

Maha Mumbai Metro Operation Corporation Limited

E Block BKC, Bandra Kurla Complex, Bandra East, Mumbai400051.

E-mail: mgco@mmmocl.co.in Tel.No:022-35001854

Inviting Bid for allocation of work

The Deployment and Maintenance of Mobile Ticketing Transaction through WhatsApp for Mumbai Metro Line 2A & 7



Introduction

Maha Mumbai Metro Operation Corporation Limited (MMMOCL) invites Bidbid for The Deployment and Maintenance of Mobile Ticketing Transaction through WhatsApp for Mumbai Metro Line 2A & 7 for the period of 1 (one) year.

Document containing the details of qualification criteria, technical qualification criteria, submission requirement, brief objective & scope of work and evaluation criteria etc., can be downloaded from the Maha Mumbai Metro website www.mmmocl.co.in from 28/08/2024 to 05/09/2024.

Only Physical sealed bid will be accepted at MMOCL BKC Office up to 05/09/2024 at 18.00 Hrs. All Bidders s are cautioned that the bid containing any deviation from the contractual terms and conditions, specifications and other requirements and conditional bid will be rejected. If possible, bid shall be opened on 06/09/2024 at 15.00 Hrs. in the presence of Bidders's or their authorized representatives.

For more information, please log on to www.mmmocl.co.in

**Sd/-
Managing Director
MMMOCL**

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1. Letter of Invitation

Sub: Letter of Invitation (LOI) for ‘Bid from interested entities for The Deployment and Maintenance of Mobile Ticketing Transaction through WhatsApp for Mumbai Metro Line 2A & 7 for the period of 1 (one) year’

Dear Sir / Madam,

Maha Mumbai Metro Operation Corporation Limited (MMMOCL), a Government of Maharashtra Public Sector Undertaking (PSU), is in charge of operating and maintenance of the 20 km Mumbai Monorail comprising of 17 fully elevated stations

The purpose of this invitation is to select bidder to provide The Deployment and Maintenance of Mobile Ticketing Transaction through WhatsApp for Mumbai Metro Line 2A & 7 for the period of 1 (one) year. The eligibility criteria, commercial terms and other provisions have been detailed out under various sections of this document. MMOCL shall evaluate all bids received and award the License to the eligible Bidding Entity as per the outcome of MMOCL bid evaluation detailed in this document.

The RFP document shall be available for download on registration at the specified web portal.

Sd/-
Managing Director
MMMOCL
Place: Mumbai

2. Purpose of the inviting the Bid

The purpose of inviting Bid is to enable MMMOCL to select a System Integrator to deploy and maintain the Mobile Ticketing Transaction through WhatsApp for Mumbai Metro Line 2A & 7. The requirements mentioned in these documents may change during the execution period, based on the interaction among MMMOCL and System Integrator, and all the changes have to be recorded and submitted to Managing Director for approval, System Integrator will be responsible for gathering and documenting these changes. The Bid is not an offer by MMMOCL but an invitation to receive Bid response from eligible and interested System Integrators in respect of the above-mentioned project.

This Bid called by MMMOCL to short-list potential Bidders and is intended to award the work for the Deployment and Maintenance of Mobile Ticketing Transaction through WhatsApp for Mumbai Metro Line 2A & 7.

Sl. No	Items	Descriptions
1	Project Title	The Deployment and Maintenance of Mobile Ticketing Transaction through WhatsApp for Mumbai Metro Line 2A & 7
2	Project Initiator/Bid Issuer Details	Maha Mumbai Metro Operation Corporation Ltd (MMMOCL), Mumbai
3	Address for the purpose of communications	NaMMTRI Budling E Block BKC, Bandra Kurla Complex, Bandra East, Mumbai – 400 051
4	Correspondence to	Managing Director – MMMOCL NaMMTRI Budling E Block BKC, Bandra Kurla Complex, Bandra East, Mumbai – 400 051
5	Official Website	https://www.mmmoocl.co.in
6	Bid Processing fees	Rs 10,000 (Ten Thousand) Only
7	Bank Guarantee	Rs 70,000/-
8	Duration of Contract	1 Year from Start date of Commercial Operation of WhatsApp Ticketing

3. TENTATIVE CALENDAR OF EVENTS

The following table enlists important milestones and timelines for completion of BID activities:

Release Date of Inviting Bid	28/08/2024
Start date for Submission of Bid	28/08/2024
Last date for Submission of Bid	05/09/2024 till 18:00 hrs
Opening of Bid	06/09/2024 at 15.00 hrs
Declaration of short-listed Bidders	As per procedure.

4. AVAILABILITY OF THE BID DOCUMENTS

Bid document can be downloaded from the MMMOCL Website www.mmmoocl.co.in The bidders are expected to examine all instructions, forms, terms, project requirements and other details in this document. Failure to furnish complete information as mentioned in the Bid documents or submission of a proposal not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

5. BIDDING TERMS

5.1 Conditions Under Which This BID Is Issued:

- a) This Bid is not an offer and is issued with no commitment.
- b) MMMOCL reserves the right to withdraw this invitation of Bid if MMMOCL determines that such action is in the best interest of MMMOCL.
- c) Bidder quoting the lowest Financial Bid for above work shall normally be declared as the selected bidder for the award the work for 1 year.
- d) MMMOCL reserves the right to not award the work for the lowest bidder as decided by the bid evaluation committee.
- e) In case of a tie where more than one Bidding Entity quotes the same value, the Bidding Entity which has higher Average Annual Turnover over the last 3 years shall be declared as the Selected Bidder.

