

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

REQUEST FOR PROPOSAL (RFP)

E tender No. NMRC/E-Rik/45/2018

**Selection of Operator/ Preferred Partner of First & Last Mile
Connectivity through E-Rickshaws**

November 2018

Issued by:

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

Disclaimer

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “Selection of Operator/ Preferred Partner of First & Last Mile Connectivity through E-Rickshaws” contains brief information about the scope of work and selection process for the Bidder (‘the Licensee’ or “the Tenderer” or “the Applicant”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

Glossary

- a) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders;
- b) **“Agreement”** means the License Agreement to be executed between NMRC and the selected bidder.
- c) **“Applicable Laws”** means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time
- d) **“Bank Guarantee”** means Guarantee issued by a scheduled commercial bank in favour of NMRC
- e) **“Bidder”** or **“Tenderer”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, or a combination of above in the form of Consortium and its Successor in title and assigns which is submitting its bid pursuant to RFP Documents
- f) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender
- g) **“E-Bid Security”** means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- h) **“Highest Bidder”** means the Bidder, who quotes the highest License Fees
- i) **“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.
- j) **“License”** means the feeder services granted by NMRC to the Licensee under terms and conditions of the License Agreement.
- k) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with NMRC pursuant to the conclusion of the bidding process.
- l) **“License Fee”** means the amount payable by the Licensee to NMRC as per terms and conditions of the License Agreement.
- m) **“License Period”** means a period of 5 years with the lock in period of 3 years
- n) **“NMRC”** means Noida Metro Rail Corporation Limited (or “Corporation” or “Licensor”)
- o) **“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
- p) **“Party”** means Licensee or Licensor (together they are called **“Parties”**)
- q) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- r) **“Re. or Rs. or INR”** means Indian Rupee
- s) **“Revenue Operations Date (ROD)”** means the date of commercial operation of metro
- t) **“Selected Bidder”** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of License.

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

Data Sheet

1	Name of the Bid	RFP for Selection of Operator/ Preferred Partner of First & Last Mile Connectivity through E-Rickshaws
2	License Period	5 (Five) Years
3	Method of selection	Cost Based Selection (Highest - H1)
4	Bid Processing Fee	Rs. 20,000/- (Rupees Twenty Thousand Only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
5	Earnest Money Deposit (EMD)	Rs. 50,000/- (Rupees Fifty Thousand Only)
6	Bid System	Two Bid System (Technical and Financial)
7	Name of the Corporation and Official	Executive Director 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
8	Bid Validity Period	180 days
9	Bid Language	English
10	Bid Currency	INR
11	Key Dates	Schedule
(a)	Uploading of Bid	22/11/2018
(b)	Site Visit	28/11/2018, 1100 hrs (IST); To be assembled at NMRC Office
(c)	Pre Bid Meeting	29/11/2018, 1200 hrs (IST) at NMRC Office
(d)	Last Date of Issuance of Addendum, if any	04/12/2018
(e)	Last Date of Bid Submission on e-portal	14/12/2018 up to 1500 hrs (IST)
(f)	Date of Technical Bid Opening	17/12/2018, 1100 hrs (IST)
12	Consortium to be allowed	Yes
13	Account details	For Bid Processing Fee & EMD State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh - 201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.

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1. Section 1: General Information

1.1. Background

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and 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 Operator/ Preferred Partner of First & Last Mile Connectivity through E-Rickshaws for **all Metro Stations** with a well-controlled system to ensure better convenience & comfort for Metro commuters in line with comfortable Metro experience.
- e. The objectives of the service are encapsulated below:
 - i. To provide convenience to the passengers by way of first & last mile connectivity with availability of eco-friendly feeder services at the metro stations
 - ii. To ensure dedicated, safe & secure, punctual and reliable first & last mile feeder services to the metro Passengers
 - iii. Short loop services covering few kms to be provided by E-rickshaws. The services may act as Hop-on-Hop off service connecting metro stations with neighbouring areas.
- 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 Section 2 :Terms of Reference.

1.2. About Locations

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

1.3. Communication

All communications in regard to this RFP should be addressed to:
Executive Director
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. License Period

The Contract shall be for a period of 5 (Five) years with lock in period of 3 (Three) years, subsequent to letter of acceptance of NOA.

On completion of 5 (Five Years), NMRC shall invite fresh bids and the “Operator/ Preferred Partner” already working with NMRC will have the first right of refusal. In case they are not the highest bidder they will be offered an opportunity to match their bid to that of highest one received by NMRC. Only on their refusal to do so, the highest bidder then shall be allowed.

In the event of delay in finalizing the fresh bid beyond 5 (Five) years period of this approval, the existing arrangement and monthly fee shall be extended for the period required. This extension will however will not last for not more than 1 (One) year.

2.2. Requirements / Pre-requisites for Operator

2.2.1. Initially minimum **50 E-Rickshaws** are required to be deployed in total for the Noida-Greater Noida Corridor.

2.2.2. All E-Rickshaws shall be owned, managed and controlled by the Operator.

2.2.3. The operator shall engage four-seater E-Rickshaws, excluding the driver.

2.2.4. The operator shall make own arrangements for lubricants / battery charger, batteries etc., as applicable necessary for the operation of the fleet. Battery charging facility is as per requirement may be installed by the operator for which space shall be provided at metro stations free of cost by NMRC as per feasibility.

2.2.5. E-Rickshaws shall be conforming to the specifications and relevant standards notified by Government of India, Ministry of Road Transport & Highways (Notification no. S.O no 2590 Gazette Notification dated 08/10/2014 and Notification no. S.O no 709 Gazette Notification dated 08/10/2014 or latest thereof) and will carry certification from approved testing centres for the same.

2.2.6. E-Rickshaws shall have the certification from Government of India approved testing centres (ARAI, ICAT, etc.), so as to satisfy the required performance of E-Rickshaw as a whole and also conformance to the relevant applicable specifications for the main components used in it as the Motor, Battery, Motor Controller, Mechanical Power Transmission system, its body, other auxiliary systems such as brakes, lighting and control, etc. and the overall safety.

2.2.7. For reliable and economical after – sale service, indigenously developed superior designs by reputed manufacturers shall be preferred.

2.2.8. Each E-Rickshaw shall be registered individually with appropriate Transport Authority, if required.

2.2.9. Number of E-Rickshaws deployed by the Operator shall be adequate to match with the required frequency and load of metro commuters

2.2.10. E-Rickshaws deployed by the Operator shall be supplied from an original manufacturer of the E-Rickshaws/ an Authorized dealer thereof.

2.2.11. Fleet of E-Rickshaws for metro connectivity may be given a uniform and pleasing appearance; proposed colour and design in this regard shall be with the consent of NMRC.

- 2.2.12. Literate and trained drivers in Uniform shall be deployed by Operator to run these E-Rickshaws.
- 2.2.13. Each E-Rickshaws shall be fitted with GPS with tracking / control centre set up by the Operator in order to provide a safe ride to passengers and overall reliable operation of the fleet.
- 2.2.14. A dedicated helpline number may be set up for commuter's assistance on advice of NMRC.
- 2.2.15. Suitable overnight parking hub(s) to park E-Rickshaws (at night) and to carry out repairs and maintenance suitably equipped with spares and technical team shall be provided by the Operator. All expenses / cost related to maintenance / refurbishment of vehicles will be borne only by the operator for the tenure of the contract. In the event of vehicle getting damaged beyond repair the operator may arrange for replacement of vehicle at his discretion but NMRC shall not be liable for the same.

