section 4 of RFP.	<table border="1" data-bbox="791 999 1091 1252"> <tr> <td data-bbox="791 999 986 1061">FY 2017-18</td> <td data-bbox="986 999 1091 1061"></td> </tr> <tr> <td data-bbox="791 1061 986 1124">FY 2016-17</td> <td data-bbox="986 1061 1091 1124"></td> </tr> <tr> <td data-bbox="791 1124 986 1187">FY 2015- 16</td> <td data-bbox="986 1124 1091 1187"></td> </tr> <tr> <td data-bbox="791 1187 986 1252">Total</td> <td data-bbox="986 1187 1091 1252"></td> </tr> </table>	FY 2017-18		FY 2016-17		FY 2015- 16		Total	
FY 2017-18										
FY 2016-17										
FY 2015- 16										
Total										
4	The Bidder should have to submit character certificate attested by state government police officer not more than 1 year old from date of RFP.									
5	The Bidder shall also give an undertaking stating that: <ol style="list-style-type: none"> <li>i. The Bidder has done the inspection of the parking site for his satisfaction.</li> <li>ii. The Bidder is not blacklisted by any government department or government/ public sector agency.</li> <li>iii. There are no revenue dues pending against him from any government department or government/ public sector agency.</li> <li>iv. There is no case of criminal prosecution registered against the Bidder, the Bidder needs to give list of description of the such cases if there are any</li> <li>v. There is no criminal/civil case going in court against the Bidder, the Bidder needs to give list of description of the such cases if there are any</li> </ol>									

**7.7. Form 4: Experience**

The following format shall be used for statement of experience of Bidder:

S. N	Clients Name	Brief Scope of Work *	Date of Start of Work **	Date of Work completion	Cost of work as per completion certificate	Experience/ Work Completion certificate attached ***		Role in Contract (Individual/JV- Consortium member)	Name of JV Firm (if Applicable)	If JV member specify percentage participation in contract & amount
						Yes	No			
1										
2										
3										

**Instructions:**

- a. (Furnishing of details in all the columns is mandatory.)
- b. \* In case Work Completion Certificate is enclosed wherein confirmation regarding provision of Trained & Uniformed Manpower under parking services is not there, Bidder shall be required to enclose relevant document issued by the Client confirming provision of such service under above mentioned services to claim such experience.
- c. \*\* The work shall be filled in chronological order with oldest work filled first.
- d. \*\*\* Experience / Work Completion Certificate is mandatory to claim the experience. Work completion certificate need to be issued by an officer not below the rank of Executive Engineer to substantiate above mentioned information, failing which the claimed experience shall not be considered.
- e. In case of Consortium, full value of the work, if done by the same consortium shall be considered. However, if the qualifying work(s) were done by them in Consortium having different constituents, then the value of work as per their percentage participation in such Consortium shall be considered.

### 7.8. Form 5: Financial Capability Details

Bidder should submit their financial details as per the following:

This is to certify that the Annual Turnover of M/s .....

having registered office at .....

.....for last three years is as below:

<b>S. N</b>	<b>Financial year</b>	<b>Name of the Bidder</b>	<b>Turnover (INR crore)</b>
1.	2017-18		
2.	2016-17		
3.	2015-16		
	Average Turnover		

#### Authorised Signatory

(Name & Designation of Authorised Signatory)

Signature & Seal of Chartered Accountant:

## 7.9. Form 6: Memorandum

### **Name of Work: License of Parking Rights at various Metro Stations of Noida - Greater Noida corridor**

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**

**7.10. Form 7: Undertaking**

**Name of Work: License of Parking Rights at various Metro Stations of Noida - Greater Noida corridor**

- I confirm that I/ Bidder/ any of the consortium members have done the inspection of the parking site for my/our satisfaction.
- I confirm that I/ Bidder/ any of the consortium members have not been banned /declared ineligible for corrupt and fraudulent practices/ blacklisted by Govt. of India, State Govt./any court of law having jurisdiction in India and do not have any disciplinary proceedings or pending litigations for the past 5 years.
- I confirm that I/ Bidder/ any of the consortium members have no revenue dues from any government department or government/public sector agency
- I confirm that I/Bidder/ any of the consortium members do not have any case of criminal prosecution registered against me/us
- I confirm that I/ Bidder/ any of the consortium members have no criminal/civil case going in court against me/ us.

