

# EOI NO. NCRTC/PLG/LMC/2024/EOI03

Date: 23/12/2024





# National Capital Region Transport Corporation (NCRTC)

**Rolling Expression of Interest** 

for

Feeder Services for
Delhi-Ghaziabad-Meerut
Namo Bharat Corridor

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### 1. INTRODUCTION

# 1.1. Background

1.1.1. To promote balanced development of the NCR, the National Capital Region Planning Board (NCRPB) recommended a rail-based sub urban transport system i.e., Namo Bharat System for NCR. A total of eight Namo Bharat corridors linking Delhi to various nodal towns in NCR were proposed.

The Planning Commission appointed Task Force prioritized three Namo Bharat corridors namely (i) Delhi – Ghaziabad – Meerut, (ii) Delhi – Gurugram – Rewari – Alwar and (iii) Delhi – Sonipat – Panipat for implementation in the first phase.

The Namo Bharat network would offer world class commuter transit services which would be safe and reduce commuter journey times in the region with high speed (180 km) and high frequency (5 to 10 mins) operations. Namo Bharat System would allow covering average distances of 100 kms in one hour. The project would also ensure the convenience of quality Feeder Service, addressing the needs of all categories of travellers on the network. The network is being planned and spatially oriented to ensure seamless integration with the Indian Railways, Inter State Bus Terminals (ISBT's), Airports and the Delhi Metro

The National Capital Region Transport Corporation (NCRTC) incorporated on 21<sup>st</sup> August 2013 under the Company Act, 1956 as a partnership institution between the Central Government and the participating states of Uttar Pradesh, Haryana, Rajasthan and the NCT of Delhi, is the implementing agency (IA) of Namo Bharat Corridors with its head quarter at New Delhi.

The Delhi – Ghaziabad – Meerut Namo Bharat corridor, identified as one of the prioritized corridors, includes 16 Namo Bharat stations and 9 Metro stations in Meerut city (refer Appendix-IV for the list of stations). The priority section of the corridor, from Sahibabad to Duhai (17 km), and further from Duhai to Modinagar North (another 17 km), was commissioned on 20th October 2023 and 6th March 2024 by the Hon'ble Prime Minister of India, respectively. Additionally, another 8 km section from Modinagar North to Meerut South was opened on 18th August 2024. In total, 42 km of the Delhi – Ghaziabad – Meerut Namo Bharat corridor has been commissioned. The subsequent sections of the corridor, along with the Metro system in Meerut, are being planned to open for commercial operations soon. The entire Delhi – Ghaziabad – Meerut Namo Bharat corridor and the Metro system in Meerut city (82.15 km) is targeted for completion by June 2025.

### 1.2. Feeder Services

NCRTC, in its endeavour to provide transport services to its commuters, has decided to seek strategic partnership for providing feeder services at the Namo Bharat /Metro Stations of the Delhi-Ghaziabad-Meerut Namo Bharat Corridor by entering into a Memorandum of Understanding with Selected Applicant(s). For this endeavour, NCRTC is seeking Rolling Expression of Interest (EoI) from feeder service providers of –

- A. vehicle operators
- B. aggregators (including app-based aggregators)



Figure 1-1: Delhi - Meerut Namo Bharat Corridor

# 1.3. Objectives

The objectives are outlined hereunder: -

- 1.3.1. To provide convenience to the passengers by way of availability of feeder services at the Namo Bharat /Metro stations.
- 1.3.2. To ensure organised, dedicated, safe & secure and reliable feeder services to the Passengers intend to use the Namo Bharat /Metro services.

To meet the above objectives, applications are invited from feeder service providers – vehicle operators, aggregators (including app-based aggregators) for operating feeder services in following categories:

**Table 1: Modes of Feeder Services** 

Task No.	Transport Modes	Operation modes	Vehicle and Fuel Type	Operation Coverage Area
1	Point-to- point Shuttle-Bus Service	To Connect Offices, IT Corporate Parks, Colleges, Townships and General Commute	Ordinary and premium segment buses fuelled by Electric & CNG	To operate from/ to the Namo Bharat /Metro Stations
2	Metered/ pre-paid taxi Services	Taxi operators for providing point to point mobility on demand from/to the Namo Bharat Stations and charge fare as per the fare meter or fare prepaid arrangement at the Namo Bharat stations.	Mini and Maxi Cabs having four to six passenger capacity fuelled by Electric/CNG	No distance limit. To be operated from the taxi stands at the Namo Bharat /Metro Stations
3	App based Cab aggregators	App based cab aggregators for providing cabs at the Namo Bharat /Metro Stations on demand	Mini and Maxi Cabs having four to six passenger capacity fuelled by Electric/CNG	Should go to any permissible destination
4	Metered/ Pre-paid Auto- Rickshaw Service	Three-Wheeler operators for providing point to point mobility on demand from and to the Namo Bharat Stations and charge fare as per the fare meter or fare pre-paid arrangement at the Namo Bharat stations.	Auto-Rickshaws having at least four passenger capacity fuelled by Electric/CNG	No limit of distance, to operate from Auto stands at the Namo Bharat /Metro Stations
5	3-Wheeler/ 4-Wheeler Sharing	Operators/Aggregators of three wheelers/4-wheelers to operate from/to the Namo Bharat/Metro Stations in multiple direction as a hub & spoke and/or loop route concept.	Electric/ CNG fuelled 3/4-wheelers having four to twelve seating capacity	Shall operate for connecting various localities with Namo Bharat /Metro stations
6	E-Rickshaw Sharing	Operators/Aggregators of E-Rickshaw to operate from/to the Namo Bharat/Metro Stations in multiple direction as a hub & spoke and/or loop route concept.	Electric powered Rickshaw only	Shall operate for connecting various localities with Namo Bharat /Metro stations
7	Two- Wheeler Taxi Service	Scooter/Motorcycle Operators/ Aggregators for providing point to point mobility on demand from and to the Namo Bharat/Metro Stations and charge fare as per the km basis fare chart.	Scooters/ Motorcycles, suitable for the purpose	Required to fulfil the requirement of commuting to the nearby localities