2.3. Broad Operational Requirements for the Operator

The Operator shall meet following requirements and indemnify NMRC on all counts related with procurement and running of E-rickshaw services to & fro the metro stations-

2.3.1. E-Rickshaws (Vehicles)

- a. All E-Rickshaws, to be operated to & fro the metro stations, to be registered with the appropriate authority with valid fitness certificate. The model of the E-Rickshaw must be duly approved as per the statutory provisions.

2.3.2. Time Schedule

- a. The Time Schedule for the operation of first & last mile connectivity on the earmarked route(s) shall be decided by NMRC.
- b. The time schedule may be revised by NMRC on revision of revenue hours of NMRC. The time schedule and number of trips will be monitored by the Operator and NMRC. The information related to daily number of trips, the passengers carried, tickets sold, and the revenue amount generated on each route/ by the individual vehicles may be asked by the concerned station controller on daily basis.

2.3.3. Manpower

- a. The drivers of E-Rickshaws shall have a valid license issued by the appropriate authority.
- b. The Operator is required to obtain Police verification of all the drivers with particulars / antecedents duly verified from the police and the same shall be kept with the vehicle at all times.
- c. All the Drivers / other staff deployed for running the E-Rickshaws shall be required to possess valid licenses, wherever required, from appropriate authorities, display valid ID Card, wear uniform in prescribed colour with identification name badges.
- d. The Operator is required to appoint a Manager for the project for day to day management of the activities including timely receipt and dispatch of first & last mile connectivity services.
- e. The Operator shall ensure that the drivers and other personnel engaged for the purpose do not involve in any subversive activities, disruption in normal services and inconvenience and / or harassment to the commuters / general public.

2.3.4. Fittings and accessories

The Operator shall be required to maintain all fittings and accessories in excellent working condition. Maintenance of fittings and accessories is very important task and condition of contract as well as to ensure the approved certificate of fitness

- i. First aid box with placed front with necessary medicines for first aid
- ii. Proper box with the driver containing all specified vehicle documents, driver licence, complaint book etc., as approved by NMRC
- iii. Display of helpline number registration number contact number of the operator as well as customer relation assistant of originating stations of NMRC at an appropriate place on proper board by the operator of at his cost, duly approved by NMRC so as to assist safety and provide services to the passengers.

2.3.5. Fare Structure

- a. The operator shall charge the Metro commuters for E-Rickshaw ride in sync with prevailing rates, approved by appropriate local transport authority.
- b. The Operator is required to display the first & last mile connectivity route and applicable ticket charges for the journey undertaken. The Operator will charge the Metro commuters for E-Rickshaw ride in sync with the prevailing rates, approved by appropriate transport authority from time to time.
- c. Also, as far as practicable, the fleet operator shall arrange to run the E-Rickshaws as per the defined / agreed frequency.

2.3.6. Public Complaints

- a. Relevant helpline numbers should be displayed on the E-Rickshaws. This shall include Operator's helpline number to address the grievance / complaint of general public / metro commuters. NMRC shall not be liable to handle any such complaint. However, the Operator is required to inform NMRC, in the agreed performa, about the complaints / suggestions received from general public / commuters on monthly basis.
- b. All the suggestions and actions recommended by NMRC in case of complaint must be complied by the operator. Non-compliance may invite penal action as decided by NMRC.

2.3.7. The name, address and telephone number of E-Rickshaw owner shall be displayed on the e-rickshaw at an appropriate place.

2.3.8. The Operator is required to follow all statutory provisions and directions applicable from time to time towards traffic regulation.

2.3.9. Data pertaining to operations

- a. All the data, including the travel data, user data and payment data, generated by the bidder as a result of this contract shall be shared real-time with NMRC in the manner stipulated by NMRC from time to time. NMRC shall be free to use this data for any purpose as and when required, subject to regulatory requirements and privacy norms.

2.3.10. Compliance

- a. The Operator is required to comply with all the statutory and other stipulations including but not limited to Labour Laws / Legal / Police / Taxation / Excise / STA / Transport Policy and that issued by NMRC from time to time. NMRC shall not be liable in this regard and it shall remain fully indemnified for the same.

- b. All applicable rules & regulations on various aspects of operation of E-Rickshaws for first and last mile connectivity services and associated activities shall be followed by the Operator.

2.3.11. Accidents

- a. NMRC will not be held liable for any accidents / claims / liabilities / or any criminal proceedings or statutory requirements at any time arising out of operation of E-Rickshaws or on account of any act / omission / default on the part of the Operator or its non-compliance with the statutory requirements. The Operator shall indemnify NMRC in this regard. As a safeguard measure to any possible litigation arising out of accidents / acts / omissions imploding NMRC, the Operator shall be required to take adequate passenger liability insurance at its own cost.
- b. The firm must maintain a zero accident record. In case of any major accident / fatality, the operator solely has to bear legal action taken by police or any other authority. An internal enquiry on such incidences will be conducted by NMRC and if found guilty, a suitable penalty deems fit shall be imposed by NMRC.
- c. Moreover, if prima facie the driver is found guilty, the operator would immediately remove him from service and shall not be eligible to operate any feeder vehicle to NMRC, in future

2.3.12. The Operator shall ensure proper cleanliness of the E-Rickshaws during their operation.

2.3.13. Safety requirements

- a. The operator shall be responsible for ensuring the safety of all passengers sitting in the vehicle. In this regard, the team leader and representative of the operator must ensure the observance of all safety statutory and mandatory requirement by themselves and including his drivers / operating staff. It shall be the sole responsibility of the operator to adopt all the safety, statutory and mandatory measures and deploy driving personnel who are adequately trained in safety.
- b. It shall be the contract as sole responsibility to make our all of his drivers staff with the approved do's and don'ts issued by NMRC from time to time

2.4. Facilities to be provided by NMRC

2.4.1. NMRC shall provide dedicated exclusive earmarked space, for halt, movement/ stabling of E-Rickshaws of the exclusive preferred partner throughout metro working hours according to site feasibility. Required work at site to erect steel barriers/ flexible vertical rubber bollards/ special inserts/ road markings etc. to earmark such spaces shall be executed by the Operator as approved by NMRC.

2.4.2. These earmarked spaces shall be for exclusive use by E-Rickshaws of the operator only. NMRC may facilitate the operator for the same to avoid entry of other E-Rickshaws at such earmarked space.

2.4.3. NMRC shall allow the Operator to erect (backlit) display standees in the earmarked area for easy identification of E-Rickshaws services by the Metro commuters.

2.4.4. In order to create awareness and visibility among Metro commuters in respect of "Operator/ Preferred Partner" approved by NMRC for their safe and convenient last mile connectivity, NMRC shall allow appropriate/ limited display to the Preferred Partner on Metro Stations near Entry/Exit.

2.4.5. Use of words "Preferred Partner of Noida Metro/ NMRC" shall be allowed but use of NMRC logo shall not be permitted on E-Rickshaws without specific permission in writing by NMRC.