- f) The Authority reserves the right to reject any / all bids and / or annul this invitation at any time for whatsoever reason.
- g) Timing and sequence of events resulting from this Bid shall ultimately be determined by MMMOCL.
- h) All communication between MMMOCL and Bidders shall be in writing and, either from official email IDs of employee, official, representative or agent of MMMOCL, or on letterhead of MMMOCL. Similarly, applicants shall also communicate to such official email IDs. MMMOCL shall not be bound by any informal discussion, understanding or arrangement that may have been orally or otherwise agreed between any employee, official, representative or agent of MMMOCL and any Bidders. For removal of doubts, no terms or conditions of this Bid shall be deemed to have been modified by such informal discussion, understanding or arrangement.
- i) Neither the Bidder nor any of the Bidder representatives shall have any claims whatsoever against MMMOCL or any of their respective officials, agents, or employees arising out of, or relating to this Bid or these procedures, other than those arising under a definitive service agreement with the Bidders in accordance with the terms thereof.
- j) Bidders who are found to canvass, influence or attempt to influence, in any manner, the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

5.2 RIGHTS TO THE CONTENT OF THE PROPOSAL

For all the Bid's received before the last date and time of Bid submission, the proposals and accompanying documentation of the Qualification and financial proposal will become the property of MMMOCL and will not be returned after opening of the Technical and financial qualification proposals. MMMOCL is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the Bidders. MMMOCL shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

5.3 ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all sections of this Bid, including all forms, schedules and annexure hereto, document has fully informed itself as to all existing conditions and limitations.

6. Qualification Criteria

SL. No	Pre-qualification Criteria	Supporting Compliance document
1	The Bidders shall be a company, which is incorporated in India under the Companies Act, 1956 or under the Companies Act, 2013, and is engaged in Financial Technology Software and Services domain.	Copy of Certificate of Incorporation together with Memorandum and Articles of Association
2	Where applicant Bidders is a start-up registered with DPIIT	Certified true copy of registration with DPIIT.
3	PAN Card and GST Registration Certificate	Certified true copy of PAN Card and GST Registration Certificate
4	The Bidders should not be blacklisted by Central Government or any State Government or any Local Authority or any corporation or undertaking thereof.	Declaration made by Bidders on stamp paper of INR 500/-.
5	The Bidder is a company that is carrying on business activity in Financial Technology Software and Services domain since the last 3 Year	Confirmation on the letterhead of Bidders, duly supported with Financial Statements of the first year in which such activity was commenced.
6	Applicant has similar solutions in operation with Mass Public Transport Organisations with Average 1 Million digital Ticketing transaction per month in total, from all projects. Monthly average will be taken for last 6 month(1-feb-2024 to 31-July-2024).	Confirmation on the letterhead of Authority, duly certified by respective competent Authority.

7	<p>Minimum average annual turnover of Rs. 1.5 Crore in the preceding three financial years ie FY 2020-21, FY 2021-22, FY 2022-2023 Or FY 2021-22, FY 2022-23, FY 2023-2024</p>	<p>Audited financial statements for preceding three financial years FY 2020-21, FY 2021-22, FY 2022-2023 Or FY 2021-22, FY 2022-23, FY 2023-2024</p> <p>“Turnover” shall mean Gross Revenue from businesses of the Bidding Entity</p> <p>Bidding Entity shall produce Statutory Auditor / reputed Chartered Accountant certificate for the above in the prescribed format</p>
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Notes:

- (a) Bidder quoting the Lowest Financial Bid for the described work shall normally be declared as the selected bidder for the award..
- (b) Authority reserves the right to not award the work to the lowest bidder as decided by the bid evaluation committee.
- (c) In case of a tie where more than one Bidding Entity quotes the same value, the Bidding Entity which has higher Average Annual Turnover over the last 3 years shall be declared as the Selected Bidder.
- (d) The Authority reserves the right to reject any / all bids and / or annul bid process at any time for whatsoever reason.
- (e) After the end of 3 months from the date of the commercial launch of the solution, MMMOCL will review the solution as per the requirements mentioned in this Bid. If MMMOCL does not find the solution to satisfy such requirements, then contract can be terminated by giving 1 Month Notice.

7. Key Commercial Terms

Clause No.	Key Terms	Description
7.1	Contract Type	Contract Agreement between (MMMOCL) and (Selected Bidder)
7.2	Contract Period	1 (One) Years; i.e. Commencement Date of 1 (One) Years Period shall start from the expiry of 30 days Pre-commencement period or Actual start of commercial operations, whichever is earlier.
7.3	Notice Period	6 (six) months' notices for termination by Selected Bidder.
7.4	Pre-Commencement Period	30 (Thirty) days from signing of the Contract Agreement, Any Fee is not payable for such period. This period shall be used by the Selected Bidder strictly for Implementation and setting up operations; no commercial operations shall be allowed in this period.
7.5	Commencement Date of Contract Period	Contract Period shall start from the expiry of 30 days of Pre-Commencement Period or Actual start of commercial operations, whichever is earlier.
7.6	Costs Involved	The Selected Bidding Entity shall be required to incur all the costs during the Contract Term: MMMOCL only be liable to pay amount as per payment terms mentioned in this document.
7.7	Payment Terms	<p>1. Payment Cycle</p> <ul style="list-style-type: none"> The payment cycle will be on a monthly basis. Services provided by the bidder during each month (e.g., from 1st January 2024 to 31st January 2024) will be invoiced by the 5th of the following month (e.g., 5th February 2024). <p>2. Invoicing Requirements</p> <ul style="list-style-type: none"> The bidder shall submit an invoice detailing: <ul style="list-style-type: none"> The total number of transactions processed during the billing period. The calculated total cost per transaction. The prorated annual cost for the respective month. The invoice should be sent by the 5th of the month following the service period. <p>3. Payment Calculation</p> <ul style="list-style-type: none"> The payment for each month will be determined by comparing the following two amounts: <ol style="list-style-type: none"> Monthly Prorated Annual Cost: This is calculated as Annual Cost (including all taxes)/12