Task No.	Transport Modes	Operation modes	Vehicle and Fuel Type	Operation Coverage Area
8	Two- Wheeler Rental Service	E-Scooter/ Bike Operators / Aggregators to ensure availability of minimum specified numbers of vehicles at the Namo Bharat /Metro Stations and nearby localities for hiring purpose at a pre-decided fare per km or per hour basis.	Scooters/ Motorcycles as suitable for the purpose	To operate from/to Namo Bharat/Metro Stations
9	Bicycle/E- Bicycle Rental Service	Bicycle/ E-Bicycle Operators / Aggregators to ensure availability of minimum specified numbers of cycles at the Namo Bharat / Metro Stations and other localities for hiring at a pre decided fare per km or per hour basis.	Bicycles (non- motorised/electric) as suitable for the purpose	To operate from/to Namo Bharat/Metro Stations
10	Car Rental Service	Short period renting of cars to the customers for a fee	Electric, CNG or any other green fuelled Cars as allowed under the law, of all sizes (Hatch back, sedan, SUV etc.) fitted with GPRS navigation system	To operate from/to Namo Bharat /Metro Stations
11	Route based Bus Service	Bus operators to provide minimum specified number of electric buses to operate in different Namo Bharat /Metro feeder routes, originating from Namo Bharat /Metro stations	6 to 9 metre Electric buses	To operate from the Namo Bharat /Metro Station premises

# 1.4. Engagement of Feeder Service Provider through MoU

- 1.4.1. NCRTC intends to sign MoU(s) by selecting Applicants through a selection process in accordance with the procedure set out herein this EOI.
- 1.4.2. The Selected Applicant(s) shall enter into MoU(s) with NCRTC, and accordingly, shall be responsible for undertaking feeder Services at the Station(s) under and in accordance with the provisions of the MoU (Appendix-V).
- 1.4.3. The scope of work will broadly include providing feeder Services at Station(s) and includes all matters connected with or incidental to such Services, provision of services and facilities, and collection of fare in accordance with the provisions of the EOI/MOU.
- 1.4.4. The EOI/MOU sets forth the detailed terms and conditions for the Feeder Services at Station(s), including the scope of the services and obligations.
- 1.4.5. App-based aggregator may leverage its partnership with fleet partners who own vehicles or directly with vehicle owners who deploy drivers to provide transportation services through app-based aggregators for providing feeder Services at the Station(s).

## 1.5. Brief Description of Selection Process

The selection process involves evaluation of experience and technical capacity as described in Clause No. 4 (Evaluation Criteria for entering into MoU for providing

Feeder Services at Station(s). NCRTC may award work for providing feeder Services at Station(s) to at least one or more service providers for each **category** of the feeder service modes as listed in Table 1.

The Applicants would be required to furnish all the information specified in this EOI. The Application submitted by each Applicant shall be valid for a period of not less than 180 (one hundred and eighty) days from the last day of month in which application is submitted.

## 1.6. Schedule of Selection Process

This is a rolling EOI for a period of 12 months starting from 23/12/2024 to 30/11/2025. However, NCRTC may withdraw the EOI at any time with one month intimation published on NCRTC's website. The application received till date mentioned in the intimation will be evaluated as per the terms mentions in this EOI.

The applications received will be evaluated/examined for each month separately in which applications are received. Applications received by the last day of each month shall be taken for evaluation against the same month.

# 2. INSTRUCTIONS TO APPLICANTS

### 2.1. General

- 2.1.1. NCRTC wishes to receive Applications under this EOI from experienced and capable Applicants for providing feeder Services at Station(s). Applicant shall submit application for feeder services (Table 1) may choose to provide the services on any number of Namo Bharat /Metro Stations.
- 2.1.2. The EOI Documents are being provided only as preliminary reference documents by way of assistance to the Applicants who are expected to carry out their own surveys, investigations, and other detailed examination of the Stations(s) before submitting their applications. NCRTC shall have no liability whatsoever in relation to or arising out of any or all contents of these documents.
- 2.1.3. The application shall be furnished in the format at Appendix–I and signed by the Applicant's authorised signatory.
- 2.1.4. The Applicant shall submit a Power of Attorney as per the format at Appendix–II / Board resolution authorising the signatory to submit the Applicant/any supporting document establishing the authority of the signatory as authorised person.
- 2.1.5. The application and all communications in relation to or concerning the EOI Documents and the Application shall be in English language.
- 2.1.6. The **arrangement shall initially be for a period of two years** and may be extended further depending on the overall performance of the feeder service provider.

# 3. SELECTION CRITERIA

## 3.1. Technical capacity of the applicant

For provision of Feeder Service from Namo Bharat /Metro stations, the Applicant(s) would be selected based on the following: -

3.1.1. To provide coordinated & dedicated services, Applicant should be in the business of

- providing feeder services either as an owner or aggregator, anywhere in India.
- 3.1.2. Qualifying Experience and Technical Capacity (Annexure-II of Appendix-I), duly signed by authorised signatory, having mention of availability of fleet size ( and related years of experience.

## 4. EVALUATION CRITERIA

# 4.1. Evaluation of Applications

The Applicant's competence and capability is proposed to be established by the following parameters:

- a) Qualifying Experience; and
- b) Technical Capacity as per clause 3.1.

# 4.2. Qualifying Experience and Technical Capacity for purposes of evaluation

- 4.2.1. The Applicant must establish the Qualifying Experience and Technical Capacity by providing details as per format at Annexure-II of Appendix-I.
- 4.2.2. All eligible Applicants, subject to provisions of Clause 3.1, shall be awarded total marks as specified at Table 2. Criteria for award of marks for experience is described at Table 3 and Table 4.

# 4.3. Selection of Applicant

- 4.3.1. Based on information provided by the applicant and evaluation process described in this document, NCRTC will prepare a list of applicants in descending order as per marks obtained.
- 4.3.2. The Applicant who gets maximum marks for a particular Task, shall ordinarily be declared as the "Selected Applicant" for the Station(s) and shall be asked to provide Feeder Service at the relevant stations.
- 4.3.3. However, NCRTC reserves the right to declare more than one feeder operator as the selected applicant for a particular task for the station(s) and may we ask to provide feeder service at the relevant station.
- 4.3.4. NCRTC may, on its own discretion, decide to select multiple Applicant for a Station for a particular Service/Task and accordingly select more than one Applicant through the above procedure.
- 4.3.5. In the event that the NCRTC rejects or annuls all the Applications, it may, in its discretion, invite all eligible Applicants to submit fresh Applications.
- 4.3.6. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by NCRTC to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA stating "unconditionally accepted" in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, NCRTC may, unless it consents to extension of time for submission thereof, shall exercise the remedies available to it under the Application Securing Declaration on account of failure of the Selected Applicant to acknowledge the LOA.
- 4.3.7. After acknowledgement of the LOA as aforesaid by the Selected Applicant(s), it shall

execute the MoU within the period prescribed in LOA.