2.4.6. NMRC shall provide specific space for placing charging infrastructure at stations. Electricity load,

subject to feasibility / availability, shall be provided on chargeable basis for which the Operator is to apply for electrical connection of desired load, supply of electricity for the operator will be given on prevailing commercial rate on payment basis after seeking the NOC from the Electricity Company / Distribution Company / Agency.

2.4.7. All safety & security measures related to charging infrastructure and that of E-Rickshaw shall be undertaken by the Operator and NMRC shall remain indemnified at all times for any possible liability arising out of any mis-happening.

2.4.8. Upon written request from the Licensee, and subject to the Licensee complying with Applicable Laws, facilitate to the Licensee in:

- i. Procuring Applicable Permits
- ii. Obtaining access to all necessary infrastructure facilities and utilities, including electricity

2.5. Specifications of Vehicle Proposed

2.5.1. NMRC may call the Bidders for demonstration of the E-Rickshaws and the system they propose to deploy.

2.5.2. Detailed Specifications, special features and make of the E-Rickshaws proposed to be deployed will be submitted by the parties in the technical bid/ proposal submitted to NMRC along with **Form 5: Proforma for Corporation from Manufacturers**. If so required, E-Rickshaws shall be evaluated for superior design in terms of technical specifications/ design parameters and customer features e.g. Motor output power, Battery power, Energy consumption, Gradeability (Capacity to move up the gradient smoothly), braking and control system, vehicle body design (including front windshield / wiper, instrument panel, roof, etc.), tyres, other components/ parts such as various lamps (head/ tail/ parking/ direction indicator/ stop/ reverse/ registration plate, etc.) passenger seats cushioning and comfortability, grabs/ handholds for ease of entry/ exit and ride, protection from inclement weather etc. NMRC shall have the final authority to accept / reject any proposal without assigning any reasons thereof. No one shall have any cause of action or claim against NMRC for rejection of the proposal.

3. Section 3 : Instructions to Bidders

3.1. General instructions

- a. A Bidder is eligible to submit only one Tender for the Project. A Bidder applying shall not be entitled to submit another Tender, as the case may be. Any Bidder, which submits or participates in more than one tender/proposal would be disqualified. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- b. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- c. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.
- d. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e - Bid.
- e. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Corporation and/or by sending written queries to NMRC before the last date for receiving queries/clarifications.
- f. NMRC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.
- g. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

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

- a. The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b. This tender document is available on the web site <http://etender.up.nic.in> or on NMRC website (www.nmrcnoida.com) to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee of as mentioned in **Data Sheet** through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Tender processing fee as mentioned in **Data Sheet** will be non-refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

3.1.2. Acknowledgement by Bidder

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

- a. made a complete and careful examination of the e-Bid;

- b. received all relevant information requested from NMRC;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of NMRC;
- d. satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

3.1.3. Availability of Bid Document

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

3.1.4. Clarifications of e-Bid

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

Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the Executive Director, NMRC **only before or during Pre-Bid Meeting** held at NMRC. The envelopes/ communication shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: RFP for Selection of Operator/ Preferred Partner of First & Last Mile Connectivity through E-Rickshaws"**. The responses will be posted to all such queries on the official Website www.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.

- b. A pre- submission meeting shall be called on the date mentioned in **Data Sheet** at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ e-Tendering website.
- c. **Site Visit** shall be as per Data Sheet. The interested players are requested to be present as per details mentioned in **Data Sheet** at their own cost and risk. Bidders are encouraged to submit their respective Bids after visiting NMRC stations and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- e. However, NMRC shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Section 5.1.5 of this e-Bid document under Fraud and Corrupt Practices.

3.1.5. Amendment of e-Bid Document

- a. At any time prior to the deadline for submission of e-Bid, NMRC may, for any reason, whether at its on 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. The relevant clauses of the e-Bid document shall be treated as amended accordingly.

- b. It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> and NMRC's website www.nmrcnoida.com from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, NMRC shall not be responsible for it.
- c. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, NMRC, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com.

3.2. Preparation and submission of Bids

3.2.1. Language of e-Bid

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

3.2.2. Documents constituting the e-Bid

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

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

- i. **Fee details** - Details of Bid processing fee and prescribed EMD
- ii. **Eligibility details** - Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.
- iii. **Technical evaluation** - Details of all documents needed for Technical evaluation as mentioned in this RFP

b. Financial e-Bid -

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

3.2.3. Documents establishing Bidder's Qualification

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

3.2.4. E-Bid form

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

3.2.5. E-Bid Currency

Prices shall be quoted in Indian Rupees only.

3.2.6. Formats and Signing of e-Bid

- a. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.

- b. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- c. Bidders should provide all the information as per the RFP and in the specified formats. NMRC reserves the rights to reject any proposal that is not in the specified formats.
- d. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

3.2.7. **Deadline for submission of e-Bid**

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

3.2.8. **Submission of e-Bid**

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

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

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

For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. NMRC shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

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

3.2.9. Late e-Bid

- a. Bids received by NMRC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- b. The server time indicated in the bid management window on the e- procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- c. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

3.2.10. Withdrawal and resubmission of e-Bid

- a. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id

and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.

- b. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- c. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.
- d. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

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

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

3.2.12. Period of validity of e-Bid

- a. e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by NMRC. An e-Bid valid for a shorter period shall be rejected by NMRC as non-responsive.
- b. In exceptional circumstances, NMRC may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.

3.2.13. Correspondence with the Bidder

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

3.3. Earnest Money Deposit

3.3.1. Earnest money deposit (EMD)

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

3.4.3. Correction of Errors

- a. Financial Bids determined to be responsive will be checked by NMRC for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- b. The amount stated in the Financial Bid will be adjusted by NMRC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture in accordance with Clause 3.3.1g.

3.4.4. Examination of e-Bid document

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

3.4.5. Contacting NMRC

- a. No Bidder shall contact NMRC on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing.
- b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Metro works and legal proceeding can also be initiated. EMD of such bidders will be forfeited.

3.4.6. Confidentiality

- a. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NMRC in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.

- b. NMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NMRC or as may be required by law or in connection with any legal process.

3.5. Award of Contract

3.5.1. Award Criteria

- a. NMRC will award the contract as per evaluation criteria stated in the RFP Document.
- b. NMRC will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

3.5.2. Notice of Award (NOA)

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

3.5.3. Signing of contract

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

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

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

4. Section 4: Eligibility, Evaluation and Selection Process

4.1. Eligibility Criteria

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

- a. Sole proprietorship, registered partnership firm, public limited company, private limited company or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India.
- b. The Bidder should submit the solvency certificate issued by Nationalized / Scheduled bank (issued within a period of minimum six months) and it should not be less than **Rs. 1 Crore** (Rupees One Crore only)
- c. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Company in last 5 (five) financial years.

Note – Consortium is allowed.

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

- i. The Lead Member of the Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the Consortium during full tenure of License Agreement.
- ii. Any change in percentage stake of Consortium members without prior written approval of NMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling NMRC to encash Interest Free Security Deposit/Performance Security and /or to terminate the License Agreement after 30 days notice.
- iii. Minimum percentage stake of any member in Consortium during license period (including lock-in period) shall not be less than 15%.
- iv. All members of such entity shall be jointly and severally liable for the due performance of License agreement.