Clause No.	Key Terms	Description
		<p>2. Total Cost Per Transaction: This is calculated as Number of Transactions in the Month × Cost Per Transaction (including all taxes)</p> <ul style="list-style-type: none"> The bidder will be paid whichever is less between the monthly prorated annual cost and the total cost per transaction. <p>4. Payment Due Date</p> <ul style="list-style-type: none"> Payments will be made within 30 days from the date of receipt of the invoice, subject to verification and approval of the services rendered. <p>5. No Interest or Penalty on Delayed Payments</p> <ul style="list-style-type: none"> In the event of any delay in payment beyond the 30-day period, the client will not be liable to pay any interest or penalty.
7.8	Security Deposit	<p>Interest Free Security Deposit (SD) to be furnished by the Selected bidder prior to the execution of the Contract Agreement.</p> <p>The performance security will be returned after completion of contract period, subject to all the settlement and due procedure is completed.</p> <p>Security Deposit amount shall be Rs. 70,000/-.</p> <p>In case Selected Bidder submitting security deposit in form of a Bank Guarantee in SFMS Mode the validity of SD shall be 18 months. In case Selected bidders submitting the SD through DD or Bankers cheques then MMMOCL will encash the same immediately.</p> <p>The Authority has the right to invoke the SD in case of selected bidder violates the terms and condition specified by MMMCOL in this contract and communicated during the contract period from time to time .</p>
7.9	Bid Parameter	Lowest Annual Cost of service Including all taxes (in Rs) quoted
7.10	Bid Evaluation	<p>Technical Proposals shall be evaluated basis the documents submitted by the Bidding Entities towards Technical Eligibility Criteria as specified in this document. Financial Bids of technically qualified Bidding Entities shall be opened</p> <p>Sole Bid Parameter for Financial Bid shall be Lowest Annual Cost of service Including all taxes (in Rs) quoted.</p>

Clause No.	Key Terms	Description
		<p>Financial Bid should be submitted both figures and words, in Indian Rupees; in the event of any difference between figures and words, the amount indicated in words shall prevail.</p> <p>In case of a tie where more than one Bidding Entity quotes the same value, the Bidding Entity which has higher Average Annual Turnover over the last 3 years (provided as per CA certificate) shall be declared as the Selected Bidder.</p> <p>The Authority reserves the right to reject any / all bids and / or annul this RFP at any time for whatsoever reason.</p>
7.11	Bid Award	<p>Authority shall issue a Letter of Award (LoA) to the Selected Bidder at the earliest.</p> <p>The Selected Bidder is required to give its Acceptance to the LoA within 1 week of receipt of the LoA.</p> <p>The Selected Bidder is required to furnish the Performance Security within 30 days of issuance of LoA.</p> <p>The Selected Bidder is required to execute the Contract Agreement within 30 days of issuance of LoA.</p>

8. Detailed Scope of Work

8.1 Introduction to The Deployment and Maintenance of Mobile Ticketing Transaction through WhatsApp for Mumbai Metro Line 2A & 7

To implement holistic Ticketing Transaction Processing via through WhatsApp for Mumbai Metro Line 2A & 7.

8.2 Objectives

The System Integrator shall prepare a Blueprint document that serves the following objectives:

- 8.2.1. To provide an easy adoption of digital tickets / passes on WhatsApp.
- 8.2.2. To enable cashless/digital ticketing and payment other related services in metro rail services on WhatsApp.
- 8.2.3. To leverage technology to improve customer experience.
- 8.2.4. To provide seamless digital / paperless ticketing services which can be generated via enterprise social channels and or TOM counters, Kiosks and other such ticketing media.
- 8.2.5. To empower the commuter towards self-reliance in purchasing services from MMMOCL.
- 8.2.6. To equip the organization to access and analyze clean and real time data seamlessly for initiating and monitoring business strategy interventions.

8.3 Strategies

- 8.3.1. Provide a web-based solution, compatible across various devices.
- 8.3.2. Integration of payment gateway services for all modes of payments like Credit/Debit Cards, UPI, QR Code, Wallet, etc.
- 8.3.3. Support the passengers in decision making by providing real time information and other data.
- 8.3.4. Integration of enterprise channels such as WhatsApp, Google RSC, SMS, Google Wallet, Google Maps and so on.
- 8.3.5. Leverage programmatic advertising as an additional revenue stream.

8.4 Functional Scope.

8.4.1. Overview

MMMOCL is seeking a robust and customer-friendly solution for online transactions related to its mass rapid transit services. This solution will feature a web platform that facilitates convenient booking functionality for MMOCL customers, accessible through various enterprise social channels i.e., WhatsApp. Passengers will have the capability to book and manage digital tickets, and passes via secure cashless transactions using multiple payment methods. MMOCL will supply all requisite fare and schedule data to ensure seamless operation.

The Bidders must provide:

- a) All types of transaction processing (for tickets, passes, etc)
- b) A Web based dashboard for MMOCL.
- c) APIs for integrations with TOM / AFC / Backend services.
- d) Testing / UAT environments for internal testing.
- e) Web-based Solutions
- f) Web portal allowing customers to book from anywhere anytime
- g) Integrations with enterprise social channels like WhatsApp, Google RCS, SMS, Google Maps, Google Wallet, and so on for booking convenience.
- h) Integrations with payment gateway providers to facilitate cashless payments across all modes like Credit/Debit Cards, UPI, QR Code and Wallet.
- i) Integration with AFC for validation of tickets / passes booked.
- j) Integration with TOM, Kiosks and other such media for delivery of tickets / passes.
- k) Ability to showcase programmatic advertisements across all available mediums.