Table 2: Criteria for Award of Marks for Technical Capacity

Sl. no	Task No	Type of Feeder Service	Max. Marks	Marks for No. Vehicles	Marks for Years of experience in months	Total marks
(1)	(2)	(3)	(4)	(5)	(6)	(7=5x6)
1	Task-1	Point to point Shuttle Bus Service	100			
2	Task-2	Metered/pre-paid taxi Services	100			
3	Task-3	Cab aggregators	100			
4	Task-4	Metered/Pre-paid Auto- Rickshaw Service	100			
5	Task-5	Auto-Rickshaw Sharing	100			
6	Task-6	E-Rickshaw Sharing	100			
7	Task-7	Two-Wheeler Taxi Service	100			
8	Task-8	Two-Wheeler Rental Service	100			
9	Task-9	Bicycle/E-Bicycle Rental Service	100			
10	Task-10	Car Rental Service	100			
11	Task-11	Route based Bus Service	100			

Table 3 Criteria for Award of Marks for Numbers of Vehicles for Feeder Services

			No of	Vehicles us	sed for fe	eder servic	es anywhe	re in India	ì			
S. No	Point to point Shuttl e bus	Metered/pre -paid taxi services	App base d Cab	Auto metere d	Auto share d	E- Ricksha w Sharing	Two- Wheele r Taxi	E-Bike/ Scoote r Rental	Bicycl e Rental	Car Renta l	Route based bus servic e	Max. Mark s
	Task-1	Task-2	Task- 3	Task-4	Task-5	Task-6	Task-7	Task-8	Task-9	Task- 10	Task-11	
1	>20	>20	>50	>30	>30	>50	>30	>30	>50	>20	>20	10
2	11-20	11-20	26-50	16-30	16-30	26-50	16-30	16-30	26-50	11-20	11-20	7.5
3	01-10	01-10	01-25	01-15	01-15	01-25	01-15	01-15	01-25	01-10	01-10	5
4		der service providenentation)	er (Alreac	ly entered w	rith MOU/	Contract with	any organi	zation for t	he services	and in th	e process	3

Table 4 Criteria for Award of Marks for Experience in Month

S. No	Experience in month	Marks
1	Above 12 months	10.0
2	7 to 12 months	7.5
3	1 day to 6 months	5.0
4	For new service provider (Already entered with MOU/Contract with any organization for the services and in the process of implementation).	3.0

- 4.3.8. Start-up feeder service providers, who do not qualify under the above conditions may also apply by giving options for the stations and mode of service in the format provided at Appendix-1, clearly mentioning as "Start-up Company" at Annexure-I & Annexure-II and attach documents in support of their claim of being a Start-up company. These Applicants shall be kept in reserve and NCRTC may consider availing their services at the stations if no other service provider in their category is available.
- 4.3.9. In case the applicant is having experience in a different mode of feeder service, then the experience for operation of number of vehicles for the service applied will be calculated based on equivalent Passenger Car Unit (PCU) as per IRC-64-1990. If the specific PCU is not available for any vehicle type, then nearest category PCU will be applied for experience calculation. The equivalent Passenger Car Unit (PCU) experience, derived from experience in different modes, shall be considered as experience for the applied mode of feeder service.
- 4.3.10. In case of consortium/Joint Venture, the experience of any one of the partners will be considered for evaluation purpose. International Experience will be allowed for consortium having Indian partner.
- 4.3.11. Applicants may apply for more than one Task (refer Table 1 for tasks) in the preference table mentioned in Letter Comprising the application (Appendix-I). NCRTC reserve the right to allot or empanel to any Namo Bharat /Metro station (location) to any successful applicant or empanel the applicant(s) for any upcoming Namo Bharat /Metro station.
- 4.3.12. Each task has independent activity and maximum marks of each task is 100 Marks. Applicant with highest score shall be shortlisted first for each task and considered for the letter of award (LOA). Each task shall be awarded separately.
- 4.3.13. In case of further tie between the score of two or more applicants for a particular station per category, the below mentioned criteria may be applied:
  - Years of operation of the applicant
  - Other stations sought to be served by the applicant.
  - Size of operational fleet in NCR

Tie breaker criteria per station per category is as per Table 5.

Table 5: Tie Breaker Criteria per station per category

Tie-breaker criteria	Marks obtained. (Max. marks per criteria: 100)
Years of operation of the applicant*	[(Years of experience of applicant) $\times$ 100]
rears of operation of the applicant	÷ (Highest years of operation amongst bidders)
Other stations sought to be served	5 marks per station other than the station in consideration
Size of operational fleet in NCR	[(Fleet of service provider) $\times$ 100]
Size of operational neet in NCK	÷ (Highest fleet size amongst bidders)

<sup>\*</sup>For new service provider (Already entered with MOU/Contract with any organization for the services and in the process of implementation), experience shall be counted from the date of signing of MOU.

4.3.14. The applicants will be ranked basis the total score achieved across the 3 criteria.

# 4.4. Contacts during Evaluation

Applications shall be deemed to be under consideration immediately after they are opened and until such time NCRTC makes official intimation of award/ rejection to the Applicants. While the Applications are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under the EOI Documents, from contacting by any means, the Employer and/ or their employees/ representatives on matters related to the Applications under consideration.

## 5. PROCEDURE FOR APPLICATION

5.1. Interested Applicants may submit their proposal addressed to: -

Multi-Modal Integration Expert,

National Capital Region Transport Corporation,

Gati Shakti Bhawan, INA,

New Delhi-110023.