The Bidder shall also furnish the following documentary proof:

- a. For above criteria 4.1a
 - i. Documentary evidence such as Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership, as applicable
 - ii. Self-attested copy of PAN card of the company/firm; the GST registration(For all the members in case of Consortium)
- b. For above criteria 4.1b
 - i. Form 4: Banker's Solvency Certificate
- c. For above criteria 4.1c
 - i. Form 7: Undertaking

4.2. Information of the Technical and Financial Proposal

- a. The Bidder satisfying the criteria under Clause 4.1 shall be considered as qualified.

- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- c. The License Fee quoted by the Successful Bidder and accepted by NMRC shall be escalated by 10% (Ten Percent) annually i.e. in the beginning of every anniversary during the Agreement Period as per the terms and conditions set out in the Agreement.
- d. The Selected Bidder shall be the Bidder quoting the highest License Fee. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in RFP, be invited to match the Financial Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Bid of the highest Bidder, the NMRC may, in its discretion, invite fresh Financial Bid.

4.3. Selection of Bidder

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

- a. In case two or more technically qualified bidders quote the same price in the Financial Bid, and become Highest (i.e. H-1), then such highest bidders alone will be given an opportunity to better their rates through separate sealed quotations. The bidder with highest rate offered in such quotations will be taken as the successful bidder.
- b. In case, two or more responsive bidders have the same financial quotes, 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 letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.

4.5. Contract during Proposal Evaluation

- a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time NMRC makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NMRC and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded
- b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder's e-Bid.

- c. In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- d. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:
Executive Director
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.

4.6. Project Financial Terms

4.6.1. Schedule of Payment

- a. The Operator shall pay to NMRC the license fee as per the accepted rate received highest one on open bidding on a monthly basis exclusive of GST in advance. Monthly license fees for next month shall be paid within 7 days of the start of the running/ previous month. First payment shall be made within 7 days of acceptance of NOA in this regard.
- b. GST at applicable rates shall also be paid by the licensee to NMRC along with the above license fee. Any revision in rates of GST (Goods and Services Tax)/or if any other tax becomes applicable due to Govt. policy or legislation, the same shall also apply to the contracts under this tender and the licensee shall accordingly pay the revised GST/or any other tax along with License fees.
- c. All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this License. Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.
- 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. Till the time NMRC is not able to provide the electricity to the licensee, the licensee has to coordinate with the civil contractor of the particular station to get the electrical power, if needed, NMRC shall facilitate for the same.

4.6.2. 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 and complying with the laid down procedure.
- 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.
- d. The License Fee with applicable taxes and dues must always be paid in advance as and when become due.

4.6.3. Interest Free Security Deposit / Performance Security

- a. The Licensee shall pay Interest Free Security Deposit / Performance Security to NMRC in advance equivalent to the amount of Sixmonths License Fee. The interest free Security Deposit/ Performance Security shall be accepted in the in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favour of NMRC valid up to 6 months beyond the Agreementperiod.
- b. In case of a Consortium, the performance security is to be submitted in the name of the Consortium. However, splitting of the performance security (while ensuring the security is in the name of Consortium) and its submission by different members of the Consortium for an amount proportionate to their participation ratio or otherwise is also acceptable.
- c. EMD amount of successful bidder shall be adjusted in the performance security. For unsuccessful bidder, EMD shall be refunded without any interest.
- d. Before the start of work by the Licensee, Agreement will have to be signed by the Licensee at his cost on proper stamp paper. Without performance guarantee by Licensee, License agreement shall not be signed.
- e. Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period i.e. 5 years from commencement date of License Agreement or in case of surrender of license after 3 years lock in period as per the provisions of the Agreement, after adjusting any dues payable to NMRC and after final settlement, without consideration of anyinterest after completion of agreement.
- f. NMRC reserves the right for deduction of NMRC dues from Licensee's Interest Free Security Deposit / Performance Security for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Licensee.
- g. Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and License Agreement.

4.6.4. Non Payment of License Fee and Other Duties

- a. Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle NMRC to terminate the License Agreement as per provisions stipulated in Agreement. Besides, the Licensee shall pay an interest of 18% per annum on the amounts of License Fee and other dues for each day of delay until dues are finally paid.
- b. Licensee shall periodically advise the details of payments made to NMRC. In the case of non-submission of such details, initially Third party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of NMRC), then others dues / liabilities like electricity, etc, and lastly License fee shall be accounted for.
- c. The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from NMRC.
- d. In case payment is not made by due date, a 15 day notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, NMRC shall be entitled to terminate the License with 30 days' notice and shall be free to forfeit Interest Free Performance Security and take such other action available to it under this Agreement and as per Law. Electricity would be discontinued on 16th day of issuance of 30 days termination notice.
- e. Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of Licensee Event of Default Notice, along with a written request in the matter.

- f. The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from concerned Station Manager or its authorized representative in proof of Licensee having vacated the site will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Managers or its authorized representative shall not be entertained.
- g. Interest Free Security Deposit / Performance Security shall be forfeited on termination of contract due to any event of default by the licensee after adjustment of any dues payable by the Licensee to NMRC.
- h. In no case, due payments to NMRC shall be allowed to remain outstanding and unpaid for a period of more than 60 days. If at any stage, the dues remain unpaid and outstanding for the period of more than 60 days, the License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Security Deposit / Performance Security and advance license fee received, if any, shall stand forfeited in favour of NMRC after adjustment of any dues payable to NMRC by the Licensee. The Licensee shall be required to remove the vehicles immediately thereafter within 3 days of receipt of notice of such termination by NMRC.

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

These conditions shall be part of the License agreement.

5.1. General Provisions

5.1.1. Governing law and jurisdiction

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the 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 5.1.5 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 30days' 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 LicenseAgreement.

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 threeyears, 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 3 years. 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 3years, prior intimation can be given after 2 1/2 years], however option to exit will be available after three years. 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 Securityfor:
 - 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

- a. General
The Licensee shall always act, in respect of any matter relating to the Contract or to the Services, as faithful to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Sub-Contractors or third Parties.
- b. Standard of Performance
The Licensee shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, equipment, machinery, materials and methods.
- c. Conflict of Interests
The Licensee shall hold the Corporation's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- d. Prohibition of Conflicting Activities
The Licensee shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- e. Confidentiality
Except with the prior written consent of the Corporation, the Licensee and the Personnel shall not at any time communicate to any person or entity any confidential information, maps, images, reports, etc. acquired in the course of the Services, nor shall the Licensee and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. This clause shall survive even after expiry of this contract.
- f. Accounting, Inspection and Auditing
The Licensee shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in

such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.

5.8. Sub Contractor

The contractor may enter for whole work or any part of work through formal lease deed with second party/ sub-contractor for providing their vehicle(s) with/ without drivers however, the whole responsibility on part of the second party lies with the Operator as principal agency for the License agreement between NMRC and the Operator.

If it comes to the notice of employer that work or part of work has been subcontracted without following the extant provisions of the contract/ bid and the Motor Vehicle Act 1988 the contract will be terminated and performance bank guarantee shall be forfeited and punitive action shall be initiated against the contractor.