Note: - Bidder to provide payment gateway for transaction at their own cost. No charges will be payable by MMOCL for Payment gateway.

- i. The web platform should function on all available browsers such as Google Chrome, Safari, Edge, Opera, etc
- ii. The web platform should contain all the facilities related to booking/cancellation of MMOCL services, if supported by the business.
- iii. The web platform should be accessible from enterprise social channels such as WhatsApp, Google RCS, SMS, etc.
- iv. Transaction Processing Solution shall be provided for all available routes.

- v. Passengers should be able to purchase both, single and return journey tickets, and issuing various types of period-based digital passes such as one day, weekly, monthly, tourist, student concession passes and others as permitted by MMMOCL.
- vi. The mobile ticket/pass must withstand digital authentication through QR / NFC and or other mediums in the future.
- vii. The platform shall have the capability to store preferred routes, source and destination stations etc to allow quick booking of tickets for frequent travellers.
- viii. Real-time data synchronization and updates.
- ix. Delivery of tickets and passes through enterprise social channels such as WhatsApp, Google RCS, SMS, Google Wallet, etc.
- x. Facility of cashless payment through Credit/Debit Cards, UPI, QR Code and Wallet.
- xi. Reconciliation dashboard to view transactions based on issue date or journey date.
- xii. Bidders must be able to host programmatic advertisements on all web platforms operated by MMMOCL to provide an additional revenue stream.
- xiii. Provide training and help guides to operational staff for helping customers use the platform.
- xiv. The Selected Bidders may choose to innovate and introduce new schemes / packages for customers, in close coordination and with the approval of MMMOCL, for the benefit of the travelling public.
- xv. Points to be noted:
 - a) Automatic or Manual refund option in dashboard for undelivered tickets.
 - b) User should have option to choose language of his preferences i.e., English, Hindi & Marathi.
 - c) Design of GUI to be finalised by approval of Client.
 - d) All input parameters/business rule should be configurable for future changes.
 - e) Any upgradation in terms of extension of line, stations and equipment's shall be supported.
 - f) Integration with MMRDA's/ MMMOCL ITS banking partner's payment gateway infrastructure. However, if any time in future this is not feasible, bidder will have to provide payment gateway services for the platform without any additional charges.

- g) Providing transaction clearing, reconciliation of accounts and assistance in money settlement functions for all PTOs/Private transport aggregators whose ticketing has been done through this platform.
- h) The system shall be able to handle sudden rise of transactions and shall be auto scalable.

8.4.2. General Requirements for the Booking Platform

- a) The Bidders shall be responsible for the development, deployment, and maintenance of the web booking platform.
- b) The booking platform page must be compliant and functional across web browsers.
- c) The Bidders shall make sure all relevant business logics for facilitating ticketing and pass issuance are maintained and updated on the booking platform page.
- d) Security of booking pages/links to be maintained with industry best practices at all times.
- e) e-Tickets/passes shall be secure and unique.
- f) The Selected Bidders shall provide inputs to MMMOCL to enable MMMOCL to promote paperless and cashless travel to maximize adoption of e-tickets/passes by its customers.

8.4.3. SLA for Mobile Tickets and Mobile Passes

Definition	Availability of transaction services.
SLA	The average availability of transaction services should be at least 99% (ninety nine percent) in a calendar month.
SLA Measurement	Availability of Transaction Services = (Transaction Failure Incidents / Total Transactions Attempted) x 100%

8.4.4. Web Dashboard and Reporting

The web-based dashboard would facilitate the following:

- a) Unified portal to access all ticketing/transactional information.
- b) To have separate reports for Payment reconciliation (ie from the Payment Gateway to MMMOCL Bank accounts)
- c) MIS reports based on the Routes /Category of Tickets and passes.
- d) Shall provide necessary dashboards and reports as detailed in the subsequent sections of this BID.

- e) The web portal should have secure and authenticated using the username and password.
The admin staff should be able to view reports of digital ticketing, passes and validations.
- f) The web portal would be available on the commonly used Browsers so that staff can easily access the data.
- g) Analytical reports for the ticketing and improving the services by showing the commuters on major routes / peak times/ certain events etc.

9. Formats

Format 1

APPLICANT'S SUBMISSION LETTER

To,

Managing Director
Maha Mumbai Metro
Operation Corporation
Limited

Sub: Submission of Expression of Interest for The Deployment and Maintenance of Mobile Ticketing Transaction through WhatsApp for Mumbai Metro Line 2A & 7

In response to the Invitation for bid document published on 28/08/2024 for the abovementioned purposes, we hereby express our interest to develop and implement the solution as per the requirements of MMMOCL.

As instructed, we are submitting 2 sets of BID in sealed envelopes.






Sincerely

Signature

[Designation]
[___ Limited]

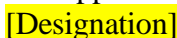
Date:

Place:

S. No	Relevant Particulars of Company	
1.	Name of Company	
2.	Principal business activities	
3.	Type of Company [Private Limited or Limited]	
4.	If the Bidders has been blacklisted at any time in the past by Central Government or any State Government or any Local Authority or any corporation or undertaking thereof, then provide the relevant details together with the period of such blacklisting.	Enclose all relevant documents
5.	Address of registered office, head office (if different from registered office), operating office (if different from registered/head office), and telephone no.	
6.	Name, designation, and contact particulars of Person who will lead the proposed project to provide the solution to MMMOCL.	