Email: <a href="mailto:samir.kumar@ncrtc.in">samir.kumar@ncrtc.in</a>, Website: <a href="mailto:www.ncrtc.in">www.ncrtc.in</a>

- 5.2. The proposal should be submitted in a sealed envelope duly superscribed 'FEEDER SERVICES FOR DELHI GHAZIABAD MEERUT NAMO BHARAT CORRIDOR' with the following documents:
- 5.2.1. Letter comprising the application (Appendix-I)
- 5.2.2. Particulars of the applicant along with Memorandum of Association and Article of Association/Partnership Deed, in case the applicant is a company/Partnership/Sole Proprietor (Appendix-1 Annexure-I)
- 5.2.3. Applicant for Task-1 to Task-11, have to submit the Qualifying experience and technical capacity of the applicant duly signed by the authorised signatory (Appendix-1 Annexure-II).
- 5.2.4. Power of attorney (as per Appendix-II) / board resolution authorizing the signatory to submit the application/any supporting document establishing the authority of the signatory as authorised person.
- 5.2.5. Signed & stamped copy of this EoI document as token of acceptance of all terms & conditions.
- 5.2.6. Copy of PAN Card & GST Regn. Certificate of Applicant.

It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion in the evaluation process.

# 6. MISCELLANEOUS

- 6.1.1. The finalization of Operator(s) and the stations from which the selected Operators would run the Feeder Services from/to Namo Bharat /Metro stations shall be made at the sole discretion of NCRTC.
- 6.1.2. NCRTC reserves the right to curtail, expand, prepone, postpone the process and its

implementation at any stage before or during the running of this arrangement for any development or whatsoever reason deemed suitable by competent authority of NCRTC. Allottee shall neither have right, title or interest in the premises allotted to him/her nor deemed to having any exclusive possession thereof, except the permission to use the said allotted space, site, location for the period and purpose as specified in the approval letter from NCRTC. No claim or compensation will be entertained on this account.

- 6.1.3. The Applicants shall be responsible for all the costs associated with the preparation of their Applications and their participation in the Selection Process. NCRTC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- 6.1.4. Based on the scrutiny of the proposal, NCRTC may, at its sole discretion, will shortlist the Applicants and may ask them to provide Feeder Services.
- 6.1.5. In case of poor performance and / or non-adherence to terms of the EOI and MOU, NCRTC may withdraw permission granted to the Operator/Service Provider/Aggregator at any point of time without any liability for claim or compensation.
- 6.1.6. Appendix V is the draft Memorandum of Association (MoU) for this EOI.

## 7. SITE VISIT AND VERIFICATION OF INFORMATION

7.1. Applicants are encouraged to submit their respective Applications after visiting the Station(s) site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

## 8. FACILITIES TO BE PROVIDED BY NCRTC

- **8.1.** NCRTC may provide space, for the pick-up and drop-off of the passengers with in the Namo Bharat /Metro Station area. Space for parking of vehicles and manager office room etc. may be provided by NCRTC on the request of the Operator/Service Provider/Aggregator on technical & commercial terms subject to availability & feasibility.
- **8.2.** Use of NCRTC name and logo on the vehicles will not be permitted, unless specifically approved by NCRTC based on request from the Operator/Service Provider/Aggregator.

## 9. CLARIFICATIONS

- **9.1.** Applicants requiring any clarification on the EOI may notify NCRTC by e-mail at <a href="mailto:samir.kumar@ncrtc.in">samir.kumar@ncrtc.in</a> or in writing by speed post/courier/special messenger. NCRTC shall endeavour to respond to queries through email/replies will be uploaded on NCRTC Website (<a href="https://www.ncrtc.in">www.ncrtc.in</a>).
- **9.2.** NCRTC shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, NCRTC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring NCRTC to respond to any question or to

provide any clarification.

# 10.AMENDMENT OF EOI

- **10.1.** At any time prior, NCRTC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the EOI by the issuance of Addenda.
- **10.2.** Notwithstanding anything to the contrary contained herein, NCRTC shall, in its sole discretion, be entitled to modify any timelines with respect to the Selection Process.
- **10.3.** Any Addendum thus issued hereunder shall be hosted on the NCRTC Website (www.ncrtc.in). Applicants are encouraged to check the NCRTC website from time to time for the latest information published by NCRTC relating the EOI.
- 10.4. The Applicant is advised to study the EOI completely, undertake site visits and submit the queries in accordance with Clause 9.

# APPENDIX-I Letter Comprising the Application

	Dated:
Τо,	

Subject: Application for providing Feeder Services at the Namo Bharat /Metro stations of Delhi – Ghaziabad – Meerut Namo Bharat Corridor

Dear Sir,

With reference to your EOI document dated ........., I/we, having examined the EOI documents and understood their contents, hereby submit my/our Application for the providing Feeder Services at the stations of Delhi – Ghaziabad – Meerut Namo Bharat Corridor opted in Annexure-V.

- 1. I/We certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Application are true copies of their respective originals.
- 2. I/We shall make available to NCRTC any additional information it may find necessary or require supplementing or authenticate the Application.
- 3. I/We acknowledge the right of NCRTC to reject my/our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, my/our right to challenge the same on any account whatsoever.
- 4. I/We certify that in the last three years, I/we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 5. I/We declare that:
  - (a) I/We have examined and have no reservations to the EOI, including any Addendum issued by NCRTC.
  - (b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with NCRTC or any other public sector enterprise or any government, Central or State; and
  - (c) I/We hereby certify that I/we have taken steps to ensure that no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
- 6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to submit Application for the Project, without incurring any liability to the Applicant.
- 7. I/We further certify that I/we am/are not barred/ blacklisted/ banned, (a) for business dealings with any Ministry (Government of India) and/or any of its attached or subordinate offices from participating in any project or for providing any services in India.