However, with prior approval of NMRC, subcontracting for the following activities may be permitted

- Major and minor servicing / repairing of vehicles;
- Engaging operational staff for the vehicles from any reputed agency;
- Any other activity, with approval of NMRC

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

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

S. No	Offence	Penalty (with or without warning) each case
1.	Poor dress code	Up to Rs. 200
2.	Using Mobile phone or listening music on Mobile/ Other devices on duty	
3.	Improper cleanliness at / near deputed place	
4.	Misbehavior and Poor Customer Support	Up to Rs. 500
5.	Breach of Instructions	
6.	Overcharging of fare (proved cases)	Rs. 1000
7.	Violation of Terms & Conditions of Contract	To be decided by Competent Authority
8.	Vehicles not parked in orderly manner	
9.	Parking of unauthorised vehicles / used for other purposes	

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

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

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. Indemnity

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

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

5.13. Miscellaneous

- a. Insurance and Waiver of Liability- The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in NMRC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. The Licensee shall submit to NMRC, suitable evidence that the foregoing policy or

policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold NMRC harmless against any liability, losses, damages, claims, expenses suffered by NMRC because of such default by the Licensee.

- b. The Licensee hereby indemnifies NMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- c. The Licensee hereby agrees that NMRC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of NMRC. Licensee hereby indemnifies NMRC against the claims made by Licensee's employees against NMRC.
- d. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies NMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to NMRC in accordance with NMRC's policies regulations prevalent at that time.
- e. Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of NMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify NMRC from any claims that may arise in connection with above.
- f. In case of non-payment of License fees and other dues or any other reasons whatsoever, the Licensee voluntarily agrees to and permits the licensor "NMRC" to disconnect all utility services including electric supply to the licensed premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.
- g. That the Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and NMRC shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
- h. The Licensee agrees voluntarily and unequivocally to make all payments as may be due on due date, without waiting for any formal invoice from the Licensor. The Licensee also voluntarily agrees to collect the invoice from the Authorized representative of the licensor (NMRC) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.
- i. Misuse - The Licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and NMRC (Licensor) shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the Licensee only. The Licensee will indemnify and keep indemnified NMRC for any losses on this account.
- j. Compliance with the Law - The premises and the equipment and the appurtenances thereto (except those installed by NMRC) conform to every applicable requirement of law or duly constituted 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.

- k. Electrical Specifications and Procedure for Release of Electric Power Supply
- i. Electricity supply will be provided as per terms and conditions indicated in Annexure 2: Rules and Guidelines for release of Electric Power. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation under this agreement. Licensee shall use energy efficient equipment.
 - ii. Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company / Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company / Agency. Uttar Pradesh Electricity Regulatory Commission policy and Electricity Act (as amended from time to time) shall be applicable.
 - iii. Equipment: All fittings/ erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters, electrical MDI/TOD, etc. are to be installed as per NMRC's specifications.
 - iv. NMRC may provide electricity at the point nearest to the required location on payment of required charges. The Licensee may also undertake electrical works for extension of power from nominated source under NMRC supervision and complying all codal provisions & NMRC specifications. The Licensee shall follow the provisions stipulated in Annexure 2: Rules and Guidelines for release of Electric Power as amended from time to time.
 - v. The Licensee shall invariably make provisions for TOD energy meter as per the latest Uttar Pradesh Electricity Regulatory Commission guidelines.

6. Section 6:Draft LicenseAgreement

THIS AGREEMENT made on theday 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 “Licensor”), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

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

The Licensor and the Licensee agree as follows:

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

Reference:

- (i) Tender No. Dated
- (ii) Bid Documents duly accepted and submitted by dated
- (iii) The Bidding Documents which include all the Sections specified below:
 - a. Section 1: General Information
 - b. Section 2 :Terms of Reference
 - c. Section 3 : Instructions to Bidders
 - d. Section 4: Eligibility, Evaluation and Selection Process
 - e. Section 5: General Conditions of Contract (GCC)
 - f. Section 6:Draft LicenseAgreement
 - g. Section 7:Appendices
 - h.

- i. Section 8 :Forms
- 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 5 years with the lock in period of 3 years.

4. Price Schedule

NMRC shall consider the following price, as quoted by the Licensee as part of financial bid:

- 5. The courts at District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
- 6. In consideration of the payments to be made by the Licensor to the Licensee as specified in this Agreement, the Licensee hereby covenants with the Licensor to execute the Works/Services and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. **“Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document, Corrigendum, Addendum uploaded by NMRC on the E-Tender Portal (<http://etender.up.nic.in>) or www.nmrcnoida.com and any other correspondence in this regard, shall not be treated as a part of the License Agreement & shall not be binding upon NMRC in anyway whatsoever at any stage of work/service during execution or thereafter.”**

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

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

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

Name of the official

Name of the official

Stamp/Seal of the Licensee

Stamp/Seal of the Licensor

In the presence of:

In the presence of:

Sign of Witness 1 _____

Sign of Witness 1 _____

Name _____

Name _____

Address _____

Address _____

Sign of Witness 2 _____

Sign of Witness 2 _____

Name _____

Name _____

Address _____

Address _____

7. Section 7: Appendices

7.1. Appendix 1: Metro Alignment

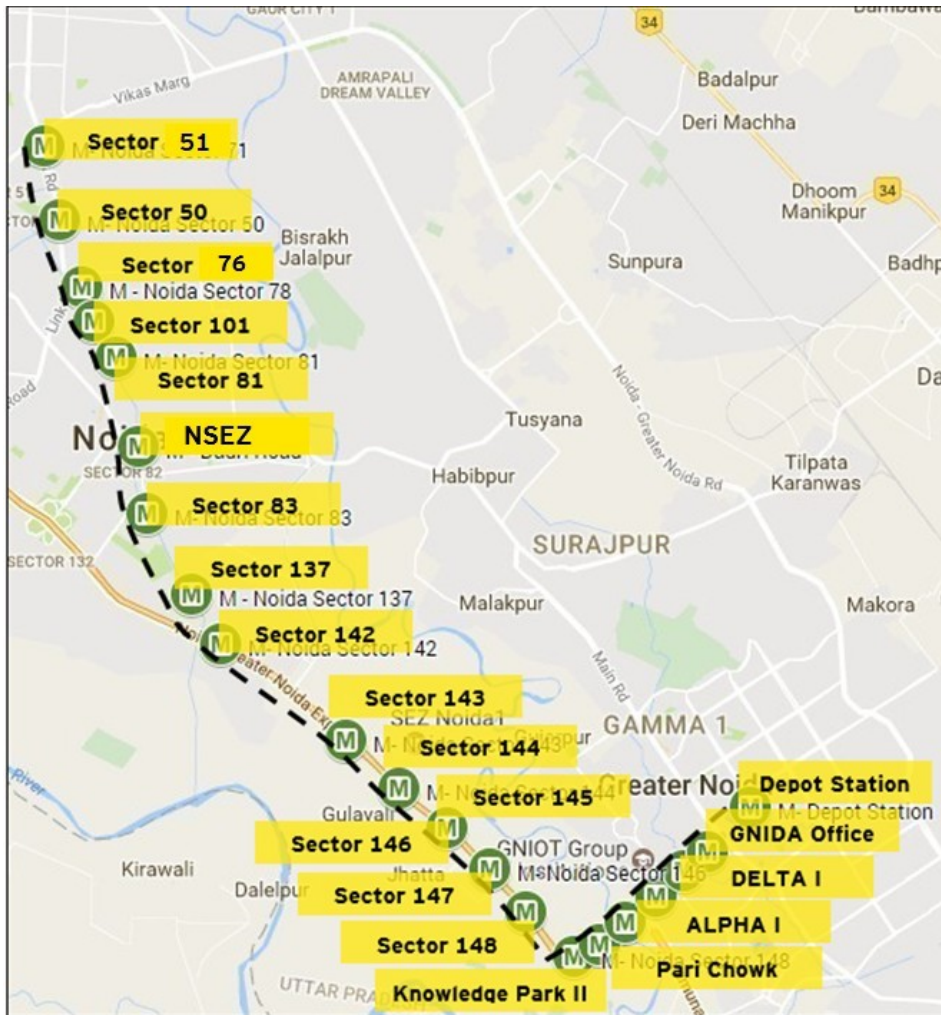


Fig: The Upcoming Metro Line

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

7.2. Annexure 2: Rules and Guidelines for release of Electric Power

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of NMRC station; availing power supply from outside agencies in NMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available NMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, Licensees may however, provide UPS / Inverter at their cost if they so desire. Installation of DG set is not permitted.
3. NMRC will attempt to provide electricity at the point nearest to location; Licensee is required to pay the cost of electrical works required for extension of power from NMRC panel / DB up to site on actual basis + NMRC service charges @15%. Alternatively, Licensee may also undertake electrical work for extension of power from nominated source under NMRC supervision and complying all codal provisions as listed in NMRC specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
4. NMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
 - a. Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
 - b. Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.
5. Licensee shall extend power supply from this Meter box at his own cost. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises in Annexure 6 : Specifications for Electrical Works. Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations. The work executed by Licensee shall be inspected by NMRC representative for ensuring compliance of specifications / stipulations of contract.
6. At the end of the contract (pre-mature surrender/termination, natural completion, etc.), all cable, pre-paid meter, connected software, etc. shall be sole property of NMRC. The Licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
7. Mode of power supply: If Licensee desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.
8. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
9. During tenure of temporary power supply 100/- per week per KW or part thereof shall be charged over and above applicable tariffs.
10. In case of failure to convert, the temporary connection to permanent within stipulated time, temporary connection charge shall be doubled. Format of application for temporary and permanent connection and lists of documents required are attached at Annexure 3 : Format of Application for Temporary Power Supply and Annexure 4 : Format of Application for Permanent Power Supply
11. Tariff: Rate of electricity shall be charged from Licensee at which concerned Electrical Connection providing Agency would be charging, had they obtained electric connection from them. The tariff shall be applicable according to same.

7.3. Annexure 3 : Format of Application for Temporary Power Supply

S.No.	Item	Details
1	Name of the Licensee	
2	Station	
3	Reference to allotment letter (Copy to be attached)	
4	Load Requirement (KW)	
5	Details of submission of Advance Consumption Deposited as per load	
6	Details of Cable installed along with earthing (Make and rating) Attach Cable Test Report	
7	Details of MCCB/MCB installed (Make and rating)	
8	Details of ELCB installed (Make and rating)	
9	Details of MDI / TOD Energy installed (Make and rating) Attach Original Meter Test Report	
10	Please confirm whether lockable DB with earthing has been provided and sealed by NMRC representative	
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	Attached / Not Attached
12	Attach Electrical Declaration along with Annexure on Rs. 100/- Non-judicial Stamp paper	Attached / Not Attached

Procedure

1. After ensuring lying of cable and meter box as per stipulations Bidder shall apply to concerned department in above form.
2. Electrical Department shall release temporary electric connection after verification.
3. Bidder to ensure that rules and specifications for electrical works, fire safety requirements have been understood by them and necessary approval wherever required has been taken / applied for.

7.4. Annexure 4 : Format of Application for Permanent Power Supply

S.No.	Item	Details
1	Name of the Licensee	
2	Station	
3	Reference to allotment letter (Copy to be attached)	
4	Load Requirement (KW)	
5	Details of submission of Advance Consumption Deposited as per load	
6	Details of Cable installed along with earthing (Make and rating) Attach Cable Test Report	
7	Details of MCCB/MCB installed (Make and rating)	
8	Details of ELCB installed (Make and rating)	
9	Details of MDI / TOD Energy installed (Make and rating) Attach Original Meter Test Report	
10	Please confirm whether lockable DB with earthing has been provided and sealed by NMRC representative	
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	Attached / Not Attached
12	Attach Electrical Declaration along with Annexure on Rs. 100/- Non-judicial Stamp paper	Attached / Not Attached
13	Attach Electrical Installation Test Report (In stipulated format) signed from Electrical contractor holding valid license	Attached / Not Attached

Procedure

1. After ensuring completion of all electrical works as per stipulations and completion of all safety requirements i.e. Fire safety, clearance by local fire service etc. Applicant shall apply to concerned department in above form.
2. Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.

7.5. Annexure 5 : Electrical Installation Test Report

S.No.	Description	Details
1	Name & Address of the Licensee	
2	Location	
3	Shop / UNIPAY Payment (Kiosk) Machine / Stall No.	
4	Connected Load	
5	Energy Meter S.No. & Make (Manufacturer's test report is to be enclosed)	

It is certified that all the electrical work at above installation have been carried out in compliance to the IE rules, IE acts adhering to the safety norms, rules and regulations of NMRC & that of any other statutory body. All men and material and temporary earthing have been removed from our end & the installation is fit for energizing.

It will be responsible on behalf of Licensee for non-compliance of any of the above. Copy of my valid electrical Contractor license is attached.

Seal & Signature of the Bidder

**Seal & Signature of Electrical Contractor
(Holding Valid License)**

7.6. Annexure 6 : Specifications for Electrical Works

1. Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of NMRC before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity will be borne solely by the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station, load up to 10 KVA shall be given in single phase. Above this, it shall only be given in three phase. Licensee is required to balance load at his end so that no unbalancing occurs at NMRC end.
3. Cables upto 6 Sq.mm will be of copper conductor and above 6 Sq.mm Aluminum conductors may be used. Cables for single phase shall be three core, with one core as earth. For three phase load, four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing.
4. For elevated stations, all wires shall be FRLS. Cables shall be armoured, XLPE, FRLS.
5. The meter along with MCB & ELCB box will be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per Table- 1 below.
6. Licensee will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
7. All materials specification must follow standards, codes and specification as used by NMRC in the E&M works.
8. In case, the Licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when Licensee pays necessary penalty as per Uttar Pradesh Electricity Regulatory Commission norms and removes excess load. On the subsequent occasion, NMRC reserves the rights to revoke the license and forfeit the interest free security deposit.
9. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
10. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV.