Signature of the applicant

Full name of the applicant

 [Designation]

Stamp & Date

Declaration on blacklisting

(Format of Declaration to be made by Bidders on Stamp Paper of INR 500)

To,

Managing Director
MMMOCL
Mumbai

Ref: Notification no <xxxx> dated <dd/mm/yy>

Subject: Declaration on blacklisting in connection with the **bid document for** The Deployment and Maintenance of Mobile Ticketing Transaction through WhatsApp for Mumbai Metro Line 2A & 7

We, Ltd., hereby confirm that we have never been blacklisted by Central Government or any State Government or any Local Authority or any corporation or undertaking thereof on any ground.

Place:

Date:

Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

on letter head of statutory auditor >
TO WHOMSOEVER IT MAY CONCERN

We, <name of the CA firm>, are statutory auditors of <name of firm>. This is to certify that the turnover and Networth of <name of firm> is as follows –

Financial Year	Figures in Rs Cr
FY 2020-21 Gross Revenue	
FY 2021-22 Gross Revenue	
FY 2022-23 Gross Revenue	
Average of the above 3 years	
Net Worth as of 31-Mar-2023	

For,
Chartered Accountants
Membership Number
Authorized Signatory:
Date:

Note:

Figures in Rs Cr to be shown with two decimal points

Draft Contract Agreement

This Agreement is made on the Date _____ 2024 and made effective from the date of signing by and between

“Name of firm” hence to be called as (“**Name of Agency**”) a Company incorporated under the Indian Companies Act 2013 with its registered office at Address of the participating organisation.

and

“Maha Mumbai Metro Operation Corporation Limited” hence to be called as (“**MMMOCL**”) a corporation with its registered office at _____

“Name of firm” and **MMMOCL** shall be individually known as a “Party” and together as the “Parties”.

Scope of the Agreement:

MMMOCL:

1. Need to be filled

(“Name of Agency”):

1. Implement online pass system of MMOCL through (“Name of Agency”) Application to enable users to purchase passes digitally.
2. Implement online ticketing system of MMOCL through (“Name of Agency”) Application to enable users to purchase tickets digitally.
3. Reconciliation Dashboard for ticket/pass transactions

Engagement Period:

The above solutions will be deployed for a minimum of 1 years.

Representation and Warranties:**Each of the Parties represents and warrant to the other Party:**

- a) That it has all requisite power and authority to enter into and perform its obligations under this Agreement.
- b) That it has taken all necessary actions to authorize the execution, delivery and performance of this Agreement, and to perform its obligations under this Agreement;
- c) That this Agreement does not and will not conflict with any of the Party's existing contracts with any other Party; and
- d) That it will perform all its obligations in accordance with the applicable laws and in terms of this Agreement.

Confidentiality

Confidential Information" means all data and information of a confidential nature, including but not limited to licenses, patents, rights and trade secrets, inventions, disclosures, processes, ideas, systems, methods, formulae, devices, trademarks, intellectual properties, instruments, know how, improvements, materials, products, patterns, compilations, data, techniques, sequences, designs, research or development activities, specifications, computer programs, source and object codes, mask works, works of authorship, prices or other financial data, marketing plans, budgets, opportunities, financial statements relating to the business, products, policies and projects or services of either of the Parties. All Confidential Information that is made known by a Party ("Disclosing Party") to the other Party ("Receiving Party") during the term of this Agreement shall be received in confidence by the Receiving Party. The Receiving Party shall maintain the Confidential Information by storing it in the same manner as it stores its own information. The Receiving Party shall not disclose or share the Confidential Information to any person without the prior written consent of the Disclosing Party. Receiving Party may disclose such information to its employees on a strictly need-to-know basis, who are bound by similar terms. All derivatives of Confidential Information shall qualify as Confidential Information.

The obligations of each Party in relation to Confidential Information shall not relate to such information which:

- a) is generally known or available other than by any act or omission of the other Party;
- b) was rightfully known prior to the time of first disclosure to the other Party; and
- c) was rightfully obtained without restriction from a third party, who has the right to make such disclosure and without breach of any duty of confidentiality.

Intellectual Property Rights

“Intellectual Property Right” means any and all patents, copyrights, trade secret rights, trade mark rights, design rights, and other proprietary or similar rights in intellectual property, existing now or in the future, including the rights to secure registrations, renewals and extensions thereof. All the Intellectual Property Rights of either Party in existence on the Effective Date shall remain the property of its respective owner. Neither Party shall use or display the logos, trademarks etc. of the other Party in any advertisement, press etc. without the prior written consent of the other Party. Each Party represents that it is the sole and exclusive owner of its respective Intellectual Property Rights and have and shall have full and sufficient rights to grant to the other Party, the right to use and permit the use of its Intellectual Property Right for the purposes set out herein. However, the mere permission for usage of the Intellectual Property Right by one Party to the other Party shall not, in any way, be deemed to vest the other Party with any right or interest in the Intellectual Property Right of the other. Any usage of the Intellectual Property Right by one Party of the other Party shall only be for the purpose of this Agreement and shall be temporary, non-assignable and non- transferrable.

Governing Law and Dispute Resolution:

- i) Except where otherwise specified in the License Agreement and subject to the powers delegated to him / her by the Authority in force, the decision of Director (Finance) shall be final, conclusive and binding on all Parties to the License for all questions relating to the meaning and interpretation of the License conditions or regarding any other question, claim, right, matter or things whatsoever arising out of or relating to the License.
- j) If the Licensee is not satisfied with the order passed by Director (Finance) as aforesaid, the Licensee may within 30 days of receipt by him / her of any such order, appeal against it to the Managing Director (MD) of the Authority who, if convinced that prima facie the Licensee’s claim rejected by Director (Finance) is not frivolous and that there is some substance in the claim of the Licensee and would merit a detailed examination through a suitable committee appointed for the purpose by the MD if necessary and in that case, decision taken by the committee shall be finalized by the Authority and same shall be binding to the Licensee.
- k) If the Licensee is still not satisfied with the resolution, then legal action may be initiated where courts of Mumbai shall have the exclusive jurisdiction.