- 8. I/We undertake that in case due to any change in facts or circumstances during the Selection Process, I/we am/are attracted by the provisions of disqualification in terms of the provisions of this EOI, and I/we shall intimate NCRTC of the same immediately.
- 9. I/We acknowledge and undertake that I/we shall be evaluated on the basis of Qualification Experience and Technical Capacity.
- 10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NCRTC in connection with the selection of the Applicant, or in connection with the Selection Process itself, in respect of the abovementioned services and the terms and implementation thereof.
- 11. In the event of me/us being declared as the Selected Applicant, I/we agree to enter into a MoU as per mutually agreed conditions.
- 12. I/We have studied the entire EOI document carefully and also surveyed the Delhi Ghaziabad Meerut Namo Bharat corridor. We understand that except to the extent as expressly set forth in the EOI/MoU, we shall have no claim, right or title arising out of any documents or information provided to us by NCRTC or in respect of any matter arising out of or relating to the Selection Process including the selection for implementation of Project.
- 13. I/We agree and understand that the Application is subject to the provisions of the EOI Documents. In no case, I/we shall have any claim or right of whatsoever nature if I/we am/are not selected for implementation of the Project or my/our Application is not opened or rejected.
- 14. I/ We agree and undertake to abide by all the terms and conditions of the EOI document. In witness thereof, I/we submit this Application under and in accordance with the terms of the EOI document.

Yours faithfully,

Date:	(Signature, name and designation of the Authorised Signatory)
Place:	Name and seal of the Applicant Member

# **APPENDIX-I**

# ANNEXURE-I

# Particulars of the Applicant

1.	(a)	Name:
	(b)	Country of incorporation:
	(c)	Address of the corporate headquarters and its branch office(s):
	(d)	Date of incorporation and/ or commencement of business:
2.		description of the Company/Partnership/Sole Proprietor including details of its lines of business and proposed role and responsibilities in this Project:
3.		culars of individual(s) who will serve as the point of contact/ communication for opplicant:
	(a)	Name:
	(b)	Designation:
	(c)	Company/Partnership/Sole Proprietor:
	(d)	Address:
	(e)	Telephone Number:
	(f)	E-Mail Address:
4.	Partic	culars of the Authorised Signatory of the Applicant:
	(a)	Name:
	(b)	Designation:
		Address:
	(d)	Phone Number:
Note:		e also attach certified copy of Memorandum of Association and Article of iation/Partnership deed, in case of Applicant being a Company/Partnership/Sole ietor.
		Yours faithfully,
Date:		(Signature, name and designation of the Authorised Signatory)
Place:		Name and seal of the Applicant Member

# **APPENDIX-I**

# ANNEXURE-II

# Qualifying Experience and Technical Capacity of the Applicant (Task-1 to Task-11)

Task No. (Type of Feeder Services)	Experience in months as on the last date of submission of application	Start Date of Feeder Operations**	Vehicle Type	No. of Vehicles in India	No. of Vehicles in Delhi NCR
(1)	(2)	(3)	(4)	(5)	(6)
TASK 1					
TASK 2					
TASK 3					
TASK 4					
TASK 5					
TASK 6					
TASK 7					
TASK 8					
TASK 9					
TASK 10					
TASK 11					

<sup>\*\*</sup> Date of MoU signing may be provided for new service provider which already entered with MOU/Contract with any organization for the services and in the process of implementation  $\frac{1}{2}$ 

and verif	NO liable as	per
and verif	iable as	per
You	ırs faith	fully,
d Signat ember	ory)	
	d Signat	Yours faith d Signatory) ember

# APPENDIX-I

# ANNEXURE-V

# Preferred Tasks applying for and at preferred stations:

			Whether Applicant has decided to apply (Fill with either Yes or No)									
		1	2	3	4	5	6	7	8	9	10	11
Sl.	Name of the Namo Bharat Station	Task-1	Task-2	Task-3	Task-4	Task-5	Task-6	Task-7	Task-8	Task-9	Task - 10	Task -11
No		Point to point Shuttle bus	Metered/pre- paid taxi services	App based Cab	Auto metered	Auto shared	E- Rickshaw Sharing	Two- Wheeler Taxi	E-Bike/ Scooter Rental	Bicycle Rental	Car Rental	Route based bus service
1	Jungpura (Stabling Yard)											
2	Sarai Kale Khan											
3	New Ashok Nagar											
4	Anand Vihar											
5	Sahibabad											
6	Ghaziabad											
7	Guldhar											
8	Duhai											
9	Duhai Depot											
10	Muradnagar											
11	Modinagar South											
12	Modinagar North											
13	Meerut South											
14	Partapur (Meerut Metro)											
15	Rithani (Meerut Metro)											
16	Shatabdi Nagar											
17	Brahmpuri (Meerut Metro)											

			Whether Applicant has decided to apply (Fill with either Yes or No)									
		1	2	3	4	5	6	7	8	9	10	11
Sl.	Name of the Namo Bharat Station	Task-1	Task-2	Task-3	Task-4	Task-5	Task-6	Task-7	Task-8	Task-9	Task - 10	Task -11
No		Point to point Shuttle bus	Metered/pre- paid taxi services	App based Cab	Auto metered	Auto shared	E- Rickshaw Sharing	Two- Wheeler Taxi	E-Bike/ Scooter Rental	Bicycle Rental	Car Rental	Route based bus service
18	Meerut Central (Meerut Metro)											
19	Bhainsali (Meerut Metro)											
20	BegumPul											
21	MES Colony (Meerut Metro)											
22	Daurli (Meerut Metro)											
23	Meerut North (Meerut Metro)											
24	Modipuram											
25	Modipuram Depot											

# APPENDIX-II

# Power of Attorney for signing of Application

(Refer Clause 2.1.4)

Know all men by these presents, We	and presently residing at dholding the position of
AND we hereby agree to ratify and confirm and do things done or caused to be done by our said Attorn conferred by this Power of Attorney and that all acts in exercise of the powers hereby conferred shall and us.	ney pursuant to and in exercise of the powers , deeds, and things done by our said Attorney
IN WITNESS WHEREOF WE,EXECUTED THIS POWER OF ATTORNEY ON THIS	, THE ABOVE-NAMED PRINCIPAL HAVE S DAY OF 2
	For
	(Signature, name, designation and address)
Witnesses:	
1.	
	(Notarised)
2.	
Accepted	
(Signature)	
(Name, Title, and Address of the Attorney)	