TABLE 1 – RATING OF ELECTRIC ITEMS

Power Requirement (KVA)	Rating of MCB (A, 10kA)	Rating of ELCB (A, mA)	Cable Size Copper (Sq.mm.) DB to Applicant premises
0 - 0.1	0.5	16, 30	1.5
0.1 - 0.2	1	16, 30	1.5
0.2 - 0.5	2	16, 30	1.5
0.5 - 0.7	3	16, 30	1.5
0.7 - 0.9	4	16, 30	1.5
0.9 - 1.2	5	16, 30	1.5
1.2 - 1.4	6	16, 30	1.5
1.4 - 2.3	10	16, 30	2.5
2.3 - 3.7	16	16, 30	4
3.7 - 4.6	20	25, 30	4
4.6 - 7.4	32	32, 30	6
7.4 - 9.2	40	40, 30	10
9.2 - 10.0	50	63, 30	16

LIST OF APPROVED MAKES

S.No.	Item	Approved Makes
1	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft - ISI Marked
2	GI Conduit Accessories	Confirming to BIS as per approved samples
3	Copper Conductor FRLS, PVC insulated wires	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
4	Copper Conductor FRLSZH , PVC insulated wires	Polycab, Ducab Dubai, Cords Cables, KEI.
5	FRLS Cables	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
6	FRLSZH , PVC Cables	Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.
7	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider)
8	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder
9	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schnieder
10	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati.
11	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton

7.7. Annexure 7: Declaration

On Non Judicial Stamp Paper of Rs. 100/- (duly notarised)]

I _____, son/daughter/wife of _____ Resident of _____ (hereinafter referred to as the "Applicant", which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

OR _____, a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at _____ (hereinafter referred as "Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Applicant is an occupant of the premises No. _____ at _____ having taken the premises from NMRC on the terms and conditions agreed to with NMRC which include that NMRC may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Applicant has requested the NMRC to provide an electricity connection at the abovementioned premises in the Applicant's name for the purpose mentioned in the application form.

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with NMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates as per Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. That the Applicant shall have no objection for the Electrical Connection providing Agency to carry out Inspections of the Applicants' Meters & Equipment & any Observation made by such Agencies, Which are acceptable to NMRC, shall be binding on the Applicant for Attention/Compliance.
3. That NMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. That the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by NMRC before the last date mentioned in such Monthly/Bimonthly Bill. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. NMRC may ask Applicant to recalibrate the Energy Meter whenever considered necessary.
5. That all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by NMRC, shall be paid and borne by the Applicant.
6. That the Applicant agrees that NMRC would accept an application from the Applicant for reduction in load only after two years from the original sanction. All applications for load enhancement by the Applicant would be dealt with by NMRC as a new connection and NMRC would follow the procedure as in the case of a new connection.
7. That NMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. That all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify NMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of NMRC or to any other

third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.

9. To pay NMRC all costs and expenses that NMRC may incur by reason of a fresh service connection being given to the Applicant.
10. To indemnify NMRC against all proceedings, claims, demands, costs, damages and expenses that NMRC may incur by reason of a fresh service connection given to the Applicant.
11. To be bound by NMRC's conditions of supply, and all applicable acts and rules.
12. That NMRC shall not be responsible for any interruption/diminution of supply.
13. Others
 - 13.1. Applicant will have to provide a Low voltage switch-board with MCBs & ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by NMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
 - 13.2. NMRC shall provide supply, if available, at one fixed point as per NMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/schemes/details shall be taken from NMRC.
 - 13.3. Only FRLS cable of required size shall be used for tapping off supply from NMRC fixed supply to Applicant premises in rigid GI Conduit pipe.
 - 13.4. Applicant will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/caping. The Applicant shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per NMRC's approval).
 - 13.5. NMRC will provide Power Supply of single phase, 230V, 50Hz for a max. Connected load up to 10kW, Electrical load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.
 - 13.6. Applicant shall be given only normal power supply available in station premises. Applicant may use suitable voltage stabilizers and power factor correction equipment as per his requirement. NMRC shall not be providing any standby power supply from station DG set or UPS.
 - 13.7. Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be the permitted to use standby UPS/Inverter system will also be taken as a part of total connected load.
 - 13.8. The Total Demand Load & Total Connected load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected Load Only.
 - 13.9. Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.
 - 13.10. Applicant shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Applicant's cost shall carry the entire work. NMRC's representative may inspect and supervise the work.
 - 13.11. Applicant shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the NMRC's Distribution Board or to any other place as directed by the NMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed

- format (available with the application form) and countersigned by the applicant shall be submitted by the Applicant. Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
- 13.12. Applicant will not be allowed to provide Room Heating appliance of any kind.
- 13.13. The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Applicant. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Applicant will be supplied subject to availability at an additional cost and conditions to be stipulated by NMRC.
- 13.14. In case, Applicant draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Applicant pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, NMRC reserves the right to revoke the license and forfeit the interest free security deposit.
- 13.15. In case, the Applicant is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of NMRC.
14. That the Applicant shall have no objection at any time to the rights of NMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
15. That the supply shall be used for the purpose that it has been sanctioned by NMRC and shall not be misused in any way to serve any other purposes.
16. That the supply shall not be extended / sublet to any other premises.
17. That the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
18. That NMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. That NMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.
20. To allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
21. That NMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the NMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by NMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
22. That all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.

23. The applicant acknowledges and accepts that the relationship of the applicant with NMRC is not that of a consumer and an Applicant but that of a commercial arrangement where the applicant has taken on lease/license premises of NMRC and the Electricity connection is being provided as a part of the above arrangement.

The applicant further agrees that this declaration given by him will be construed as an agreement with the NMRC to the above effect.

Date:

Place:

Signature of Applicant

(Full name)

Signed and delivered in the presence of:

In the presence of:

In the presence of:

Sign of Witness 1 _____

Sign of Witness 2 _____

Name _____

Name _____

Address _____

Address _____

List of Documents to be submitted along with Declaration

- 1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant.
- 2. Proof of allotment of the space/area leased out by NMRC in the form of the following:
 - a) Allotment/possession letters, Lease deed
 - b) General Power of Attorney together with proof of ownership of the executor. {Applicable in case of company}

8. Section 8 :Forms

8.1. Form 1: Letter of Proposal Submission

[Location, Date]

To

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

Subject: Selection of Operator/ Preferred Partner of First & Last Mile Connectivity through E-Rickshaws

Dear Sir,

We, the undersigned, offer to provide the services being the Operator/ Preferred Partner of First & Last Mile Connectivity through E-Rickshaws in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

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

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

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

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

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

8.2. Form 2: Firm Details

1.	<p>Title and name of the Project: Selection of Operator/ Preferred Partner of First & Last Mile Connectivity through E-Rickshaws</p>												
2.	<p>State the structure of the Bidder's organisation (Bidders to complete/delete as appropriate) Sole Bidder/Consortium</p>												
3.	<p>For Bidders who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person: </p>												
4.	<p>In case of a consortium, state the following:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 25%;">Names of members (Lead member first):</th> <th style="width: 25%;">Legal Status</th> <th style="width: 25%;">Registered address and principal place of business</th> <th style="width: 25%;">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: 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 of business	Percentage participation (equity)	a.				b.			
Names of members (Lead member first):	Legal Status	Registered address and principal place of business	Percentage participation (equity)										
a.													
b.													