Limited Liability

To the fullest extent permitted by applicable law neither Party (or their respective affiliates) shall be liable for any special, indirect, consequential, or incidental damages (including but not limited to damages for loss of business profits, loss of revenue, business interruption, loss of business information, and the like) howsoever arising even if such party has been advised of the possibility of such damages.

Term and Timelines

This Agreement will come into effect as on the Effective Date of the Agreement and the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of five (5) years from the date such date of expiration or termination.

Prevention of Corruption Neither of the Parties or its representatives shall not accept or agree to accept any commission, gift, share of profit or any other favour, whether in cash or in kind, related to this Agreement.

Assignment

Neither Party shall assign their rights or obligations under this Agreement without the prior written consent of the other Party.

Amendments

Any amendments to this Agreement shall be mutually agreed to in writing by the Parties, through their authorized signatories.

Waiver

No failure of delay of any Party in exercising any right, power or remedy provided by this Agreement shall operate as a waiver of such right, power or remedy and a single or partial exercise of any right, power or remedy provided by this Agreement shall not preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy provided by this Agreement. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

RETURN OF INFORMATION AND ANNOUNCEMENTS

1. At the request of the Disclosing Party, the Recipient shall promptly:
 - (i) destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;
 - (ii) erase all the Disclosing Party's Confidential Information from its computer systems; and
 - (iii) certify in writing to the Disclosing Party that it has complied with the requirements of this clause, provided that a Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this Agreement. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Recipient.
- a) If the Recipient develops or uses a product or a process which, in the reasonable opinion of the Disclosing Party, might have involved the use of any of the Disclosing Party's Confidential Information, the Recipient shall, at the written request of the Disclosing Party, supply to the Disclosing Party information reasonably necessary to establish that the Disclosing Party's Confidential Information has or has not been used or disclosed in order to develop or use that product or process.
- b) The Recipient shall not make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the Disclosing Party except as required by law or any governmental or regulatory authority (including, without limitation, any relevant stock exchange), or by any court or other authority of competent jurisdiction.

RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

- (iv) The Disclosing Party reserves all rights in its Confidential Information. No rights in respect of the Disclosing Party's Confidential Information are granted to the Recipient and no obligations are imposed on the Disclosing Party other than those expressly stated in this Agreement. In particular, nothing in this Agreement shall be construed or implied as obliging the Disclosing Party to disclose any specific type of information under this Agreement, whether Confidential Information or not.
- (v) Except as expressly stated in this Agreement, the Disclosing Party does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.
- (vi) The disclosure of Confidential Information by the Disclosing Party shall not form any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further agreement in relation to the Purpose or the development or supply of any product or service to which the Confidential Information relates.
- (vii) The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement.

INDEMNITY

The Recipient shall indemnify and keep fully indemnified the Disclosing Party and its Group at all times against all liabilities, costs (including legal costs), expenses, damages and losses suffered or incurred by the Disclosing Party and/or its Group arising from any breach of this agreement by the Recipient and from the actions or omissions of any Representative.

NO PARTNERSHIP

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

THIRD PARTY RIGHTS

This agreement is made for the benefit of the Parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else who is not a party to this agreement.

This agreement is made for the benefit of the Disclosing Party and its Group from time to time, and any entity in the Disclosing Party's Group may enforce this agreement as if they were the Disclosing Party and a party to this agreement.

The Parties may terminate, rescind, or vary this agreement without the consent of any person who is not a party to this Agreement.

GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of India.

The Parties irrevocably agree that the courts of Bangalore shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject-matter or formation (including non-contractual disputes or claims).

Entire AGREEMENT and Severability

This AGREEMENT shall constitute the entire understanding between the Parties and shall supersede all previous understandings and AGREEMENT whether in writing or in oral in relation to this subject matter. If any provision of this AGREEMENT is invalid or unenforceable under any statute or rule of law, the provision shall to that extent be deemed omitted, and the remaining provisions shall not be affected in any way. The Parties shall negotiate in good faith to replace the invalid or unenforceable provision so far as is practicably possible to give effect to the intentions of the Parties had the original provision not been removed.

Termination

Either Party shall have the right to terminate this Engagement Letter by giving the other party prior notice of 1 (one) month in writing. In case of termination of this AGREEMENT, all the unfinished jobs / assignments which have reached a material stage shall be completed by the terminating party as may be mutually decided.

Counterparts

This AGREEMENT may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

For **Name of Agency Limited**

For **Maha Mumbai Metro Operation Corporation**

Name:----

Name:

Designation: -----

Designation

WITNESS: 1.

2.

Affidavit on Non-Judicial Stamp Paper Rs.500/-

I.....age.....Address.....

(Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm...../authorized signatory and I am submitting the documents in envelope No.1 for the purpose of scrutiny of the bid document. I hereby agree to the conditions mentioned below:-

1. I am liable for action under Indian Penal Code for submission of any false /fraudulent paper/information submitted in envelope No.1.
2. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
- 3.I am liable for action under Indian Penal Code if any paper are found false/fraudulent during contract period and even after the completion of contract (Finalization of final bill)

(Signature of Contractor)

(Seal of Company)

Confidentiality and Non-Disclosure Agreement

This confidentiality and non-disclosure agreement (“**Agreement**”) is entered into on _____ at Mumbai, **BY AND BETWEEN**:

_____, Maha Mumbai Metro Operation Corporation Limited, a corporation established under the provision of the Bombay Provincial Municipal Corporation Act 1949, having its office at E Block BKC, Bandra Kurla Complex, Bandra East, Mumbai – 400 051, (hereinafter referred to as the “**Disclosing Party**”, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include all its successors and assigns) of the **ONE PART**;

AND

Name of Agency, a company duly incorporated under the Companies Act, 1956, and having its registered office at (Address) (hereinafter referred to as “**Recipient**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the

OTHER PART.