# APPENDIX-IV

# List of Stations (Delhi – Ghaziabad – Meerut Namo Bharat Corridor)

S. No	Name of the Namo Bharat Station						
1.	Jungpura Stabling Yard						
2.	Sarai Kale Khan						
3.	New Ashok Nagar						
4.	Anand Vihar						
5.	Sahibabad						
6.	Ghaziabad						
7.	Guldhar						
8.	Duhai						
9.	Duhai Depot						
10.	Murad Nagar						
11.	Modinagar South						
12.	Modinagar North						
13.	Meerut (South)						
14.	Partapur						
15.	Rithani						
16.	Shatabdi Nagar						
17.	Brahmpuri						
18.	Meerut (Central)						
19.	Bhainsali						
20.	Begum Pul						
21.	MES Colony						
22.	Daurli						
23.	Meerut (North)						
24.	Modipuram						
25.	Modipuram Depot						

#### **APPENDIX-V**

## **MEMORANDUM OF UNDERSTANDING (MOU)**

#### **BETWEEN**

### NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED

#### AND

## {Selected applicant}

This Memorandum of Understanding (MOU) is made and executed at Delhi on the  $\{DD\}^{th}$  day of  $\{Month\}$   $\{Year\}$ ,

### **BETWEEN**

National Capital Region Transport Corporation Limited (CIN - U60200DL2013GOl256716), having its Registered and Corporate office at Gati-Shakti Bhawan, INA, New Delhi – 110023 (hereinafter referred to as the "NCRTC" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns) of the One Part.

### AND

NCRTC and the Service provider shall be collectively referred to as "Parties" and individually as a "Party".

### **WHEREAS:**

- A. NCRTC has decided to undertake Feeder Services through {Selected Applicant} at the {Name of relevant Namo Bharat Stations for which MoU is being signed} Namo Bharat stations of Delhi-Ghaziabad-Meerut Namo Bharat Corridor in accordance with the terms and conditions to be set forth in this MoU.
- B. NCRTC had prescribed the technical and commercial terms and conditions and invited application (through the "Expression of Interest" or the "EOI" dt. dd.mm.yyyy), for providing feeder Connectivity Services at the Station(s).
- C. After evaluation of the application received in accordance with the provisions of the EOI, NCRTC evaluated {Selected Applicant} and issued Letter of Acceptance vide letter no. NCRTC/PLG/LMC/2002/LOA/xx dated dd.mm.yyyy (Hereinafter called the "Letter of Acceptance" or "LOA") to {Selected Applicant}, inter-alia, requiring the Service Provider to execute this MoU on the date as decided mutually by NCRTC and the Service Provider.
- D. The NCRTC and the Service Provider agreed to enter into this MoU for providing feeder Services at the .....{Station Name}....stations of Delhi-Ghaziabad-Meerut Namo Bharat Corridor.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH, THIS MOU WITNESSETH AS FOLLOWS: -

## 1. GENERAL TERMS OF MOU

## 1.1. Definitions

- a) "Applicant" shall mean interested parties who apply in accordance with the provisions of the EOI.
- b) "Feeder Services" shall mean providing service under various awarded category as defined in Table 1: (Modes of Feeder Services) of the EOI dated dd.mm.yyyy through the Service Provider at Station(s) of the Delhi-Ghaziabad-Meerut Namo Bharat Corridor which have been awarded to Service Provider through the Selection Process.
- c) "Namo Bharat" shall mean Namo Bharat System

- d) "Service Provider" shall mean Applicant who gets selected in accordance with the provisions of EOI for providing feeder service(s) at Namo Bharat Station(s) and has unconditionally accepted the LOA.
- e) "Stations" shall mean the stations of the Delhi-Ghaziabad-Meerut Namo Bharat Corridor where NCRTC has decided to undertake Feeder services.

# 2. Objective

## 3. Duration

This Memorandum of Understanding (MoU) shall be in force for a period of 24 months from the date of signing of this MoU subject to extension/curtailment by NCRTC. NCRTC may extend the MoU period, on mutually agreed terms, if the performance of the Service Provider is found satisfactory.

## 4. RESPONSIBILITY OF NCRTC

# 4.1. NCRTC may,

- 4.1.1. assist the Service Provider, for obtaining clearances from concerned authorities.
- 4.1.2. assist the Service Provider, for identification of publicly accessible spaces designated for the pick-up and drop-off of the passengers within the Namo Bharat /Metro Station premises of Delhi Ghaziabad Meerut Namo Bharat Corridor and Metro System in Meerut for providing feeder services.
- 4.1.3. provide schedule of Namo Bharat /Metro operation to the Selected Service Provider for better service.
- 4.1.4. assist the Service Provider, in dealing with incidences of theft and vandalism in the NCRTC premises, including coordination with the Police and other relevant authorities.
- 4.1.5. provide space, subject to availability and its feasibility, on technical and commercials terms decided by NCRTC and/or its legal agents, for parking and movement of feeder service vehicles.
- 4.1.6. In case the vehicles operated for Feeder services to Namo Bharat /Metro stations bear the NCRTC logo with NCRTC's approval, then, based on the Service Provider's request, NCRTC may allow advertisement on the vehicles deployed for Namo Bharat /Metro feeder service on revenue sharing basis. The Service Provider have to share @25% of balance earnings (GST will be payable extra at applicable rates) from advertisement after payment to local authorities (excluding GST). The balance revenue (excluding GST) will be calculated by deducting advertisement payment (excluding GST) made by the Service provider to the local authority from gross advertisement revenues (excluding GST) earned by the Service provider. For clarity purposes, following calculations shall be adopted for calculation of NCRTC 's Revenue share.
  - A- Gross Advertisement Revenue (excluding GST) accrued to the service provider as determined from contract between the service provider and advertisement agency.
  - B- Amount (excluding GST) paid by the service provider to the Local Bodies related to advertisement.
  - C- (A-B) Balance Advertisement Revenue
  - D- NCRTC's Revenue share is 25% of C (GST will be payable extra at applicable rates)
- 4.1.7. permit the Service Provider, at its own discretion, to place limited number of non-

- commercial signages of the size and type approved by NCRTC, within the Stations for sensitizing Namo Bharat /Metro commuters about the availability of Feeder Services.
- 4.1.8. sensitize Namo Bharat /Metro passengers with information on Feeder Services provided by the Service Provider.
- 4.1.9. decide fleet size and route to be operated by the Service provider, other than App based cab/Two-Wheeler aggregators. NCRTC will have right to modify, alter, cancel the Feeder Routes at any point of time during the MOU period other App based cab/Two-Wheeler aggregators.