8.3. Form 3:Capability Statement

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

Tender Reference No : _____

Name of Work : _____

Name of Bidder: _____

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)
1	Sole proprietorship, registered partnership firm, public limited company, private limited company or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India.	
2	The Bidder should submit the solvency certificate issued by Nationalized / Scheduled bank (issued within a period of minimum six months) and it should not be less than Rs. 1 Crore (Rupees One Crore only)	
3	The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Company in last 5 (five) financial years.	

8.4. Form 4: Banker’s Solvency Certificate

To

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

SOLVENCY CERTIFICATE

This is to certify that to the best of our knowledge and information M/s.
..... having a registered office at
....., a customer of our Bank is has been
dealing with us for last years and can be treated solvent up to a limit of INR
..... (Rupees), as disclosed by the
information and record which are made available to the Bank.

It is clarified that this information is furnished without any risk and responsibility on our part, or any of
its officials in any respect whatsoever more particularly as a Guarantor or otherwise.

Signature & Seal of the Bank:

Date:

Note: This certificate is to be submitted on the banker’s letterhead

**Authorised Signatory
(Name & Designation of Authorised Signatory)**

8.5. Form 5: Proforma for Corporation from Manufacturers

To

Executive Director

Noida Metro Rail Corporation (NMRC) Limited

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

Noida -201301,

District Gautam Budh Nagar, Uttar Pradesh

Dear Sir,

- a. Wean established and reputable manufacturers of E-Rickshaws having factories at.....and offices at do hereby authorize **M/s..... (Name)** to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender No
- b. M/sare authorized to represent us in regard to this business against this specific tender.
- c. We have(the precise relationship)with(representative)
- d. We have the mutual interest in the business of each other.
- e. We do not have any commission agent and no agency commission shall be paid.
- f. We / our representative have/ has own service center. (Attach documentary proof)
- g. We have adequate plant and manufacture capacity to manufacture and supply the items offered within the delivery schedule as mentioned in the tender document.
- h. All items being offered are not obsolete and are in their current manufacturing range and their spare parts will be made available during the Agreement period.
- i. All services namely supply, commissioning, training and maintenance shall be rendered by our representative.
- j. In case of any termination or dispute of contract /agreement /relationship with our representative, we shall be laid with full responsibility of carrying the work as mentioned in the tender document.

Signature and Name of the Manufacturer

NAME OF THE BIDDER AND SEAL

NOTE:

- 1. This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

8.6. Form 6: Memorandum

Name of Work: Selection of Operator/ Preferred Partner of First & Last Mile Connectivity through E-Rickshaws

I/We agree to keep the quoted rate open for acceptance for 180 days from the due date of submission thereof and not make any modification in its terms and conditions.

I/We/ any of the consortium members hereby declare that I/We/ consortium members shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of NMRC.

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

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

8.7. Form 7: Undertaking

Name of Work: Selection of Operator/ Preferred Partner of First & Last Mile Connectivity through E-Rickshaws

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

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

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

Note:

- 1. To be signed by the Bidder/ lead member in case of a Consortium**

8.8. Form 8: Power of Attorney

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

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's 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 '**Selection of Operator/ Preferred Partner of First & Last Mile Connectivity through E-Rickshaws**' 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).

8.9. Form 9: Statement of Legal Capacity

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

Ref. Date:

To

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

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable*

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

Whereas the Executive Director, Noida Metro Rail Corporation Limited (NMRC) has invited applications from interested parties for the **Selection of Operator/ Preferred Partner of First & Last Mile Connectivity through E-Rickshaws** (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,andhaving our registered office at(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at.....being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the NMRC, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the NMRC. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2.....

*For
(Signature)*

*.....
(Name & Title)*

*For
(Signature)*

*.....
(Name & Title)*

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

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

8.11. Form 11: Consortium Agreement / Memorandum of Understanding

(To be executed on Stamp paper of appropriate value)

This Consortium Agreement/Memorandum of Agreement is executed at _____ on this _____ day of _____, 2018.

BETWEEN

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

AND

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

AND

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

Whereas Noida Metro Rail Corporation Limited (hereinafter referred to as 'NMRC') has invited Bids for the Licensing of _____ in terms of the RFP documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by NMRC for participating in the bid by the Consortium for which the Bid has been floated by NMRC.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

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

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

4. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for _____.
5. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
6. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
 - I. The Lead Member shall have _____per cent (____%) of shareholding with reference to the Consortium for this specified license agreement.
 - II. The Participant Member shall have _____ (____%) of shareholding with reference to the Consortium for this specified license agreement.

That in case to meet the requirements of bid documents or any other stipulations of NMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of NMRC.

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

1.(_____) 2.(_____) 3.(_____)

Authorized Signatory Authorized Signatory Authorized Signatory

(_____) (_____) (_____)

For (Name of company) For (Name of company) For (Name of company)

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

(i) Execution of the Consortium Agreement, and

(ii) Appointing the authorized signatory for such purpose

8.12. Form 12: 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

8.14. Form 14: Resources proposed for the Work

We abide by the following conditions:

- In order to achieve high standard, if required, additional personnel than the required personal can be deployed. However, the deployment of personnel shall never be less than the minimum required or number of personnel to be deployed to manage contract.
- At least one manager to manage contract and one driver for per vehicle are required to be deployed on a daily basis as specified in the bid
- Any personnel required to be deployed for taking care of leave reserve and rest givers etc. have to be additionally provided by the Operator as per the statutory norms or rules as applicable.
- The CVs of deployed personnel to be submitted by Operator one week in advance.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

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

To

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

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

Sub: Selection of Operator/ Preferred Partner of First & Last Mile Connectivity through E-Rickshaws

Dear Sir,

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

I/we hereby quote the following amount per vehicle per month for 1st Year, payable to NMRC.

Sl. No.	Item Description	Quantity	Units	Reserve Price per vehicle per month	Quoted Price per vehicle per month for 1st Year To be entered by the Bidder (In Rs.)	Total Quoted Amount per month for 1st Year In Figures	Total Quoted Amount per month for 1st Year In Words
1	License Fees for E-Rickshaws	50	Nos	1500			

Note:

- The bidder who quotes **over and above the reserve price** as mentioned in Financial Bid and who quotes highest amount of License Fees for per vehicle per month valid for 1st year in the financial quote (H1 bidder) shall be selected for the award of contract.
- NMRC has mentioned the Reserve Price of INR 1500 per vehicle per month. If the Bidder quotes below/ at par than the Reserve Price, then his Financial Bid shall be treated as non-responsive and will not be considered and EMD shall be forfeited.
- The License Fees is per vehicle per month. If there is any change in number of E-Rickshaws, basis approval from NMRC, then the License Fees per vehicle per month shall be charged as per the rate prevalent.
- This quoted rate shall be escalated at rate of 10% (Ten Percent) per annum on compounding basis i.e. in the beginning of every anniversary during the Agreement Period.

- e. The license fee is exclusive of all applicable taxes and levies. The Licensee shall bear all the applicable taxes including GST at prevailing rates. Any future revision in taxes shall also be borne by Licensee.
- f. The Financial Bid submitted is unconditional and fulfills all the requirements of the Terms of Reference Document.
- g. We have completely read and understood the Bid Document. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

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

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

Authorized signatory

Name:

Date:

Name of the Bidder with seal

8.17. Form 17: Bid Details

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

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