Disclosing Party and **Recipient** are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”, as the context may require.

WHEREAS:

- A. With respect to the Purpose (as defined below), the Disclosing Party wishes to disclose to the Recipient and wishes to ensure that the Recipient maintains the confidentiality of the Disclosing Party’s Confidential Information.
- B. In consideration of the benefits that may incur to the Parties pursuant to disclosing and receiving the Confidential Information, the Parties have agreed to enter into this Agreement for the purpose of recording the terms and conditions for the use and disclosure of Confidential Information.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement, the following terms, to the extent not inconsistent with the context thereof, shall have the meanings assigned to them herein below:

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday) when the banks in Mumbai are open for business.

“**Confidential Information**” means any information (however recorded or preserved)

disclosed or made available, directly or indirectly, by the Disclosing Party or its employees, officers, representatives or advisers to the Recipient and its Representatives which shall include, but not be limited to:

- (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (ii) plans for products or services, and customer or supplier lists;
- (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets;
- (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Recipient acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets;
- (vi) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
- (vii) any information that would be regarded as confidential by a reasonable business person relating to: (a) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party or of the Disclosing Party's Group, and (b) the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party or of the Disclosing Party's Group; and
- (viii) any information or analysis derived from the Confidential Information; but does not include any information that:
 - (a) is or becomes generally available to the public (other than as a result of its disclosure by the Recipient or its representatives in breach of this Agreement), (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or
 - (b) Was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party as evidenced by written records; or
 - (c) The Parties agree in writing is not confidential or may be disclosed.

“Group” in relation to a company means, that company, each and any Subsidiary or Holding Company from time to time of that company, and each and any Subsidiary of a Holding Company of that Company.

“Holding Company” has the meaning ascribed to it under the Companies Act, 2013, as amended from time to time.

“**Subsidiary**” has the meaning ascribed to it under the Companies Act, 2013, as amended from time to time.

“**Purpose**” means evaluation and/or feasibility of a business relationship / partnership, and the consummation of a transaction, as the case may be.

“**Representatives**” means the employees, agents and other representatives of the Recipient.

1.2 Interpretation. Except where the context requires otherwise, this Agreement shall be interpreted as follows:

- (i) In addition to the above definitions, certain terms may be defined in the Recitals or elsewhere in this Agreement and wherever such terms are used in this Agreement, they shall have the meaning so assigned to them.
- (ii) All references in this Agreement to statutory provisions shall be statutory provisions for the time being in force and shall be construed as including references to any statutory modifications, consolidation or re-enactment (whether before or after the date of execution of this Agreement) for the time being in force and all statutory rules, regulations and orders made pursuant to a statutory provision.
- (iii) Words denoting singular shall include the plural and *vice versa*. Words denoting any gender shall include all genders unless the context otherwise requires.
- (iv) References to Recitals, Clauses or Annexure are, unless the context otherwise requires, references to recitals, clauses or annexure to this Agreement.
- (v) Any reference to “writing” shall include printing, typing, lithography and other means of reproducing words in permanent visible form.
- (vi) The terms “include” and “including” shall mean “include without limitation”.
- (vii) The headings, sub-headings, titles, subtitles to Clauses, sub-Clauses and paragraphs are for information only, shall not form part of the operative provisions of this Agreement or the Annexure and shall be ignored in construing the same.

2. OBLIGATIONS OF THE RECIPIENT

2.1 The Recipient shall keep the Disclosing Party’s Confidential Information confidential and, except with the prior written consent of the Disclosing Party:

- (i) not use or exploit the Confidential Information in any way except for the Purpose; or
- (ii) not disclose or make available the Confidential Information in whole or in part to any third Party, except as expressly permitted by this Agreement; or
- (iii) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Disclosing Party).
- (iv) apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use.

2.2 The Recipient may disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know this Confidential Information for the Purpose, provided that:

- (i) it informs its Representatives of the confidential nature of the Confidential Information before disclosure;
- (ii) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with this Agreement as if they were the Recipient and, if the Disclosing Party so requests, procure that any relevant Representative enters into a separate confidentiality Agreement with the Disclosing Party on terms equivalent to those contained in this Agreement; and
- (iii) it keeps a written record of these Representatives,

and it shall at all times be liable for the failure of any Representative to comply with the terms of this Agreement.

2.3 The Recipient may disclose Confidential Information only to the extent required by law, by any governmental or other regulatory authority (including, without limitation, the relevant stock exchanges) or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 0, it takes into account the reasonable requests of the Disclosing Party in relation to the content of such disclosure.

3. RETURN OF INFORMATION AND ANNOUNCEMENTS

3.1 At the request of the Disclosing Party, the Recipient shall promptly:

- (i) destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;
- (ii) erase all the Disclosing Party's Confidential Information from its computer systems; and
- (iii) certify in writing to the Disclosing Party that it has complied with the requirements of this clause, provided that a Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this Agreement. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Recipient.

3.2 If the Recipient develops or uses a product or a process which, in the reasonable opinion of the Disclosing Party, might have involved the use of any of the Disclosing Party's Confidential Information, the Recipient shall, at the written request of the Disclosing Party, supply to the Disclosing Party information reasonably necessary to establish that the Disclosing Party's Confidential Information has or has not been used or disclosed in order to develop or use that product or process.