---

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

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

**7.11. 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 authority.**

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

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

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

Signed by the within named  
.....[Insert the name of the executant company]  
through the hand of  
Mr. ....  
duly authorized by the Board to issue such Power of Attorney  
Dated this ..... day of .....

Accepted  
.....  
Signature of Attorney  
(Name, designation and address of the Attorney)

Attested  
.....  
(Signature of the executant)  
(Name, designation and address of the executant)

.....  
Signature and stamp of Notary of the place of execution

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

WITNESS  
1. ....  
(Signature)



Name .....

Designation.....

2. ....

(Signature)

Name .....

Designation.....

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 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).

**7.12. 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, 3<sup>rd</sup> Floor, Ganga Shopping Complex,

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*

**7.13. Form 10: Power of Attorney for Lead Member of Consortium**

Whereas Noida Metro Rail Corporation Limited (NMRC) has invited applications from interested parties for the **License of Parking Rights at various Metro Stations of Noida - Greater Noida corridor** (the "Project").

Whereas, ....., ....., ..... and ..... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

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

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

**IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2....**

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 Apostille certificate*

#### 7.14. 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 \_\_\_\_\_, 2017.

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 Licensee 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:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensee of \_\_\_\_\_ in terms of the Bid invited by Noida Metro Rail Corporation Ltd., (NMRC).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by NMRC for awarding the Bid to the

Consortium so that the Consortium may take up the aforesaid Contract, in case the Consortium turns out to be the successful bidder in the bid being invited by NMRC for the said purpose.

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for \_\_\_\_\_.
4. That the Consortium have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
5. 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

**7.15. Form 12: Salable Form for Tender Document**

Job No. ....

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

DETAILS OF ERNEST MONEY ATTACHED

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

BIDDER

**7.16. Form 13: Declaration of Refund of Earnest Money**

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

<b>1 Bidder Name</b>	
<b>2 Bidder Address</b>	
<b>3 Bank Name</b>	
<b>4 Bank Branch</b>	
<b>5 A/c No</b>	
<b>6 IFSC Code</b>	
<b>7 PAN No.</b>	
<b>8 Tin/TAN No.</b>	
<b>9 GST No.</b>	
<b>10 Phone No.</b>	
<b>11 Mobile No.</b>	
<b>12 Email-Id</b>	
	<b>For Office Use Only</b>
<b>13 Party Unique Id</b>	

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

**Date:**

**Signature with Stamp/Seal**



**7.17. Form 14: Bid Offer/ BOQ (Format)**

To

GM (Technical)

Noida Metro Rail Corporation (NMRC) Limited

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

Noida -201301,

District Gautam Budh Nagar, Uttar Pradesh

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

**Sub: License of Parking Rights at various Metro Stations of Noida - Greater Noida corridor**

Dear Sir,

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

I/we hereby quote for NMRC of the services specified in the TOR within the time specified at following rate:

#	Item name	Quantity	Units	Minimum rate (per sqm per month)	Quoted Rate (per sqm per month)	Annual license fees (in figures)	Annual license fees (in words)
1.	Cluster 4	16,886	SqM	30.25			

**The bidders are required to only fill the cells highlighted in blue.**

Note:

- c. The Financial Bid submitted is unconditional (inclusive of all taxes including GST, duties, levies, etc.) and fulfills all the requirements of the TOR Document.
- d. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document.
- e. 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

**7.18. Form 15: Proforma for Clarifications / Amendments on the RFP**

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

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

**7.19. Form 16: 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	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 and current valid ITCC (Income Tax)		
5	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years (For all the members in case of Consortium)		
6	List of Pending Litigations, Non-Performing Contracts and Surrendered Contracts during last 5 (five) years		
7	Form 1: Letter of Proposal Submission		
8	Form 2: Firm Details		
9	Form 3: Capability Statement		
10	Form 4: Experience		
11	Form 5: Financial Capability Details		
12	Form 6: Memorandum		
13	Form 7: Undertaking		
14	Form 8: Power of Attorney		
15	Form 9: Statement of Legal Capacity		
16	Form 10: Power of Attorney for Lead Member of Consortium		
17	Form 11: Consortium Agreement / Memorandum of Understanding		
18	Form 12: Salable Form for Tender Document		
19	Form 13: Declaration of Refund of Earnest Money		
20	Form 14: Bid Offer/ BOQ (Format)		
21	Any other document asked by the Purchaser if submitted, specify the documents Or Any other document which the Tenderer considers relevant		