# 5. RESPONSIBILITY OF SERVICE PROVIDER

- 5.1. The Service Provider shall have following responsibility at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this MoU: -
- 5.1.1. Deploy specified number of vehicles at each Namo Bharat /Metro Station for providing feeder services as mutually decided between NCRTC and the service provider at the time of signing the MoU and operate services as per route operation and deployment plan approved by NCRTC other than App based cab aggregators. For the purpose, the service provider shall provide operation plan to NCRTC.
- 5.1.2. Bear all costs and expenses associated with respect to procurement, deployment, maintenance, technology, operations, manpower resources, insurance etc. to operate, maintain and manage the Feeder Services.
- 5.1.3. Register its fleet used for providing Last Mile Connectivity Services, with the appropriate authority if required as per govt. rules and local laws.
- 5.1.4. Obtain valid fitness certificate/permit for all vehicles used for providing Feeder Services.
- 5.1.5. Ensure that all vehicles, used for providing Feeder Services, are duly approved as per the statutory provisions.
- 5.1.6. Ensure that all drivers to have a valid license issued by the appropriate authority.
- 5.1.7. Obtain police verification with particulars / antecedents duly verified from the Police for all staff, including the drivers of the Service Provider, as required as per govt. rules and local laws.
- 5.1.8. Ensure that photographs of the drivers are always displayed in an appropriate place of the vehicles, as required as per govt. rules and local laws.
- 5.1.9. Ensure that all the staff, including the drivers of the Service Provider, display valid ID Card, wear uniform in prescribed colour with identification name badges always, as required as per govt. rules and local laws.
- 5.1.10. The service providers engaged through this MOU, may be considered, subject to the approval of the competent authority to use the pick-up/drop-off lanes, and holding space, outside the parking areas on free of cost basis, however, it is the responsibility of the service provider to ensure that no over-crowding of the feeder vehicles should occur in the designated space provided for holding and pick/drop areas.

**Table 1: Number of Vehicles to be deployed.** 

					Number of ve	chicles to be	deployed	in Statio	ns¹			
S. No.	Name of the Namo Bharat /Metro Station	Point- to-Point Shuttle Bus Service	Metered/pre- paid taxi services	App-based Cab Aggregators <sup>2</sup>	Metered/Prepaid Auto-Rickshaw Service	3- Wheeler/4- Wheeler Sharing	E- Rickshaw Sharing	Two- Wheeler Taxi Service	Two- Wheeler Rental Service	Bicycle/E- Bicycle Rental Service	Car Rental Service	Route based Bus Service <sup>3</sup>
	Jungpura	1		J			_	,	_	-	10	11
1	(Stabling Yard)	05	10		10	20	30	20	20	10		
2	Sarai Kale Khan	05	10		20	20	30	20	20	25	10	
3	New Ashok Nagar	05	10		20	20	30	20	20	25	10	
4	Anand Vihar	05	10		20	20	30	20	20	25	10	
5	Sahibabad	05	10		20	20	30	20	20	25	10	
6	Ghaziabad	05	10		20	20	30	20	20	25	10	
7	Guldhar	05	10		10	20	30	20	20	10	10	20*
8	Duhai	05	10		10	20	30	20	20	10		20
9	Duhai Depot	05	10		10	20	30	20	20	10		
10	Muradnagar	05	10		20	20	30	20	20	10	5	
11	Modinagar South	05	10		20	20	30	20	20	10	5	
12	Modinagar North	05	10		20	20	30	20	20	10	5	
13	Meerut South	05	10		20	20	30	20	20	25	10	
14	Partapur (Meerut Metro)	05	10		20	20	30	20	20	25	10	
15	Rithani (Meerut Metro)	05	10		20	20	30	20	20	25	10	
16	Shatabdi Nagar	05	10		20	20	30	20	20	25	10	
17	Brahmpuri (Meerut Metro)	05	10		20	20	30	20	20	25	10	
18	Meerut Central (Meerut Metro)	05	10		20	20	30	20	20	25	10	20*
19	Bhainsali (Meerut Metro)	05	10		20	20	30	20	20	25	10	
20	BegumPul	05	10		20	20	30	20	20	25	10	
21	MES Colony	05	10		20	20	30	20	20	25	10	

				]	Number of ve	hicles to be	deployed	in Statio	ns¹			
S. No.	Name of the Namo Bharat /Metro Station	Point- to-Point Shuttle Bus Service	Metered/pre- paid taxi services	App-based Cab Aggregators <sup>2</sup>	Metered/Pre- paid Auto- Rickshaw Service	3- Wheeler/4- Wheeler Sharing	E- Rickshaw Sharing	Two- Wheeler Taxi Service	Two- Wheeler Rental Service	Bicycle/E- Bicycle Rental Service	Car Rental Service	Route based Bus Service <sup>3</sup>
		1	2	3	4	5	6	7	8	9	10	11
	(Meerut Metro)											
22	Daurli (Meerut Metro)	05	10		20	20	30	20	20	25	10	
23	Meerut North (Meerut Metro)	05	10		20	20	30	20	20	25	10	20*
24	Modipuram	05	10		20	20	30	20	20	25	10	20"
25	Modipuram Depot	05	10		20	20	30	20	20	25	10	

## **Note:**

- 1- Meerut Metro will operate between Meerut South & Modipuram and will stop at all 12 stations, while Namo Bharat trains will stop only at Meerut South, Shatabdi Nagar, Begum Pul and Modipuram.
- 2-Tentative minimum numbers for each task feeder service mode is given, however it may be refined in discussion with the selected operators.
- 3-App Based Cab Aggregators shall ensure availability of vehicles on demand at the above stations.
- 4-Minimum 20 electric buses to be deployed for operation in the Namo Bharat feeder routes which may be refined in the MoU with the selected operator.

Other than the App based Cab Aggregators where number of vehicles is not mentioned, the Applicants shall make their own assessment and choose the stations for providing feeder services.