3.3 The Recipient shall not make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the Disclosing Party except as required by law or any governmental or regulatory authority (including, without limitation, any relevant stock exchange), or by any court or other authority of competent jurisdiction.

4. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

4.1 The Disclosing Party reserves all rights in its Confidential Information. No rights in respect of the Disclosing Party's Confidential Information are granted to the Recipient and no obligations are imposed on the Disclosing Party other than those expressly stated in this Agreement. In particular, nothing in this Agreement shall be construed or implied as obliging the Disclosing Party to disclose any specific type of information under this Agreement, whether Confidential Information or not.

4.2 Except as expressly stated in this Agreement, the Disclosing Party does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.

4.3 The disclosure of Confidential Information by the Disclosing Party shall not form any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further Agreement in relation to the Purpose or the development or supply of any product or service to which the Confidential Information relates.

4.4 The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.

5. INDEMNITY

The Recipient shall indemnify and keep fully indemnified the Disclosing Party and its Group at all times against all liabilities, costs (including legal costs), expenses, damages and losses suffered or incurred by the Disclosing Party and/or its Group arising from any breach of this Agreement by the Recipient and from the actions or omissions of any Representative.

6. INJUNCTIVE RELIEF

The Parties agree that damages are not a sufficient remedy for breach of this Agreement by Recipient and that Disclosing Party shall be entitled to the remedy of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement in addition to any other remedies available to Disclosing Party at law or in equity.

7. TERM AND TERMINATION

7.1 If either Party decides not to become involved in the Purpose with the other Party it shall notify the other Party in writing immediately and the Agreement shall stand terminated.

7.2 The obligations of each Party shall, notwithstanding any earlier termination of negotiations or discussions between the Parties in relation to the Purpose, continue for a period of 2 (two) years from the date of termination of this Agreement.

7.3 Termination of this Agreement shall not affect any accrued rights or remedies to which the Disclosing Party is entitled.

8. ENTIRE AGREEMENT AND VARIATION

- 8.1 This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous drafts, Agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 8.2 Each Party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.
- 8.3 No variation of this Agreement shall be effective unless it is in writing and signed by each of the Parties (or their authorised representatives).

9. NO WAIVER

- 9.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 9.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

10. ASSIGNMENT

Except as otherwise provided in this Agreement, no Party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it, save that the Disclosing Party may assign its rights under this Agreement to any entity in its Group on prior written notice to the Recipient.

11. NOTICES

- 11.1 Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in English language, in writing and shall be deemed received by the Party to which it is sent (i) upon delivery when delivered by hand, (ii) 3 (three) days after being sent, if sent with all sending expenses prepaid, by an express courier with a reliable system for tracking delivery, (iii) when transmitted, if sent by confirmed facsimile or email, or (iv) 10 (ten) days after the date sent, if sent by certified or registered mail, postage prepaid, return receipt requested, addressed set forth below, or at such other address as the Parties may from time to time designate in writing:

(i) If to **Party**:

Attention: Legal
Department E-mail:
Address:

(ii) If to **Recipient**:

Attention: Legal
Department E-mail:
Address:

12. NO PARTNERSHIP

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

13. THIRD PARTY RIGHTS

13.1 Except as provided in this Clause 13, this Agreement is made for the benefit of the Parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else who is not a party to this Agreement.

13.2 This Agreement is made for the benefit of the Disclosing Party and its Group from time to time, and any entity in the Disclosing Party’s Group may enforce this Agreement as if they were the Disclosing Party and a party to this Agreement.

13.3 The Parties may terminate, rescind or vary this Agreement without the consent of any person who is not a party to this Agreement.

14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of India.

14.2 The Parties irrevocably agree that the courts of Bangalore shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject- matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorized representatives as of the date first above written.

For Name of Agency

For Name of Agency

through its authorized representative
representative

through its authorized

Signature: _____

Signature:

Name: -----

Name:

Title:

Note: final copy of Agreement will be shared after LOA

10. FINANCIAL BID FORMAT

(On company's letter head)

Name of the Bidder: [Insert Bidder's Name]

A. Bid Details

1. Annual Cost of Providing WhatsApp Ticketing Services (Including All Taxes):

Description	Cost (in Rs.)
Annual Cost (including all taxes)	[Insert Amount]

Note: This amount represents the total cost for providing WhatsApp ticketing services on an annual basis, including all applicable taxes.

2. Cost Per Transaction (Including All Taxes):

Description	Cost (in Local Currency)
Cost Per Transaction (including all taxes)	[Insert Amount]

Note: This amount represents the cost per individual transaction for providing WhatsApp ticketing services, including all applicable taxes.

B. Payment Terms

1. Monthly Payment Calculation:

- For each month, the total payable amount will be calculated based on the following parameters:
 - Monthly Prorated Annual Cost: Annual Cost (including all taxes) /12
 - Total Cost Per Transaction: Number of Transactions in the Month × Cost Per Transaction
- The bidder will be paid whichever is less between the monthly prorated annual cost and the total cost per transaction.

2. Invoicing and Payment Schedule:

- The bidder shall submit an invoice by the 5th of the following month for services rendered during the period from 1st to 30th/31st of the previous month.
- Payment will be made within 30 days from the date of receipt of the invoice, subject to verification of the services rendered.

3. No Interest or Penalty for Delayed Payments:

- In the event of a delay in payment beyond the 30-day period, the client will not be liable to pay any interest or penalty.

C. Bidder's Declaration

I/We hereby declare that the information provided in this financial bid is accurate and that I/We agree to the payment terms as outlined above, including the condition of no interest or penalty for delayed payments.

Signature of Authorized Representative:

Date:

(Seal of Company)