- 5.1.11. Share 25% of balance earnings (excluding GST) on quarterly basis, from advertisement displayed on feeder vehicles bearing NCRTC logo, after payment (excluding GST) to the local authorities. The balance revenue will be calculated as described at Clause 4.1.6 above.
- 5.1.12. For the purpose, the service provider shall share relevant documents with NCRTC as a proof of their earnings from advertisement on their vehicles, wherever applicable.
- 5.1.13. All the payments as mentioned in this MOU, to NCRTC and/or its legally appointed agencies shall be made through any banking payment mode, other than cash, wherever applicable.
- 5.1.14. Operate a helpline or an alternate mechanism to address the grievance/complaint of general public/ Namo Bharat /Metro commuters and ensure that the helpline numbers or the alternate mechanism are displayed on vehicles or available on mobile app or any other appropriate mode of the service provider.
- 5.1.15. Provide, upon written request, in the agreed format, all the complaints/suggestions received from general public/commuters of Namo Bharat /Metro feeder services to the NCRTC.
- 5.1.16. Display the name and telephone number, of the Service Provider, on the vehicles (as required as per govt rules and local laws) other than App based cab aggregators and at an appropriate place in the stations, as mutually agreed with NCRTC.
- 5.1.17. Display route and applicable ticket charges for the journey undertaken on the vehicles at an appropriate place, as per govt rules and local laws.
- 5.1.18. For services operated on fixed routes, comply with any modification/change in the feeder routes decided by NCRTC.
- 5.1.19. May record, daily, data pertaining to vehicle trips and passengers served by the Service Provider.
- 5.1.20. May provide, upon NCRTC's request, the data collected pursuant to above in electronic/physical form.
- 5.1.21. 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 NCRTC from time to time.
- 5.1.22. Comply with all statutory provisions and directions applicable from time to time towards traffic regulation.
- 5.1.23. May appoint a manager for day-to-day management of the activities pertaining to efficient delivery of Feeder Services.
- 5.1.24. Ensure that all the staff, involved in providing Feeder Services, maintain professional conduct and do not get involved in any subversive activities, disruption in normal services and inconvenience and/or harassment to the commuters/general public.
- 5.1.25. For Service Providers other than an app-based cab aggregator, indemnify NCRTC through indemnity bond in the format approved by NCRTC, for any accidents/claims/liabilities/ or statutory requirements at any time arising out of operation of feeder connectivity vehicles or on account of any act/omission/default on the part of the Service Provider or such Service Provider's or its non-compliance

- with the statutory requirements.
- 5.1.26. Feeder vehicles shall be installed with GPS tracking system or have in app GPS wherever applicable as per govt. Rules and local laws.
- 5.1.27. Ensure provision for one Fire extinguisher of applicable type and one First Aid box in feeder vehicles (Not applicable for Bicycles) as required as per govt. Rules and local laws
- 5.1.28. Comply with all applicable rules & regulations on various aspects of operation of feeder services and associated activities.
- 5.1.29. Demand, collect and appropriate fares from the passengers as per the fare regulations of the govt., local laws and industry practices.

### 6. DEPLOYMENT SCHEDULE AND OPERATION PLAN

**6.1.** Service provider (other than in the case of an aggregator) shall deploy as per the approved phased deployment in consultation with NCRTC.

## 7. INDEMNITY

- 7.1. The Service Provider shall indemnify NCRTC through indemnity bond in the format approved by NCRTC, (including its officers, directors, agents, representatives, employees, shareholders, and assignees) for all actual losses (including but not limited to arising from and against all liabilities and claims, suits, demands, damages, litigations, expenses, judgements for injury or death to persons, damage to property, all other costs and liabilities) arising directly from the operation services required to be provided by it under this MoU.
- **7.2.** The Service provider shall indemnify NCRTC through an indemnity bond in the format approved by NCRTC, (including its officers, directors, agents, representatives, employees, shareholders, and assignees) from all actual and direct losses legal and financial liabilities arising out of:
  - I. non-compliance by the Service Provider with the conditions of the applicable Approval and Permits required to be obtained by it to provide its services pursuant to this MOU.
  - II. Users' complaints and Grievances in relation to the services provided by it pursuant to this MOU which impose any liability on NCRTC.
  - III. All claims by customers in relation to the services provided by it pursuant to this MOU which impose any liability on NCRTC. and/or
  - IV. All damages/losses to public property caused by the performance of its services pursuant to this MOU.

# 8. RESTRICTIONS

- **8.1.** The Service Provider shall not use name and logo of NCRTC in feeder vehicles, unless specifically approved by NCRTC based on request from the Service Provider.
- **8.2.** The Service Provider shall not place any advertisement that is offensive to the public or depicts products such as tobacco and alcohol or prohibited by any local authority.

- **8.3.** The Service Provider shall not place any advertisement protruding or extending from the body of the feeder Service vehicles.
- **8.4.** The Service Provider shall not park feeder vehicles at spaces other than designated/identified parking spaces.

### 9. TERMINATION OF MOU

9.1. Either party may terminate this MoU with prior 3 month's written notice to the other party. Without prejudice to the generality of the above, in case, the NCRTC determines that the performance of the Service Provider is not in accordance with the standards as agreed under this MoU, NCRTC may issue a written notice to the Service Provider identifying the issues and shall provide the Service Provider a cure period of at least 15 days. During such period, the Service Provider and NCRTC shall cooperate with each other and make best efforts to modify the operations such that the services meet the standards as agreed under this MOU. If, however, the Service Provider is unable to rectify the issues during such cure period, then NCRTC shall have the right to issue a notice of termination to the Service Provider on account of poor performance in providing agreed services or non-compliance in attending complaints pertaining to the services agreed by it. In case, if the notice of termination is issued by the Service Provider, it shall be liable to provide the feeder Services and abide with the terms and conditions of the MoU during the said notice period.

# 10. Governing law and jurisdiction

This MoU shall be construed and interpreted in accordance with and governed by the laws of India, the courts in New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this MoU.

**Type of Service Allocated** – {Details of Task awarded} Feeder Services for Delhi Ghaziabad – Meerut Namo Bharat Corridor

**Namo Bharat Station Name** – {Name of Namo Bharat Stations for which applicant is selected for providing feeder services}

The parties sign this instrument in the presence of witnesses.

For NCRTC	For {Selected applicant}
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Witness	Witness
Signature:	Signature:
Name:	Name:
Designation:	Designation: