

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED



REQUEST FOR PROPOSAL (RFP)

**Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN
Metro Corridor, Sector-34, Greater Noida**

E- Tender No. NMRC/Ballast-Track/126(R3)/221/2022

September: 2022

Issued by:

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

Disclaimer

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida” contains brief information about the scope of work and selection process for the Bidder (‘the Contractor’ or “the Tenderer” or “the Applicant”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

Glossary

- a) **“Addendum / Amendment”** means any written amendment / addendum / corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders;
- b) **“Agreement”** means the Contract Agreement to be executed between NMRC and the selected bidder.
- c) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) **“Bidder”** or **“Tenderer”** means Sole proprietorship, registered partnership firm, public limited company or private limited company of any of the above and its Successor in title and assigns which is submitting its bid pursuant to RFP Documents
- e) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender
- f) **“Commencement Date”** means the date of commencement of Contract Agreement as mentioned in NOA
- g) **“Earnest Money Deposit (EMD)”** means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- h) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Contractor with NMRC as per terms and conditions of Contract Agreement as a security against the performance of the Contract agreement.
- i) **“NMRC”** means Noida Metro Rail Corporation Limited (or “Corporation”)
- j) **“Party”** means Contractor or Corporation (together they are called “Parties”)
- k) **“Performance Bank Guarantee/ Security Deposit”** means interest free amount to be deposited by the Contractor with NMRC as per terms and conditions of Contract Agreement as a security against the performance of the Contract agreement
- l) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory Contracts, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- m) **“Re. or Rs. or INR”** means Indian Rupee
- n) **“Revenue Operations Date (ROD)”** means the date of operation of metro
- o) **“Selected Bidder”** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of Contract.

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

“RFP for Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida”

Data Sheet

1	Name of the Bid	RFP for “Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida”
2	Approximate Cost of Work	INR 4216000/- (including GST and all taxes) (Rupees Forty-Two Lakh Sixteen Thousand Only)
3	Time-period of contract	01 year
4	Method of selection	Cost Based Selection (Lowest -L1)
5	Bid Processing Fee	INR Rs. 5900/- (including GST) (Rupees Five Thousand Nine Hundred only) in case of electronic tender through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Earnest Money Deposit (EMD)	INR 84320/- (Rupees Eighty Four Thousand Three Hundred Twenty only)
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Corporation's official for addressing queries and clarifications	GM (Technical) Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcnoida@gmail.com Website: www.nmrcnoida.com http://etender.up.nic.in
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	Schedule of Bidding Process	
	Heads	Key Dates
	Uploading of Bid document	27/09/2022
	Pre-bid Meeting	30/09/2022, 11:00 hrs (IST)
	Last Date of Receipt of Pre-bid Queries	03/10/2022, 17:30 hrs (IST)
	Last date of issuing amendment, if any	10/10/2022, 18:00 hrs (IST)
	Last Date of Bid Submission	17/10/2022, 15:00 hrs (IST)
	Date of Technical Bid Opening	17/10/2022, 15:30 hrs (IST)
13	Consortium to be allowed	No
14	Account details	For Bid Processing Fee & EMD State Bank of India (04077) - Sector 18, Noida, Gautam Budh Nagar, Uttar Pradesh - 201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.

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1. Section 1: General Information

1.1. Background

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. The Company desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Company is to help create an efficient, safe, reliable, economical and affordable public transport system
- c. An elevated metro line between Noida and Greater Noida is already in operation since January 2019.
- d. NMRC invites E-Bids for selection of Contractor for granting the Contract for Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida.
- e. In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this Request for Proposal Document.
- f. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted. Financial proposal of only qualified Bidders will be opened.
- g. The Successful Bidder shall provide the services as described in Section 2:Terms of Reference.

1.2. About Locations

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

Sr. No.	Name of Place
1	N-GN Depot

1.3. Communication

All communications should be addressed to:
GM (Technical)
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
Noida -20130
District Gautam Budh Nagar, Uttar Pradesh
Email:nmrcnoida@gmail.com.

Section 2: Terms of Reference

2.1 Scope of Works

- 2.1.1. **“Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida”** shall be carried out in depot lines during day/night time. The work shall be carried on approved block only. The approved block details will be made available by Engineer In charge. In case of emergency/ unusual occurrences, the work may have to be done at any hour of day and night. Contractor shall make his own arrangement of lighting for deep screening & other track work. No extra payment will be made for the same.
- 2.1.2. NMRC track is covered on both sides by boundary walls. The approach to the main line track is only from station. Any contractor’s person entering section for carrying out works under the contract shall have to obtain permission from the proper authority.
- 2.1.3. Contractor shall ensure that all precautions mentioned in chapter -II-part J for maintenance of track on Electrified area (25 KV AC Traction) as applicable is followed and all his staff are well versed with it. In this regard Safety Precautions & Essential Instructions for working in A.C. Traction area of NMRC are also to be followed.
- 2.1.4. Contractor shall ensure that all precautions to be taken while working in Track circuited area is observed as per Chapter 27 of NMRC Track Manual.
- 2.1.5. After completion of days/nights works the contractor shall ensure that all equipment, tools and plants, P.Way material, etc. either released or are cleared before leaving the site. No material whatsoever shall be left behind.
- 2.1.6. The quantum of work to be done under each item will be indicated to the contractor from time to time, during the currency of the contract & contractor shall instantaneously rise to the occasion and complete the work expeditiously.

After completion of the work, these items will have to be returned to the Contractor without causing any damage to them.
- 2.1.7. In case of emergency contractor has to mobilize resources and carry out works at any time of the day and night instantaneously at short notice if directed. The Response time in case of Emergency shall be one hour during commercial hours & Two hours during non-commercial hours. The contractor shall be always ready to attend any emergency if so arise.
- 2.1.8. The quantities shown in the schedule at BOQ are anticipated quantities and may vary depending on the actual requirement during the period of contract. The contractor shall not be entitled to any claim and / or increase in the rates what so ever on account of variation in the quantities of the individual items or of the total contract value.
- 2.1.9. While doing the works, the contractor shall cause least inconvenience either to the travelling public or to the station staff or to the NMRC rakes or to NMRC property.
- 2.1.10. The contractor is advised to inspect the entire length of track in depot where the said work will be executed after obtaining permission only to acquaint him-self and assess beforehand difficulties likely to come across in respect to men, material, access to site, restrictions on At-grade/yard, restrictions in plying the trucks on roads imposed by police, lighting, water supply and so on.
- 2.1.11. The quantity used shall be in proportion of the requirement which shall be justified by the contractor & will be verified by the NMRC.
- 2.1.12. Such P.Way material which has been issued to the contractor but left behind with him not utilized shall be returned by the contractor at no extra cost to NMRC to any nominated depot /PWI store of NMRC. If the contractor fails to return such material, the cost of such materials will be recovered from him at double the book rates. The material to be returned shall however be in reasonably good condition as originally issued.

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- 2.1.13. NMRC reserves the right to inspect any of the depots of the contractor where NMRC's material has been stored and also to inspect the places where the contractor fabricates or otherwise processes these materials and the contractor shall provide all facilities for such inspections.
- 2.1.14. The contractor shall not transfer any of the material issued to him by the depots or fabrication yard or the site of work.
- 2.1.15. The contractor shall ensure that all his staff shall wear proper uniform with personal protective equipment including helmet, safety shoes and illuminated jacket etc. while working.
- 2.1.16. No advances shall be paid to the contractor.
- 2.1.17. The contractor will not cause any damage to the NMRC property or assets. If any such damage is caused, the contractor will have to pay the cost of such Damage & NMRC Decision in the issue will be final.
- 2.1.18. The contractor will have to complete the work during specified time. Instructions of the employer given from time to time shall be followed.
- 2.1.19. The quality of the work shall be as per the standards.
- 2.1.20. The contractor shall use standard tools & materials as specified or as per the requirement of Approved or reputed Brands as the case may be.
- 2.1.21. The contractor shall take all necessary safety measures & precautions and the contractor shall be entirely responsible for the safety & security of his men & materials.
- 2.1.22. The contractor may have to use necessary communication equipment like mobiles / WLL/ Walky-talky as per requirement.
- 2.1.23. If the same item or condition features in the special conditions of the contract & General conditions of the contract, then the item or condition mentioned in the special conditions of the contract alone will be applicable
- 2.1.24. Contractor shall provide Photo-identity cards to all his staff & supervisors.
- 2.1.24.1. Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida as per Ballast Specification IRS_GE-1 June 2004
- 2.1.25. The land required for the contractor's office /stores will be allotted free of cost, if available, to the extent considered & justified by NMRC in the vicinity up to the completion period. However, this will not be binding on NMRC. The land or area will be maintained by the contractor.
- 2.1.26. After completion of the work, the contractor shall clear all land under his temporary occupation to its original shape and condition without any extra cost to NMRC and hand it over to NMRC without any encumbrances within one month of completion of the work. In the event of failure to clear the site, NMRC will get this done through another agency at contractor's cost.

2.2 Land

- 2.2.1. The land required for the contractor's office/stores will be allotted free of cost, if available, to the extent considered & justified by NMRC in the vicinity up to the completion period. However, this will not be binding on NMRC. The land or area will be maintained by the contractor.
- 2.2.2. After completion of the work, the contractor shall clear all land under his temporary occupation to its original shape and condition without any extra cost to NMRC and hand it over to NMRC without any encumbrances within one month of completion of the work. In the event of failure to clear the site, NMRC will get this done through another agency at contractor's cost.

2.3 Material to be supplied by NMRC

- 2.3.1. The contractor shall make his own arrangement for getting the departmental small track machines used for the work, unloaded, handling, leading of such material including any other incidental and transporting to site of work, for use without any extra cost.
- 2.3.2. The contractor shall be fully responsible for safe handling and safe custody of small track machines and Track Loader Crane etc. In case of their loss due to any cause whatsoever, or the

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materials becoming unsuitable for use for any reason what so ever, the cost of material shall be recovered from the contractor at double the book rate.

2.4. THE MAINTENANCE OF PERMANENT WAY

2.4.1. Maintenance of Track in Track Circuited Areas (Lengths)

2.4.1.1. Precautions to be taken while working in track circuited area -

- 1) The Permanent Way Inspector should instruct the staff not to place across or touching two rails in the track, any tool or metal object which may cause short circuiting.
- 2) All gauges, levels, trolley and Lorries used on the track circuited length should be insulated.
- 3) Steel or C.I. pipes used for carrying water/gas under the track should be run sufficiently below the rails to prevent any short circuiting.
- 4) While carrying out track maintenance, care should be taken to see that no damage of track circuit fittings like rail bonding wires, lead wires to rails, bott legs, jumper wires etc., takes place.
- 5) Use of steel tapes should be avoided in track circuited section.
- 6) Pulling block of rails should be done in track circuited areas in the presence of S&T staff, where signaling connections are avoided.
- 7) Proper drainage should be ensured so as to avoid flooding of track during rains, particularly in yards, where watering of coaches is done and in water columns and ash pits. It would be desirable to provide washable concrete aprons on platform lines at originating stations, in track circuited area.
- 8) Ballast must be kept clean throughout the track circuited section and care should be taken to see that the ballast is kept clear of the rails and rail fastenings. The clearance from the foot of the rail should not be less than 50mm. During every packing this point should be taken note of.

2.4.2. Maintenance in Electrified Areas

2.4.2.1. General Instructions to staff

- 1) General Knowledge of Engineering Staff
 - (a) Every engineering official working in electrical traction area shall be in the position of a copy of rules framed for the purpose of the operation of the Traction Power Distribution system pertaining to Engineering Department and ensure that staffs working under him are also acquainted with the rules. He will ensure that rules pertaining to carrying out engineering works are strictly observed.
 - (b) All electrical equipment, every power line or cable shall be regarded as being 'live' at all times. No work shall be commenced adjacent to any electrical equipment except on authority issued in writing by a competent official of the Electrical Department to the effect that the equipment has been made dead and earthed.
- 2) Defects in an Over Head Equipment - Defects or breakdowns in the overhead equipment including track and structure bonds noticed by the Engineering staff shall be reported immediately to the Traction Power Controller.
- 3) Traction bonds - In electrified areas the return current fully or partially flows through the rail. To ensure a reliable electrical circuit continuity and also to ensure proper earthing in case of leakage of current, various types of traction bonds are provided at suitable places and maintained by the Electrical Traction Department.
 - (a) Structure bonds - All structures supporting overhead equipment either in A.C or D.C. track circuited areas are connected to the running rails for ensuring good earthing. Failure of insulator or leakage of current switches off the supply good earthing. Failure of insulator or leakage of current switches off the supply from the sub-station so that men coming in contact with supporting structure etc. do not get electric shock. Removal or tampering of such bonds can, therefore, result in unsafe conditions. Since the structures are grouted in concrete, they are likely to become charged in case such bonds are kept disconnected. Similarly other steel structures such as foot-over bridges, sheds, etc., in the vicinity of O.H.E. lines are also connected to rails through similar structure bonds.

2.4.3 Special Instructions to Staff Working in Traction Area: -

- 1) Need for Precautions- Precautions are required to be taken on account of following:
 - (a) Proximity of a Live Conductor. -The risk of direct contact with live O.H.E. is ever present while working in electrified sections such as for painting of steel work of through span of bridges and platform cover.
 - (b) Build-up of potential due to return current in rails. - The return current in the rails may cause a potential difference-
 - (i) Between rail and the surrounding mass of earth.
 - (ii) Between two ends of a fractured rail.
 - (iii) Between the two rails at an insulated joint.
 - (iv) Between earth and any other metallic mass
- (2) The following precautions should, therefore, be taken while working in traction areas:
 - (a) No work shall be done within a distance of two meters from the live parts of the O.H.E. without a 'permit-to-work'.
 - (b) For work adjacent to overhead equipment the Engineering Inspector shall apply to the proper authority sufficiently in advance for sanctioning traffic and power block required.
The Traction Power Controller through Traction staff will arrange to isolate and earth the section concerned on the date and at the time specified in consultation with the Traffic Controller. He shall then issue 'permit-to-work' to the Engineering Inspector.
On completion of the work the 'Permit-to-work' should be cancelled and traction power controller advised who will then arrange to remove the earth and restore power supply.
 - (c) No part of the tree shall be nearer than 4 meters from the nearest live conductor. Any tree or branches likely to fall on the live conductor should be cut or trimmed periodically to maintain the clearance. Cutting or trimming of trees affecting O.H.E. may be carried out by letting out the same on yearly contract basis. The contract shall be finalized and controlled by the Engineering branch; however, the expenditure shall be debited to revenue grant of the TRD branch. The work will be executed under supervision of TRD staff to ensure safety and satisfactory completion of work.
 - (d) No fallen wire or wires shall be touched unless power is switched off and the wire or wires suitably earthed. In case the wires drop at a level crossing, the Gatekeeper shall immediately make arrangements to stop all road traffic.
 - (e) Work on Station roofs and Signal Gantries. - Staff working on station roofs and signal gantries and similar structures adjacent to Live Overhead Equipment shall not use any measuring tapes, tools and materials when there is a possibility of their being dropped or carried by wind on to the live overhead equipment.
 - (f) Earth work - For excavation work adjacent to tracks, following action is taken
 - (i) In D.C traction areas, intimation should be given in writing sufficiently in advance to the concerned Traction Distribution Officer to enable him to depute the Traction staff to be present in order to prevent possible damage to the traction underground feeder cables which are always located near the running lines.
 - (ii) In A.C traction areas, intimation should be given to the concerned officers of the Electrical General services and also S. &T. Department, since all the S. & T. and Electrical lines are cabled on account of Electrical Induction.
In all A. C. and D. C. traction areas, cable markers showing location of cables are provided by the Traction Department. In addition, the cables are protected by tiles and bricks, during excavation if workman comes across such tiles or bricks in an arranged manner, they should at once report the matter to the higher officials. Any further excavation should be carried out only in the presence of the authorized staff of Electrical Traction and or S. & T. Department as the case may be.
 - (g) Alteration to tracks - The relative alignments of the centerline or the track with respect to the alignment of the contact wire must be maintained within the specified tolerances. This applies to both horizontal and vertical clearances. Slewing or lifting of track must not be done outside the agreed maintenance limits, unless the position of the contact wire is altered at the same time. Adjustment of can't has a magnified effect of the horizontal displacement of the center line of the track with respect to the alignment of the contact wire.

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Horizontal clearances to structures within the limits laid down in the Schedule of Dimensions must be maintained. For Slewing or alterations to track involving adjustment of contact wire (outside the agreed maintenance limits) sufficient notice should be given to the traction staff so that they arrange to adjust the overhead equipment.

- (h) Alterations to Track bonding: - All bonds removed by the staff of the Engineering Department shall be replaced by the staff of the Engineering Department and all such removals and replacement shall be reported to the Assistant Electrical Engineer, Traction Distribution in-charge, concerned without delay.
- (j) Working of Cranes: - No crane shall be worked except on authorized 'permit-to-work'. In every case of working a crane, arrangement should be made for the presence of authorized overhead equipment staff to ensure that all safety precautions are taken.
- (k) Inspection of Tunnels: - For inspection roofs and sides of a tunnel, the overhead equipment shall be rendered 'dead'. Special insulated apparatus should be used if sounding the unlined portions to locate loose rock in the roof and sides, is required to be carried out, when the overhead equipment is 'live'.
- (l) As far as possible closed wagons shall be used for material trains. In case open or hopper wagons are used, loading unloading of such wagons in electrified tracks shall be done under the supervision of an Engineering official not below the rank of a Permanent Way Mistry who shall personally ensure that no tool or any part of body of the workers comes within the 'danger zone' i.e., within 2m of O.H.E.
- (m) Steel tapes or metallic tapes with woven metal reinforcement should not be used in electrified tracks. Linen tapes are safer and, therefore, should be used even though they are not accurate.
- (n) The top foundation blocks in electrified structures should be kept clear of all materials.

2.4.4. Maintaining continuity of track: -

- 1) During maintenance or renewal of track, continuity of the rails serving electrified tracks shall invariably be maintained. For bridging gaps, which may be caused during removal of fishplates or rails, temporary metallic jumpers of approved design shall be provided as under. The necessary jumper will be provided by the Electrical Department on requisition.
- 2) In case of fracture of rail, the two ends of the fractured rail shall be first temporarily connected by a temporary metallic jumper of approved design. In all cases of discontinuity of rails, the two parts of the rail shall not be touched with bare hands; Gloves of approved quality shall be used.
- 3) In the case of track renewals temporary connection shall be made as shown
- 4) In the case of broken or defective rail bond, temporary connections shall be made as shown
- 5) Before fishplates are loosened or removed temporary connections shall be made.

2.4.5. Additional precautions in the A. C. Traction area.

The following additional precautions are required to taken in A. C. traction areas: -

- 1) Build-up of potential due to induction in metallic bodies situated close to O.H.E.- It is important to note that dangerous voltages may be induced in metallic masses such as fencing posts in the vicinity of traction conductors. To avoid the possibility of shock due to such voltages, the metallic structures are bonded together and earthed.
- 2) Unloading of rails. - When unloading rails along tracks, care shall be taken to ensure that rails do not touch each other to form a continuous metallic mass of length greater than 300 meters.
- 3) Permanent way staff is advised to keep clear of the tracks to avoid contact with the rails when an electrically hauled train is within 250 m.

2.4.6. Fire in electrified areas

The Permanent Way Officials noticing a fire likely to result in loss of life or cause damage to property shall take all possible steps to prevent it from spreading and to extinguish it. In case the fire is adjacent to any electrified equipment, the Permanent Way Official shall make no attempt to extinguish the fire but shall report the occurrence of fire to the nearest Station Master by most expeditious means.

2.4.7. Permanent way tools

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Permanent Way tools (insulated and uninsulated) along with gloves shall be used in manner as approved.

2.5 Safety Precautions and Essential Instructions for Working in A.C. Traction Area

2.5.1 DO(S) AND DON'T(S)

2.5.1.1 For All Staff

2.5.1.1.1 DO(s)

- 1) In case of fire on electric traction equipment or wires:
 - a) Inform Traction Power Controller (TPC)
 - ii) Extinguish fire by special extinguishers (Carbon tetrachloride or carbon dioxide type), if available.
 - iii) Ensure no water jet directed at the fire is used under any circumstances.
- 2) Anything Unusual on traction wires or eclectic rolling stock, inform the Traction Power Controller or nearest Station Master.
- 3) In any emergency – speak to the Traction Power controller through the nearest means of communication.
- 4) Large metallic structures such as fencing, structural steel work of platform running parallel to the track should be earthed suitably.
- 5) Any tree or branches likely to fall on live conductor or nearer than 4m from the nearest live conductor shall be cut or trimmed by concerned staff in the presence of authorized staff of OHE.
- 6) Before taking up the work on a line running parallel to 25kV AC lines, the line shall be earthed on both the sides of the working party.
- 7) Ensure that the distance between the two earths used for protection of the working party does not exceed 1km.
- 8) Keep clear of the track and avoid contact with the rails when an electrictrain is within 250m.
- 9) Special care should be taken to carry long pipes, poles or ladders so that it should not come in contact with or within 2m of live OHE.

2.5.1.1.2 DON'T(s)

- 1) DO NOT approach within 2 meters (approximately 7 feet) of any traction wires or live equipment.
- 2) DO NOT work on or near traction wires or any live equipment unless they are made dead. Earthed and shut down notices/permit to work obtained.
- 3) DO NOT enter any switching station or remote-control centre unless specially permitted.
- 4) DO NOT permit unauthorized persons to operate any equipment even if it be for making it dead.
- 5) DO NOT disturb any earthing or bonding or traction wires or connections to BEC (buried earth cable) or OPC (overhead protection cable).
- 6) DO NOT touch a person in contact with live traction wires. Remove body only after power supply is switched off & earthed.
- 7) DO NOT forget to give artificial respiration to the victim as per the prescribed procedure laid down at shock treatment charts.
- 8) DO NOT touch any traction wire hanging from the mast or fallen on the ground and do not allow anyone else to touch it.
- 9) DO NOT operate a crane on or near traction OHE unless an authorized representative of the OHE is present.

2.5.1.2. For Permanent Way Staff

2.5.1.2.1 DO(s)

- 1) Maintain the correct level of height gauges at level crossing.
- 2) Provide rail jumper connections wherever a fish plate is to be removed or rails are to be removed (specially on tracks with wooden sleepers)
- 3) Ensure that insulated paint on your tools is intact.

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- 4) In case of rail fractures, two ends of the fractured rail shall be first temporarily connected by a temporary metallic jumper and then further action should be taken.
- 5) In case of discontinuity of rails, two parts of rail should not be touched with bare hands. Gloves of approved quality shall be used.
- 6) Ensure the continuity of the plinth.
- 7) While unloading rails alongside the tracks, ensure that rails do not touch each other to form a continuous metallic mass of length greater than 300m.
- 8) Maintain continuity of rails during maintenance or renewal of the track.
- 9) Staff, working on installations directly in contact with rails, should use tools of the type approved by their departments.

2.5.1.2.2. DON'T(s)

1. DO NOT continue working till last minute in the face of an approaching electric train-clear the line early.
2. DO NOT use steel measuring tapes or long metallic wires.
3. DO NOT dump ballast, earth or ashes against the foundations of the masts and keep the top of the masting clear.
4. DO NOT raise the track above the high rail level mark specially under over line structures.
5. DO NOT damage the plinth continuity, connection to BEC, OPC, handrail continuity.

2.5.1.3. Other Points to be remembered

1. It is dangerous to go within 2 meters (7 feet) of the live equipment. This is 'DANGER ZONE'.
2. Power Block means blocking of section of the line to the electric traffic only.
3. No material should be stacked either on the mast or on mast foundation.
4. When a motor vehicle with rubber type is to be transported in an open wagon, the metal body shall be bonded to the wagon body by means of two independent solid connections by copper wire or galvanized iron flat or steel ropes. It is preferable that lashing used to secure the vehicle are of metallic ropes instead of manila or other coil ropes.
5. Cases of electric shock arising out of contact with 25kV A.C. Traction equipment shall be reported immediately to T.P.C.
6. Any abnormality observed on the overhead equipment viz. a broken contact wire, catenary wire, brackets, insulators or a hanging dropper etc. must be reported immediately to the Traction Power Controller
7. Every time staff has to be work on signaling and telecom circuits along AC electrified lines, they should take precautions to protect themselves and equipment.
8. Hoarding boards provided in the vicinity of electrified tracks should be located at a safe distance from the track so that in the event of their supporting structures being damaged, it should not fall on the OHE for infringe the track.
9. Do not bridge insulated joints with bare hand or any metallic article in a track-circuited area.
10. Do not use the rails as a footpath, a seat or for such other purposes.
11. Do not use steel tape or metallic tape or tape with woven metal reinforcement in electrified area.
12. Do not expose the foundations while excavating.

2.6. Other Conditions/requirements

2.6.1 Right of Way- Right of way (within NMRC land) to the work site will be provided to the contractor.

2.6.2 Responsibility for Specifications
Specifications

Testing and Supply is to be done as per Ballast Specification **IRS-GE-1 June 2004** is to be done Addendum & Corrigendum issued by RDSO/Indian Railway will supersede wherever applicable & compliance to provisions of specification with correction slips issued up to date shall be ensured). In case of any conflict, the Special Conditions shall prevail.

The Contractor shall promptly inform the Engineer of any error, omission, fault and other defects in the Specifications, which are discovered when reviewing the Contract Documents or in the process of execution of the Works.

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2.6.3 Use and Care of Site

The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the in charge.

Necessary permissions/approval of the Employers representative shall be obtained before carryout.

2.6.4 Accidents

It shall be the entire responsibility of the contractor to adopt all the safety measures & deploy the personnel who are adequately trained in safety. If any accident occurs within the NMRC jurisdiction while carrying out the works or due to negligence on the part of the contractor's personnel, it shall be the full responsibility of the contractor.

2.6.5 Access Roads and Haul Roads

Existing roads and other public roads may be used by the Contractor to carry out works with prior approval of the competent authority. The Contractor shall pay the statutory vehicle license and permit fees for use of public roads.

The Contractor shall repair any damage to the road or bear the cost thereof due to movement of contractor's plants and equipment, vehicles etc. to the specifications and satisfaction of road authorities as well as of Engineer

2.6.6 Program of Works

The period of contract is **12 Months** from the date of commencement of work. However, the work should be started within **7 days** after issue of NOA by the competent authority as and when required.

The contractor should work round the clock if required. The major activities, which are affecting the Commuters/ Traffic to be done at the non-operational hours.

2.6.7 Penalty

If the work fails due to unavailability of labourer s the Min. Penalty of Rs. 5000/- per day shall be charged.

If the delay of block and TSR due to contractor fault the min penalty of Rs. 10000/- of per delay of block shall be charged.

If the unavailability of supervisor the minimum penalty of Rs. 1500/- per day shall be charged.

2.6.8 Maintenance Records

Contractor will have to maintain proper records of Track Maintenance activities. Some of the records to be maintained are as below.

- i) Deployment of Manpower in each shift
- ii) Availability of Track Machines
- iii) Details of deep screening work, packing of sleepers and other track activities carried out in each traffic block

Apart from above, all supervisors & all track personnel will have to sign in the attendance register which will be kept in the P-Way office at the starting of shift.

2.6.9 Submittal by Successful Tenderer and Commencement of Work

Successful Tenderer shall ensure that only trained staff having Railways / metro track maintenance / construction experience is deployed.

Deployment of Track machines along with technical details like make, capacity, present conditions etc are to be submitted for approval.

Deployment of supervisors as mentioned in Form 16: Deployment of Personnel along with CVs of the personnel and Police Verification Report.

- Each CV shall have the current photographs of the person and shall be signed by the person.
 - Each CV shall be submitted duly verified by the contractor.
 - CV shall contain the following information but not limited to: -
 - Name in full
 - Father's name
 - Date of Birth
 - Present Address

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- Permanent Address
- Educational Qualification
- Track Maintenance Experience
- Any other experience
- Competency RDSO for Welder
- RDSO approved portion (SKV portion of 60 Kg 1080 HH Rail and 60 Kg 90 UTS portion)
- On top of every CV, the proposed category is also to be indicated.
- Deployment of laborers with ID Cards of the personnel and Police Verification Report.
However, the successful Tenderer shall commence the work within 7 days from the date of issue of Letter of acceptance of NOA.

3. Section 3: Instructions to Tenderer.

3.1. General instructions

- a. A tenderer shall submit only one bid in the same tendering process, individually as a tenderer. A tenderer who submits or participates in more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified.
- b. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- c. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents confirm to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- d. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.
- e. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e - Bid.
- f. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Corporation and/or by sending written queries to NMRC before the last date for receiving queries/clarifications.
- g. NMRC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.
- h. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).
- i. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - i. A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the project;
 - ii. A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in sub paragraph above; or
 - iii. A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.

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

- a. The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and Noida Metro Rail Corporation Ltd. (“NMRC” or “the Corporation”), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b. This tender document is available on the web site <http://etender.up.nic.in> or on NMRC website (www.nmrcnoida.com) to enable the tenderers to view, download the e-Bid document and submits e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay cost of bid document/ e-Tender

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processing fee as mentioned in **Data Sheet** through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of the bid document/ e-Tender processing fee as mentioned in the **Data Sheet** will be non-refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

3.1.2. Acknowledgement by Bidder

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

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

3.1.3. Availability of Bid Document

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

3.1.4. Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the GM (Technical), NMRC **only before or during Pre-Bid Meeting** held at NMRC. The envelopes/communication shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: RFP for Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida"**. The responses will be posted to all such queries on the official website www.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.
- c. A pre- submission meeting shall be called on the date mentioned in the Data Sheet at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ e-Tendering website.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in the Data Sheet.
- e. However, NMRC shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt with in accordance with the Section 5.14 of this e-Bid document under Fraud and Corrupt Practices.
- f. The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be

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borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.

- g. The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

3.1.5. Amendment of E-Bid Document

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

3.2. Preparation and submission of Bids.

3.2.1. Language of e-Bid

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

3.2.2. Documents constituting the e-Bid

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

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

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

b. Financial e-Bid -

- i. **Price bid** – Bill of Quantities in XLS format to be filled in after downloading from the e-Procurement website for this e-tender (<http://etender.up.nic.in>). There shall be a single financial quote for the package for which the bid is submitted.

3.2.3. Documents establishing Bidder's Qualification

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

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- b. The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

3.2.4. E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document.

3.2.5. E-Bid Currency

Prices shall be quoted in Indian Rupees only.

3.2.6. Formats and signing of e-Bid

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

3.2.7. Deadline for submission of e-Bid

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

3.2.8. Submission of e-Bid

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

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

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

For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities

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approved by controller of certifying authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only.

The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. NMRC shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

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

3.2.9. Late e-Bid

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

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only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-Bid submission process.

3.2.10. Withdrawal and resubmission of e-Bid

- a. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.
- b. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- c. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload to the revised e-Bids documents.
- d. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids

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

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

3.2.12. Period of validity of e-Bid

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

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3.2.13. Correspondence with the Bidder

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

3.3. Earnest Money Deposit

3.3.1. Earnest money deposit (EMD)

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

3.4. Opening and Evaluation of Bids.

3.4.1. Opening of technical e-Bid by NMRC.

- a. NMRC will open all technical e-Bids, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at NMRC Office. The Bidder's representatives who are present shall submit the letter to NMRC on the letter head of the company stating that the representative (name) is authorized to attend the meeting (Please note – The representative is required to carry a copy during pre-bid and other related meetings as well). He / She shall sign a register evidencing their attendance at NMRC. In the event of the specified date e-Bid opening being declared a holiday for the Corporation, the e -bids shall be opened at the appointed time and place on the next working day.
- b. The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Bid Processing Fee and EMD must be submitted in the prescribed account of NMRC within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- c. The Bidders names and the presence or absence of requisite e-Bid security and such other details as NMRC at its discretion may consider appropriate, will be announced at the opening.

3.4.2. Opening of financial e-Bid

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

3.4.3. Correction of Errors

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

3.4.4. Examination of e-Bid document

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

3.4.5. Contacting NMRC

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

3.4.6. Confidentiality

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

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

3.5. Award of Contract

3.5.1. Award Criteria

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

3.5.2. Letter of Acceptance (LOA)

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

3.5.3. Signing of contract

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

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

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

4. Section 4: Eligibility, Evaluation and Selection Process

4.1. Eligibility Criteria

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

- a. Sole proprietorship, registered partnership firm, public limited company or private limited company, any of the above can submit the Bid. The firms and the companies should be registered in India. **Joint ventures are not allowed.**
- b. The Bidder should have a minimum experience of having satisfactorily and successfully completed similar works during last 7 (Seven) years period ending last day of month previous to the one in which the bids are invited, **in any Central Govt., State Govt., PSU, NMRC or any private limited company. Which** should be either of the following:
 - i. One similar completed work costing not less than the amount equal to **Rs. 33,72,800.00/-** (Rupees Thirty-three lakh seventy-two thousand eight hundred only)
 - ii. Two similar completed works each costing not less than the amount equal to **Rs.21,08,000.00/-** (Rupees Twenty-one lakh and eight thousand only)
 - iii. Three similar completed works each costing not less than the amount equal to **Rs.16,86,400.00/-** (Sixteen lakh eighty-six thousand four hundred only)

Definition of Similar Works – For this contract shall be any work related to railway track in Central Govt./ State Govt./PSUs or any Private limited company of repute.

- c. The Bidder should have **minimum Average Annual Turnover from similar work of Rs. 4216000.00/- Forty-Two Lakh Sixteen Thousand Only** in the last 3 (three) Financial Years (2019-20, 2020-21,2021-22) preceding the Bid Due Date.
- d. **T1 – Liquidity – N/A**
- e. **T2 – Profitability:** Profit before Tax any of the financial year should be positive during immediately preceding 3 financial years.
- f. **T3 – Net Worth: N/A**

Notes:

- a) **Financial data for latest last three audited financial years has to be submitted by the tenderer in Form-5 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original with membership number and firm registration number and UDIN. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far' certifying by Chartered Account along with membership no and UDIN. In such a case the financial data of previous '2' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.**
- b) Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

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The Bidder should be registered with the Goods and Services Tax Authorities.

- g. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfilment of Contractual obligation in last 5 (five) financial years.

The Bidder shall also furnish the following documentary proof:

- a. For above criteria 4.1a
- i. Statutory proof of existence as the legal entity
 - ii. PAN certificate as per legal entity.
- b. For above criteria 4.1b
- i. Form 4: Work Experience with documentary evidence as mentioned in the Form
- c. **For above criteria 4.1.c**
- i. Form 5: Financial Capability Details
 - ii. A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years.
 - iii. Self-attested copy of PAN, ITR
- d. For above criteria 4.1g
- i. Form 7: Undertaking

Notes:

- a. The tenderer shall submit details of works executed by them in the Performa of Form-4 for the works to be considered for qualification of work experience criteria. Documentary proof of completion certificates from clients clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, a copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and a copy of final/last bill paid by client shall also be submitted.
- b. Value of a successfully completed portion of any ongoing work up to the last day of the month previous to the month of tender submission will also be considered for qualification of work experience criteria.
- c. For completed works, value of work done shall be updated to the last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
- d. If the above work(s) (i.e. “Similar work” comprises other works, then the client's certificate clearly indicating the amount of work done in respect of the “similar work” shall be furnished by the tenderer in support of work experience along-with their tender submissions.

4.2. Bid capacity criteria: - deleted

4.3. Personnel

The Tenderer shall submit Form-12: undertaking pertaining to personnel a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all

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proposed management personnel (above the level of shift supervisor) and specialists for this work. The submission shall include a provisional management structure and organization chart showing areas of responsibility, relative senioritis and lines of reporting. The proposed staffing plan shall be in conformity with the following:

RESOURCES PROPOSED FOR THE PROJECT – PERSONNEL

The figures indicated below are the minimum number of Project-Personnel required which are to be deployed as per the minimum level of supervision and qualification/experience of site staff is given as follows:

S. No.	Designation of Project Personnel	Minimum Requirement
1	Track Engineer	1
2	Supervisor	1

It is to be noted that:

- i. The contractor shall deploy resources as per the above-mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
- ii. These minimum resources are as per the requirements of the various activities at different stages of work. All resources need not to be mobilised simultaneously, resources as per the requirement of various stages of works shall be mobilised in accordance with the instructions of the Engineer. The decision of the Engineer shall be final and bonding.
- iii. The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the personnel is not satisfactory, the contractor shall replace them with good personnel immediately as per the directions of the Engineer.
- iv. If staff is absent or found missing from his duty, recovery @ ₹2000/- for supervisor and @ ₹3000/- for engineer per day shall be imposed on the contractor and to be recovered from the running bill of the contractor.

MINIMUM ORGANISATION STRUCTURE REQUIRED

Minimum level of supervision & qualification/ experience of site staff is as follows:

S. No.	DESIGNATION	QUALIFICATION	EXPERIENCE LEVEL
1.	Track Engineer	Graduate / Diploma in Civil Engineering	Total minimum experience of 05 years of similar works
2.	Supervisor	Diploma in Civil Engineering	Minimum 3-years experience of similar works

4.4. Compliance with Technical Specifications

The Bidders must comply with the stipulated technical specifications as mentioned in the tender document.

4.5. Information of the Technical and Financial Proposal

- a. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- b. The Bidder satisfying the criteria under Clause 4.1 shall be considered as qualified. (Both technically & financially Qualified)
- c. The Bidder with the lowest quoted price for the entire term of 01 years in the financial quote (L1 bidder) shall be selected for the award of contract.

4.6. Selection of Bidder

NMRC shall award the Contract for Procurement Stacking & Leading Out 65MM Ballast at Depot N-GN Corridor, Sector-34, Greater Noida at NMRC Stations to the Lowest Tenderer (L1 bidder), whose tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents.

- a. In case, two or more technically qualified bidders quote the same rate in the Commercial Bid, and become Lowest (i.e. L-1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover from ‘Similar Works’ (as per Minimum Eligibility Criteria defined in Section 4 under “Definition of Similar Work”) during the last 3 years ending on the last day of the month preceding the month in which the tender has been floated. Experience certificate / work completion certificate on client's letter head is mandatory to ascertain the nature, period and value of work which shall be required to be uploaded by the bidder by the last date of tender submission.
- b. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- c. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA.
- d. No correspondence will be entertained by NMRC from the unsuccessful bidders.

4.7. Letter of Acceptance and Execution of Contract Agreement

- a. NMRC will notify the Successful Bidder by a **LOA** that its bid has been accepted.
- b. The Selected Bidder shall, within 10 (ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof along with letter of acceptance of LOA. In the event, the duplicate copy of the LOA duly signed by the Selected Bidder and letter of acceptance of LOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the LOA.
- c. The Successful Bidder shall execute the Contract Agreement within 30 (thirty) days of the letter of acceptance of LOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of LOA shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the bid security.
- e. The Purchaser reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful tenderer. The bidder is bound to accept the increase or decrease in the tendered quantity up to 25% under this clause without any change in unit price.
- f. In case the variation in individual items or the group of items as stipulated above, is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the NMRC and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity. In case the contractor executes the extra quantity without written approval of the NMRC with specific instructions to execute pending the finalization of rates, the payment shall be made at contract rate only. In the event of disagreement, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items and the Engineer shall be free to get such additional quantities beyond 25% new items executed through any other agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.

4.8. Performance Bank Guarantee / Security Deposit

- a. To fulfil the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the “Contractor”) shall deposit 5% of the Contract Price in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favour of NMRC valid for 2 years within 30 days from Notice of Award. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidders, EMD shall be refunded without any interest. In case of extension of tenure by 6 months, the performance bank guarantee shall be extended by 6 months as well.
- b. It is to note that if contract value increases by more than 25% of the original contract value, the performance bank guarantee shall be increased accordingly.
- c. A Contract agreement will have to be signed by the Contractor at his cost on proper stamp paper. Without performance guarantee by Contractor, Contract agreement shall not be signed.
- d. NMRC reserves the right for deduction of NMRC dues from Contractor’s Performance Bank Guarantee/ Security Deposit (interest free) for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
 - i. Any amount which NMRC becomes liable to the Government/Third party due to any default of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.
 - ii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Contractor or any person duly empowered in his behalf.
 - iii. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- e. Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Contractor Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement.

4.9. Contract during Proposal Evaluation

- a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time NMRC makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NMRC and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded
- b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder’s e-Bid.
- c. In the event any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- d. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:

GM (Technical)
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301

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District Gautam Budh Nagar, Uttar Pradesh Email: nmrcnoida@gmail.com

- e. No interpretation, revision, or other communication from NMRC regarding this solicitation is valid unless in writing and signed by the competent authority from NMRC.

4.10 Other Instruction

- a. Canvassing in connection with the tenders is strictly prohibited and the tenders, submitted by Bidder, who resort to canvassing, are liable to be rejected. EMD will be forfeited of those tenders who will be found non serious and if it is felt by the tender committee that the Bidders submitted their tender only to influence the tendering process
- b. On acceptance of the tender, the name of the accredited representative of the Contractor, who would be responsible for taking instructions from the NMRC or the official deputed by NMRC, shall be communicated to the NMRC or the official deputed by NMRC in writing.

4.11. Project Financial Terms

4.11.1. Payment Terms

- a. The payment for items given in the Bill of Quantity/Pricing Document shall be made on the basis of actually executed quantities.
- b. The work executed against the BOQ items would be paid on measurement basis.
- c. The Contractor may raise their ‘On Account’ payments on a monthly basis as per the status of work on the last day of the respective month.

4.11.1. Contractor’s Labour Camp

Employer not to provide Quarters for Contractor’s Labour

The Employer will not provide living accommodation for the use of the Contractor or any of his staff or labour employed on the Works. Living accommodation shall not be established on any land provided to the contractor by the Employer.

4.11.2 Provision of Labour Camp

The Contractor, shall, at his own expense, make adequate arrangements for the housing, supply of drinking water and provision of bathrooms, latrines and urinals, with adequate water supply, for his staff and workmen directly or through sub-contractors employed on the Works at the location authorized by Engineer. No labour camp shall be allowed at work site or any unauthorized place. The Contractor at his own cost shall maintain all campsites in a clean and sanitary condition. The Contractor shall obey all health and sanitary rules and regulations, and carry out at his cost all health and sanitary measures that may from time to time be prescribed by the Local/Medical Authorities and permit inspection of all health and sanitary arrangements at all times by the Employer, Engineer and the staff of the local municipality or other authorities concerned. Should the Contractor fail to provide adequate health and sanitary arrangements these shall be provided by the Employer and the cost recovered from the Contractor. The Contractor shall at his own cost, provide First Aid and Medical facilities at the Labour Camp and at work sites on the advice of the Medical Authority in relation to the strength of the Contractor’s staff and workmen, employed directly or through sub-contractors. The Contractor shall at his own cost, provide the following minimum requirements for fire precautions:

- Portable Fire Extinguishers
- Manual Fire Alarms
- Water Supply for use by the Fire Service.

The Contractor at his own cost shall provide necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers. He should also ensure that electrical installations are done by Trained Electricians. These installations shall be

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maintained and daily maintenance records must be made available for inspection of the Engineer.

4.11.3. Camp Discipline

The Contractor shall take requisite precautions, and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen, and others, employed directly or through sub-contractors. These precautions shall be for the preservation of the peace and protection of the inhabitants and security property in the neighbourhood of the Works. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site, during the tenure of the work, the expenses thereof shall be borne by the Contractor and if paid by the Employer, shall be recoverable from the Contractor. The sale of alcoholic drinks or other intoxicating drugs or beverages upon the work, in any labour camp, or in any of the buildings, encampments or tenements owned or occupied by, or within the control of, the Contractor or any of his employees directly or through subcontractors employed on the work, shall be forbidden, and the Contractor shall exercise his influence and authority to secure strict compliance with this condition. The Contractor shall also ensure that no labour or employees are permitted to work at the site in an intoxicated state or under the influence of drugs. The Contractor shall remove from his camp such labour and their families, as refuse protective inoculation and vaccination when called upon to do so by the Engineer on the advice of the Medical Authority. Should Cholera, Plague or any other infectious disease break out, the Contractor shall at his own cost burn the huts, bedding, clothes and other belongings of or used by the infected parties. The Contractor shall promptly erect new huts on healthy sites as required by the Employer, within the time specified by the Employer, failing which the work may be done by the Employer and the cost recovered from the Contractor.

4.11.4. Labour Accommodation

The Contractor shall provide living accommodation that is equal to or exceeds the minimum criteria established in the following subsections, needed to house his staff, workers employed directly or through sub-contractors. The buildings shall be constructed so as to have a minimum life of not less than the length of the Contract.

- a. The roofs shall be watertight and laid with suitable non-flammable materials permissible for residential use under local regulations and for which the consent of the Engineer has been obtained.
- b. Each hut shall have suitable ventilation. All doors, windows, and ventilators shall be provided with security leaves and fasteners. Back-to-back units may be avoided.
- c. The minimum height of each unit shall be 2.10m and shall have a separate cooking place.
- d. Suitable no. of common toilet/bath shall be provided.

4.11.5. Water Supply

The Contractor shall provide an adequate supply of water for the use of labourers in the Camp. The provision shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which be of metal or masonry shall be provided. The Contractor shall also at his expense make arrangements for the provision and laying of water pipe lines from the existing mains wherever available and shall pay for all the fees and charges thereof.

4.11.6. Drainage

The Contractor shall provide efficient arrangements for draining away sewage water so as to keep the camp neat and tidy. Surface water shall be drained away from paths and roads and shall not be allowed to accumulate into ditches or ponds where mosquitoes can breed.

4.11.7. Sanitation

The Contractor shall make arrangements for conservancy and sanitation in the labour camps according to the rules and regulations of the Local Public Health and Medical Authorities. The Contractor shall provide a sewage system that is adequate for the number of residents in the camp, and which meets the requirements of the Municipality Authorities.

Section 5: GENERAL CONDITIONS OF CONTRACT

NOIDA METRO RAIL CORPORATION LTD.

(A joint venture of Govt. of India and Govt. of U.P.)

**AS PER NEW NMRC
GENERAL CONDITIONS OF
CONTRACT (JUNE-2020)
(Page No.1-80)**

NOIDA METRO RAIL CORPORATION LTD.

Block – III, 3rd Floor, Ganga

Shopping Complex, Sector-

29, Noida – 201 301,

District Gautam Budh Nagar, Uttar Pradesh, India

Section 6: SPECIAL CONDITIONS OF CONTRACT
NOIDA METRO RAIL CORPORATION LIMITED

E-Tender No. NMRC/BALLAST TRACK/126(R2)/2021

“Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida”

SPECIAL CONDITIONS OF CONTRACT

Issued by:

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

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Special Conditions of Contract (SCC)

S. No.	Reference to GCC Sub Clause No.	Description
1	Sub-Clause 1.5	<p>Contract Agreement</p> <p>The Form of Contract Agreement shall be in the format given in Section-8.</p>
2	Sub-Clause 3.2	<p>Functions of Engineer</p> <p>In addition to the duties mentioned in Clause 3.2 of General Conditions of Contract:</p> <ul style="list-style-type: none"> (i) Shall watch and inspect the Works, monitor and examine any material to be used and workmanship employed by the Contractor in connection with the Works; (ii) Shall carry out such duties and exercise such powers vested in the Engineer in accordance with the provisions of the Contract; (iii) Shall issue instructions which in his opinion are necessary for the execution of the Works; and (iv) May issue any other instruction which in his opinion is desirable in connection with the Works. <p>In case The Engineer is an employee of any agency hired by the Employer, the Engineer shall take the approval of the Employer for all technical and financial matters otherwise he shall be deemed to have taken the approval of the Employer.</p>
3	Sub-Clause 4.2.1	<p>PERFORMANCE SECURITY</p> <p>The amount of Performance Security for this contract will be 10% of contract value as stipulated in the GCC. If the contract value increases by more than 25% of the original contract value, the Performance Security will be increased accordingly for complete revised value on every increase.</p> <p>The scheduled foreign bank or scheduled commercial bank in India must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the BG will invariably be sent by the issuing bank to the Employer’s Bank through SFMS and only after this, the BG will become operative and acceptable to the employer. It is, therefore, in the own interest of the contractor to obtain Employer’s bank IFSC Code, it’s branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the Employer’s Bank.</p>
4	Sub-Clause 4.4	<p>Coordination with other Contractors</p> <p>The contractor for this package shall plan and execute work in coordination and in cooperation with other contractors working for adjacent/other packages.</p>
5	Sub-clause 4.5	<p>Sub-contractors</p> <p>Subcontracting is not permitted in this contract.</p>
6	Sub-Clause 4.10	<p>Sufficiency of Tender</p> <p>The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.</p> <p>The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the items of works executed as per BOQ.</p>

7 Sub-Clause 4.11 Access Route

All operations for the execution of the Works shall be carried out so as not to interfere unnecessarily with the convenience of the public or the access to public or private roads or footpaths or properties owned by the Employer or by any other person.

The Contractor shall select routes, choose and use vehicles so that movement of Contractor's Equipment, Plant and Materials from and to the Site is limited so that traffic is not delayed and damage to highways and bridges are prevented. If there is any delay or damage or injury, the cost of rectification or reconstruction of highways or bridges shall be borne by the Contractor. The Contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters

8 Sub-Clauses 4.13 Manufacture, Installation and Construction Methods

The Contractor shall submit complete documents and information pertaining to the methods of manufacture, installation and construction which the Contractor proposes to adopt or use, (and if applicable such calculations of stresses, strains and deflections and the like that will or may arise in the Works or to the other works comprising the Project or any parts thereof during installation from the use of such methods). The Engineer will then check to see whether, if such methods are adhered to, the Works can be executed in accordance with the Contract and without detriment to the Works (when completed) and to other works comprising the Project and in a manner which minimises disruption to road and pedestrian traffic.

The Engineer shall inform the Contractor in writing within 21 days after receipt of the above information;

- (a) that the Contractor's proposed methods of manufacture, installation and construction have the consent of the Engineer; or
- (b) in what respects, in the opinion of the Engineer the Contractor's proposed methods of manufacture, installation and construction:
 - (i) fail to comply with the Employer's Requirements and/or the Definitive Design and/or the Final Design;
 - (ii) would be detrimental to the Works and/or to the other works comprising the Project;
 - (iii) do not comply with the other requirements of the Contract;
- (c) as to the further documents or information which are required to enable the Engineer to properly assess the proposed methods of manufacture, installation and construction.

In the event that the Engineer does not give his consent, the Contractor shall take such steps or make such changes in the said methods or supply such further documents or information as may be necessary to meet the Engineer's requirements and to obtain his consent. The Contractor shall not change the methods of manufacture, installation and construction which have received the Engineer's consent without further review and consent in writing of the Engineer.

Notwithstanding the foregoing provisions of this Clause, or that certain of the Contractor's proposed methods of manufacture, installation and construction may be the subject of the consent of the Engineer, the Contractor shall not be relieved of any liability or obligation under the Contract.

9 Sub-Clauses 4.16 and 6.7 Safety Precautions

The Contractor is required to make himself aware of all the requirements of the Employer’s Safety, Health and Environmental Manual(O&M-Civil) in this regard and comply with them. The Site Safety Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance with Sub-Clauses 4.16 and 6.7 of General Conditions of Contract.

10 Sub-Clause 4.17 Protection of the Environment

The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall, so conduct his cleaning operations, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions

Where destruction, scarring, damage or defacing may occur as a result of operations relating to construction and maintenance activities, the same shall be repaired, replanted or otherwise corrected at Contractor’s expense. All work areas shall be smoothed and graded in a manner to confirm to natural appearance of the landscape as directed by the Engineer.

All trees and shrubbery, which are not specifically required to be cleared or removed for cleaning purposes, shall be preserved and shall be protected from any damage that may be caused by Contractor’s cleaning operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term “injury” shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Contractor’s expenses.

The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to monitor and conduct tests to verify that the Site Environmental Plan is being properly and fully implemented

11 Sub-Clause 4.18 Electricity and Water

Electricity and water shall be arranged by the contractor on his own and at his cost.

If available, the Employer may provide Water supply and Electricity on chargeable basis. The contractor shall make his own arrangements to tap the Electricity from the nominated and existing sockets/ points. The contractor shall tap the Electricity as per IE Rules & IE Act (Latest) duly complying all safety precautions and under following conditions:

- a)The contractor shall submit a full scheme for the requirement of electricity & water. If the scheme mentions Electricity requirement which is beyond the capacity of the Employer, in that case the contractor shall make his own arrangements/ alternative arrangements.
- b)The Contractor should make his own arrangements to draw the water from the available water point to the working place without affecting the premises.

12 Sub-Clause 4.19 Employer Supplied Machinery and Materials

The Employer will not provide any machinery or materials under the Contract.

13 Sub Clause 4.27 Security of the Site

The Contractor shall take all measures necessary to ensure such security, including exercising control over all persons and vehicles which are employed or engaged on the Site or in connection with the Works or the other works comprising the Project and with the security arrangements applicable to any other site within the Project.

The Contractor shall arrange the issue of passes for the admission of all persons and vehicles to the Site or to any part thereof and may refuse admission to or remove from the Site any person or vehicle failing to show an appropriate pass on demand to any duly authorised person.

If required by the Engineer, the Contractor shall submit a list identifying all persons to whom passes have been issued together with two photographs of each person and all entities to which a pass has been issued in respect of any vehicle and shall satisfy the Engineer of the bonafides of any such person or entity.

The Contractor shall not, without the written permission of the Engineer or otherwise in accordance with the Contract, allow access to the Site to any person unless the presence on Site of such person is necessary in connection with the execution of the Works or with the discharge of the duties of any relevant authority.

For the purposes of this Clause only, "Site" shall include off-Site places of manufacture or storage and the Contractor's Work Areas and shall include, areas provided to the Contractor by others.

14 Sub-Clause 5.3 Submission of Documents

The Contractor shall submit drawings and documents, as required by the Contract, to the Engineer in accordance with any submittal schedule agreed with the Engineer. This submittal shall be made sufficiently before the Works are to be carried out to give the Engineer and the Employer reasonable time to examine the drawings or other documents, to prepare comments and for any changes to be accommodated by the Contractor.

Where the consent of the Engineer is required, the Engineer shall notify the Contractor in writing of his decision either within such period as may expressly be stipulated in the Contract or otherwise within a reasonable time.

The Operation and Maintenance Manuals and drawings submitted by the Contractor shall, if required, be updated by him during the Defects Liability Period and re-submitted for review by the Employer's Representative.

15 Sub-Clause 6.0 Training of Contractor's Employees / Staff / Workers

Contractor shall provide a training / workshop on Safety, Health & Environment (SHE) to all its workers/ employees/ subcontractors at the time of induction as per required of condition of contract on Safety, Health and Environment. Before posting any of his workers/ staff/ employees/ subcontractors, the contractor shall give a certificate that the said person had undergone the requisite SHE training.

16 Sub-Clause 6.4 Labour Laws and NMRC Labour Welfare Fund

(a) The Contractor shall, if required by the Employer, deliver to the Engineer or to his office; a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor for the entire work.

The contractor must ensure compliance of all the labour laws including obtaining labour licence and registration of workers with BOCW Board.

- (b) In case of death of staff, the agency is required to deposit ₹1,00,000/- in NMRC Labour welfare fund to enable NMRC to release ₹2,00,000/- for heir apparent as immediate relief to his dependent. Subsequently agency should facilitate compensation on priority. Violation of these basic provisions shall attract a penalty of 5% of contract value and repeated violations shall lead to termination of contract.
- 17 Sub-Clause 6.6 Housing Facilities**
The Contractor shall have to make his own arrangements for housing facilities for his staff.
- 18 Sub-Clause 6.7 Health and Safety**
Contractors are required to have tie-up with well equipped reputed hospitals having facilities of MRI, CT Scan, Ultrasound, Blood Bank, specialist Doctors like neurosurgeon, orthopaedic as mandatory requirement and fire station located in the neighbourhood for attending to the casualties promptly and emergency vehicle kept on standby duty during the working hours for the purpose.
- 19 Sub Clause 7.0 Quality Control**
The Contractor shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the Contract, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance.
- The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented. No extra payment shall be made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price.
- 20 Sub Clause 10.1 Defect liability period**
The Defect liability period (DLP) shall be **12 months** from the date of issue of the latest Taking over Certificate for the whole of the works.
- Work by persons other than the Contractor.**
If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall, in the opinion of the Engineer, be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Engineer may authorise the carrying out of such remedial or other work by a person other than the Contractor. If the remedial or other work so authorised by the Engineer is work, which, in the Engineer's opinion, the Contractor was liable to do under the defect liability period Contract, all expenses properly incurred in carrying out the same shall be recoverable by the Employer from the Contractor, provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.
- 21 Sub-Clause 11.1 Contract Price & Payment**
In respect of All Inclusive Contract
Sub-Clause 11.1.1 The Contract Price, subject to any adjustment thereto in accordance with the contract conditions, shall be all inclusive (including all taxes, duties, royalties etc.)
Change in Taxes Duty
Sub-Clause 11.1.4 (a) "Change in Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender.
(i) new tax which is imposed on Composite Works Contractors applicable on Metro Project.
(ii) Change in the rate of GST on Composite Works Contractors

applicable on Metro Project as Per GST Act.

- (b) The Contract Price shall be adjusted due to any of the above two conditions. Adjustment in contract price will be applicable up to the stipulated date of completion of work including the extended period of completion where such extension has been granted under sub clause 8.4.1 of GCC or it is specifically mentioned that extension is with adjustment for changes as stated above.
- (c) If the extension of contract period is on account of contractor's fault under Sub-clause 8.4.3 of GCC, no compensation shall be made towards upward revision towards “change in Taxes/Duty (taking place during the said extended contract period)” as mentioned at Sl. No. (a) (i) & (ii) above, during the original contract period or extended contract period shall be on employer's account.
- (d) Any other changes (except on account of clause (a) (i) & (ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause provided in the Contract and in Contract where Price Variation clause s not provided, the impact on any other change (except on account of clause (a) (i) & (ii) above in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price.
- (e) Also, the contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the contract and Indian rupees from the last date of submission of tender.

22 Sub clause 11.1.3 Price Variation

This is a fixed price contract and no Price Variation is admissible in this contract.

23 Sub-Clause 11.2 Advance

No Advance is admissible in this contract.

24 Sub-Clause 11.6 Payment

For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with a recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.

The payment shall be made on a monthly basis for the activities carried out as per the work orders in a month. At the end of the month, the contractor shall submit necessary documents & Bill in the standard format for payment.

25 Sub-Clause 15.0 Insurance

- (a) All of the contractor's employees drawing monthly wages up to ₹21,000/-or as applicable as per the enhanced limit, shall have to be covered under ESI. The Contractor shall take insurance policy as specified in the Employee's Compensation Act only for those employees who are not covered by ESI.
- (b) The contractor shall insure against liability to third parties in the joint name of the Employer and the contractor for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer, staff of other contractor working in the premises, contractor's staff under sub clause above which may arise out of the performance of the contract. The insurance shall be at least for the amount of ₹7,50,000/- for each incident.

- (c) Insurance cover for Contractor's All Risk shall be full value of Contract price.

26 Sub-Clause 18.1

Notices and Instructions

The Contractor shall furnish to the Employer/Engineer the postal address of his office at Delhi NCR. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Contractor.

The Contractor shall establish an office in the Delhi NCR in consultation with the in charge for planning, coordination and monitoring the progress of the Work and intimate the same in writing to in charge. In addition, the Contractor may set up field offices at convenient and approved locations for coordination and for monitoring the progress of fieldwork at his own cost.

7. Section 7: Technical Specification of Ballast

7.1(1) Contractor should provide sieve Mesh 20MM, 40MM, 65MM and measurement box as per Ballast specification.

7.1 (2) Size of measurement box and sieve Mesh.

Mesh all three types = 100X70X10 cm

Box Wooden = 30X30X30 cm (inside)

7.1 (3) Tolerance of mesh as per Ballast specification.

7.2 General

Ballast is a high-quality crushed stone with desired specifications placed immediately beneath the sleeper and performs the following functions.

- Distribute the load from the sleeper to the formation.
- Provide elasticity.
- Offers lateral and longitudinal stability to the track.
- Facilities easy drainage and
- Affords a convenient medium for packing the track to maintain line and level.

7.3 TYPE OF BALLAST

Granite, quartz, trap, sand stone etc. is used as stone ballast.

7.4 SIZE

50 mm gauge stone ballast is used for all types of sleepers including point and crossing.

7.5 SPECIFICATIONS

50mm gauge ballast- physical properties

Ballast should be hard, durable and as far as possible angular along edges, free from weathered portions of parent Rock, organic impurities and inorganic reduces. Ballast should conform to standard specification.

The following requirements should be ensured

- Aggregate Abrasion value - 30% max
- Aggregate Impact value - 20% max
- Flakiness Index - 50% max
- Elongation Index - 50% max

- Particle size distribution as under

Square mesh Sieve Percentage retained

65mm	5%
40mm	40% to60%
20mm	Not less than98%

7.6. BALLAST PROFILE / SECTIONS/ DEPTH OF CUSHION

Minimum depth of ballast cushion under the sleepers should be asunder:

	BG	SG
- Main line (under lower rail)	300mm	300mm
- Depot (under lower rail)	250mm	200mm

Recommended Ballast shoulder profile is shown in Fig 9.1 for BG & 9.1 A for Standard Gauge Tracks respectively.

7.7 BOTTOM BALLAST

This concept of a layer of ballast laid directly on to the prepared support structure, It Shall be laid in layers of loose ballast of maximum of 100 mm, each layer being compacted by a smooth vibrating roller with a minimum static load of 4 KN per 100 mm width or similar.

The bottom ballast shall not be more than 200 mm above the supporting structure. The sleepers shall be laid out on the bottom ballast at the specified spacing. Track may be pre-assembled into panels and the pre-assembled panels laid directly on the prepared bottom ballast. When the top ballast is regulated, the track shall be lifted, leveled and aligned. The top ballasting, regulating, tamping and lining by on track machines shall be repeated in stages of maximum 50 mm until the track is at the desired horizontal and vertical alignment.

7.8 LIST OF SKETCHES

FIG 9.1 Cross Section of Track with recommended ballast profile for Broad Gauge.

Fig 9.1A Cross Section of Track with recommended ballast profile for Standard Gauge.

7.9. SIZE

50 mm gauge stone ballast is used for all types of sleepers including point and crossing.

7.10. SCOPE

This specification will be applicable for stone ballast to be used for all type of slippers on normal track, turnouts, and deck slab etc.

7.11. DETAILED SPECIFICATIONS

7.11.1. BASIC QUALITY:

Ballast should be hard durable and as far as possible angular along edges/ corners, free from weathered protons of parent rock, organic impurities and in organic residues.

7.11.2. Particle Shape:

Ballast should be cubical in shape as far as possible. Individual pieces should not be flaky and should have generally flat faces with not more than two rounded/ sub rounded faces.

7.11.3. Mode of manufacture:

Only machine crushed ballast shall be accepted.

7.11.4. Physical properties:

Ballast sample should satisfy the following physical properties in accordance with IS: 2386 Pt. IV- 1963.

- Aggregate Abrasion value: 30%max
- Aggregate Impact value;20%

The “Water absorption” tested as per IS 2386 Pt 111-1963 should not be more than 1%

7.11.5. SIZE AND GRADATION:

Ballast should satisfy the following size and gradation:

- a) Retained on 65mm sq. Mesh sieve 5% Maximum
- b) Retained on 40mm sq. Mesh sieve 40% -60%
- c) Retained on 20mm sq. Mesh sieve not less than 98%

7.11.6. Over size ballast:

- (i) Retention on 65 mm square mesh sieve a maximum of 5 percentage ballast retained on 65 mm sieve shall be allowed and no deduction in payment shall be made for this.
- (ii) In case ballast retained on a 40 mm square mesh sieve exceeds the 60% age limit prescribed in 2.3.1(b) above, payment at the following reduced rates shall be made for the full stack.
 - a. 95% of payable rates if retention on 40 mm sq. mesh sieve is between 60 % (excluding) and 65%(including).
 - b. 90% of payable rates if retention on 40 mm sq. mesh sieve is between 65 % (excluding) and 70%(including).
- (iii) In case retention on 40 mm square mesh exceeds 70% the stack shall be rejected.

7.11.7. Under Size Ballast:

The ballast shall be treated as under size and shall be rejected if: -

- (i) Retention on 40 mm square mesh sieve is less than 40%
- (ii) Retention on 20 mm square mesh sieve is less than 98%

7.11.8. Method of sieve analysis:

- (i) The screen for sieving the ballast shall be square mesh and shall not be less than 100 cm in length, 70 cm in breadth and 10 cm in height on side. The following tolerance in the size of holes for 65, 40 and 20mm sieve shall be permitted:

65mm square mesh sieve	Plus minus 1.5mm	40mm square mesh sieve	Plus minus 1.5mm
40mm square mesh sieve	Plus minus 1.0mm	20mm square mesh sieve	Plus minus 1.0mm

The square-ness of the individual hole in the sieve viz. 65, 40 and 20 mm should be insured. The sieves to be used for the Ballast measurement shall be obtained from suppliers approved by NMRC.

- (ii) While carrying out sieve analysis, the screen shall not be kept inclined, but held horizontally and shaken vigorously. The pieces of ballast retained on the screen can be turned with hand to see if they pass through but should not be pushed through the sieve.
- (iii) The percentage passing through or Retained on the sieve shall be determined by weight.

7.12. METHOD OF MEASUREMENT

7.12.1. STACK MEASUREMENT

Stacking shall be done on a neat, plain and firm ground with good drainage. The height of the stack shall not be less than 1 m. Top width of the stack shall not be less than 1 m. Top of the stack shall be kept parallel to the ground plane. The side slopes of the stack should not be flatter than 1:5:1 (Horizontal: Vertical). Cubical content of each stack shall normally be not less than 30 cum. Each stack shall be numbered.

7.12.2. SHRINKAGE ALLOWANCE:

Payment shall be made for the gross measurement in stacks without any deduction for shrinkage/voids.

7.12.3. SAMPLING AND TESTING

A minimum of three samples of ballast for sieve analysis shall be taken for measurement done on any particular date even if the numbers of stack to be measured are less than

“RFP for Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida”

that.

The test viz, determination of abrasion value impact value and water absorption should be done through approved Laboratories.

In order to ensure supply of uniform quality of ballast, the following norms shall be followed in respect of sampling, testing and acceptance.

On supply of the first 100 cum, the tests for size, gradation, abrasion value, impact value and water absorption shall get done in any approved laboratory. Further supply shall be accepted only after this ballast satisfies specifications for these tests.

Subsequent test shall be carried out as follows:

Supply in stacks

	For stack of volume less than 100 cum	For stack of volume more than 100 cum
(a) Size and gradation tests		
-No. Of tests	One for each stack	One for each stack
- Size of one sample	**0.027 cum	**0.027 cum for every 100 cum or part thereof
(b) Abrasion value, Impact Value and water absorption test		One test for every 2000 cum
@ Testing frequency		

** The sample should be collected using a wooden box of internal dimension 0.3mx0.3mx0.3m from different parts of the stack.

@ These tests shall be done for the purpose of monitoring quality during supply.

The above tests may be carried out more frequently if warranted at the discretion of NMRC.

"RFP for Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida"

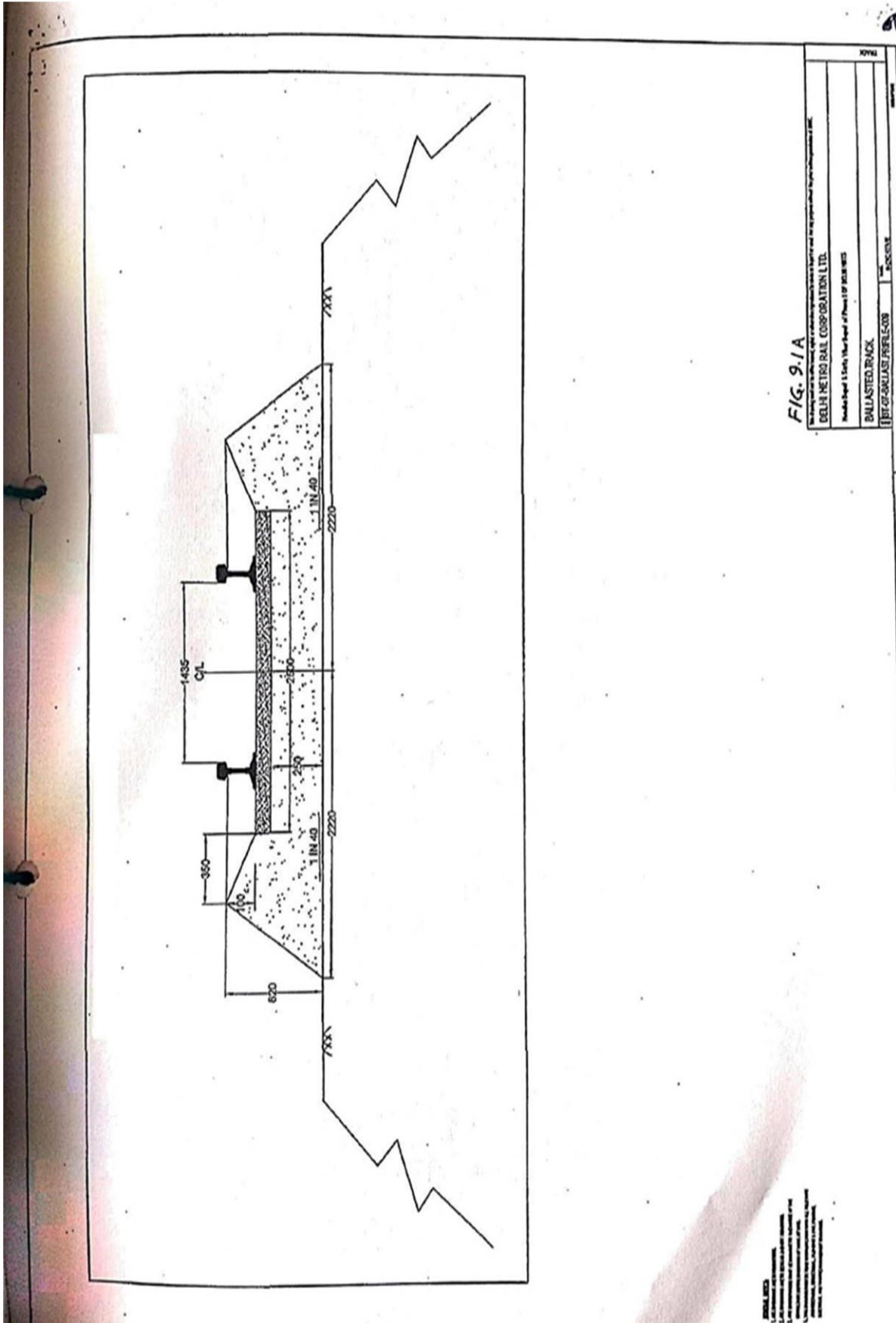


FIG. 9.1A

<small>These drawings are the property of BELM Metro Rail Corporation Ltd. and are not to be reproduced or used in any form without the prior written permission of BELM Metro Rail Corporation Ltd.</small>	
BELM METRO RAIL CORPORATION LTD.	
<small>Head Office: Sector-34, Greater Noida, U.P. 201308</small>	
RAIL/ASTD/BNK	
TOP OF BALLAST PROFILE-03	
<small>Scale</small>	<small>Project No.</small>
<small>Sheet No.</small>	<small>Date</small>

SCALE: 1:50
 1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 3. THE DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE ENTIRE LENGTH OF THE TRACK.
 4. THE DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE ENTIRE LENGTH OF THE TRACK.
 5. THE DIMENSIONS ARE TO BE MAINTAINED THROUGHOUT THE ENTIRE LENGTH OF THE TRACK.

8. Section 8: Draft Contract Agreement.

THIS AGREEMENT made on the day of2021 at Noida, District GautamBudh Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as “NMRC”), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066 849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida - 201301, District Gautam Budh Nagar, Uttar Pradesh, India** represented by.....Of the company, by virtue of his designation and authorization by **Shri....., Managing Director, NMRC** (here in after called as the Employer), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

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

The Corporation and the Contractor agree as follows:

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

Reference:

- (i) Tender No. Dated
- (ii) Bid Documents duly accepted and submitted by dated
- (iii) The Bidding Documents which include all the Sections specified below:
 - a. Section 1: General Information
 - b. Section 2: Terms of Reference
 - c. Section 3: Instructions to Bidders
 - d. Section 4: Eligibility, Evaluation and Selection Process
 - e. Section 5: General Conditions of Contract (GCC)
 - f. Section 6: Special Conditions of Contract
 - g. Section 7: Technical Specifications
 - h. Section 8: Draft Contract Agreement
 - i. Section 9: Appendices
 - j. Section 10: Forms
 - k. Amendment/ Modification, if any
- (iv) Notice of Award (.....) issued by NMRC
- (v) Letter of Acceptance of NOA (.....) given byto NMRC.
- (vi) Any other admitted correspondence documents between NMRC and the Bidder.

3. Duration of Contract

The Corporation intends to appoint a Contractor to NMRC for a period of 1 (one) year, which may be extended for a further period of 6 (six) months after reviewing the performance of the Contractor and

“RFP for Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida”

depending upon the requirement and administrative convenience of NMRC in mutual agreement with the Bidder.

4. Price Schedule

NMRC shall consider the following Total Contract Price, as quoted by the Contractor as part of the financial bid.

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

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

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

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

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Corporation

In the presence of:

In the presence of:

Sign of Witness 1 _____

Sign of Witness 1 _____

Name _____

Name _____

Address _____

Address _____

Sign of Witness 2 _____

Sign of Witness 2 _____

Name _____

Name _____

Address _____

Address _____

9. Section 9: Appendix

9.1. Appendix 1: Metro Alignment



Fig: The Existing Metro Line

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

Sr. No.
1.

Name of Place
N-GN Depot

9.2. Appendix 2: Quality Assurance

The Contractor shall implement a Project Quality Management Plan in accordance with ISO9001 “Quality System – Model for Quality Assurance in Design/Development, Production, Installation and Servicing” to ensure that all materials, workmanship, plant and equipment supplied and work done under the contract meets the requirements of the contract. This plan shall apply to all activities related to the quality of items, including designing, purchasing, inspecting, handling, assembling, testing, storing and shipping of materials and equipment and different elements of maintenance work and installation of system components.

The Quality Plan to be prepared by the Contractor and submitted to the Engineer shall follow the requirements of ISO 9000 and address each element therein.

Registration of the Contractor’s organization, or subcontractors or sub – consultants is not required for this Project but the Project Quality Management Plan as submitted shall meet the intent of the ISO 9000 requirement in that there is a comprehensive and documented approach to achieving the project quality requirements.

Quality Assurance Management Plan

The Project Quality Management Plan (PQMP) shall as a minimum address the quality system elements as required by ISO 9001, generally noting the applicability to the Contractor’s Works programme for the project. Procedures, or Quality Plans to be prepared by others (Suppliers, Subcontractors and Sub-consultants) and their incorporation in the overall PQMP shall be identified.

The Contractor shall provide and maintain a Quality Assurance Plan (QA) to regular methods, procedures, and processes to ensure compliance with the Contract requirements. The QA Plan, including QA written procedures, shall be submitted to the Engineer for his review.

Adequate records shall be maintained in a readily retrievable manner to provide documented evidence of quality monitoring and accountability. These records shall be available to the Employer at all times during the term of the Contract and during the Defects Liability Period and for a five-year period thereafter.

The Plan shall identify:

- a. Design Process: that control, check and verify the accuracy, completeness and integration of the design shall be performed by certified personnel and in accordance with documented procedures that have the written constant of the Engineer.
- b. Special Processes: that control or verify quality shall be performed by certified personnel and in accordance with documented procedures that have the written constant of the Engineer.
- c. Inspection and Test: Inspection and testing instructions shall provide for reporting non-conformance or questionable conditions to the Engineer, Inspection shall occur at appropriate points in the installation sequence to ensure compliance with drawings, test specifications, process specifications, and Quality standards. The Engineer shall designate, if necessary, inspection hold points into installation or inspection planning procedures.
- d. Receiving Inspection: These procedures shall be used to preclude the use of nonconforming materials and to ensure that only correct and accepted items are used and installed.
- e. Identification and Inspection Status: a system for identifying the progressive inspection status of equipment, materials, components, subassemblies, and assemblies as to their acceptance, rejection, or non - inspection shall be maintained.
- f. Identification and Control of Items: an item identification and traceability control shall be provided.
- g. Handling, Storage, and Delivery: provide for adequate work, surveillance and inspection instructions.
- h. The Plan shall ensure that conditions adverse to quality such as failures, main functions, deficiencies, deviations and defects in materials and equipment shall be promptly identified and corrected.
- i. The Plan shall provide for establishing and maintaining an effective and positive system for controlling non-conforming material including procedures for the identification, segregation, and disposal of all non-conforming material. Dispositions for the use or repair of nonconforming materials shall require the Engineers constant.

Plan Implementation and Verification

The Plan shall clearly define the QA Organisation. Management responsibility for the QA shall be set forth on the Contractor’s policy and organisation chart. The Plan shall define the requirements for QA personnel, their skills and training. Records of personnel certifications shall be maintained and monitored by the QA personnel. These records shall be made available to the Engineer for review, upon request.

The QA operations shall be subject to the Engineers, Employer or Employer’s authorised representative’s verification at any time, including: surveillance of the operations to determine that practices, methods and procedures of the plan are being properly applied; inspection to measure quality of items to be offered for acceptance; and audits to ensure compliance with the Contract documents.

The Contractor’s Quality Audit Schedule shall be submitted to the Engineer for consent every three months or more frequently as required.

The results of Quality Audits shall be summarized in the Contractor’s monthly reports.

The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out on-site and off-site surveillance of Quality Assurance Audits to verify that the quality system which has the consent of the Engineer is being implemented fully and properly.

9.3. Appendix3 -: Indemnity by contractor individually

INDEMNITY

(To be filled by Contractor staff individually prior to their deployment on site)

I hereby agree and undertake that I have understood all the safety rules and procedures and I will abide by all safety rules and procedures. I declare that I will be responsible for any safety violations/accident etc. NMRC will not be responsible in case of any accident/incident and will not compensate financially or otherwise. I shall not raise any claim against NMRC.

.....

Name of Indemnifier

.....

Signature of Indemnifier

.....
NAME OF CONTRACTOR

.....
SIGNATURE OF CONTRACTOR

9.4. APPENDIX 4: Indemnity by contractor within seven days of issue of LOA

INDEMNITY

(To be filled and submitted by Contractor within seven days of issue of LOA)

I on behalf of M/s..... hereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/s..... will abide by all safety rules and procedures. I declare that I M/s..... will be responsible for any safety violation/accident etc. NMRC will not be responsible in case of any accident and will not compensate financially or otherwise. I M/s..... declare that all the claim raised by staff deputed by me, shall be borne by me only. All the prescribed uniforms and PPE shall be provided free of cost to staff deployed by me. No claim shall be raised with NMRC in this regard.

I hereby declare that I am solely responsible on behalf of M/s..... for giving such declaration.

.....

Name of Indemnifier

.....

Signature of Indemnifier

10. Section 10: Forms of Tender.

10.1 Form 1: Letter of Proposal Submission

[Location, Date]

To

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

Subject: Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida.

Dear Sir,

We, the undersigned, offer to provide the Procurement Stacking & Leading Out 65mm Ballast at Noida Metro Rail Corporation Ltd. N-GN Corridor in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

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

We confirm and declare that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount.

We have filled the complete information correctly in **Form 19: Bid Details**

Authorized signatory

Name:

Date:

Name of the Bidder with seal

10.2. Form 2: Firm Details

- 1 **Title and name of the Project: RFP for Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida.**

- 2 State the structure of the Bidder's organization (Bidders to complete/delete as appropriate) Sole Bidder

- 3 For Bidders who are individual companies or firms, state the following:
Name of Company or firm:
Legal status: (e.g., incorporated private company, proprietorship, etc.)
.....
Registered address:

Year of incorporation.....

Principal place of business:
.....

Contact person:

Contact person's title:

Address, telephone, facsimile number and e-mail ID of contact person:
.....
.....
.....

- 4 **Employees Provident Fund No. (attach document proof)**

- 5 **Employees State Insurance Act in India No. (attach document proof)**

- 6 PAN (attach document proof)

- 7 GST Registration no. (attach document proof)

10.3 Form3: Capability Statement

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

Tender Reference No: _____

Name of Work: _____

Name of Bidder: _____

S.No. ELIGIBILITY CRITERIA

(To be filled by the Bidder)

- | | | |
|---|--|---------|
| 1 | Sole proprietorship, registered partnership firm, public limited company, private limited company can submit the Bid. The firms and the companies should be registered in India. | Yes/ No |
| 2 | The Bidder should have a minimum experience of having satisfactorily completed similar works during last 5 (Five) years period ending last day of month previous to the one in which the bids are invited should be either of the following
i. One similar completed work costing not less than the amount equal to Rs. 33,72,800.00/- (Rupees Thirty-Three Lakh Seventy-Two Thousand Eight Hundred only) or
ii. Two similar completed works each costing not less than the amount equal to Rs. 21,08,000.00/- (Rupees Twenty-One Lakh and Eight Thousand only) or
iii. Three similar completed works each costing not less than the amount equal to Rs. 16,86,400.00/- (Sixteen Lakh Eighty-Six Thousand Four Hundred only) | 5 Years |

“RFP for Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida”

- 3 The Bidder should have in the last 3 (three) Financial Years preceding the Bid Due Date -
- | | |
|--|--------------|
| | FY - 2019-20 |
| | FY - 2020-21 |
| | FY - 2021-22 |
- Minimum average annual turnover of **Rs.4216000.00/-** (Forty-Two Lakh Sixteen Thousand Only) Avg.
- 6 The Bidder should have Profit before Tax any of the financial year should be positive during immediately preceding 3 financial years.
- | | |
|--|-------|
| | FY |
| | Total |
- 8 The Bidder should be registered with the Goods and Services Tax Authorities.
- 9 The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfilment of Contractual obligation in last 5 (five) financial years.

10.4. Form 4: Work Experience

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

S. N .	Similar Contract description	Contract Identification Number	Award date & Completion date	Employer's Name, address, telephone number, e-mail etc	Role in contract		If in JV/consortium then % participation	Completion cost	Value of similar work in completed work
					Individual	JV/ Consortium			
1									
2									
3									
4									
Add required number of rows									

Authorized signatory

Name:

Date:

Name of the Bidder with seal

NOTE:

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence (Experience Certificate/Work Completion Certificate on Client's Letter Head will only be considered) which clearly mentioned the amount for the **“Procurement, Stacking & Leading out 65MM Ballast”**.
2. The tenderer shall upload details of work executed by them in the prescribed format for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof will not be evaluated.
3. Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.
4. For completed works, value of work done shall be updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
5. In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered. This is to be substantiated with documentary evidence.
6. If the above work(s) comprise(s) other works also, then client's certificate clearly indicating the amount of work done in respect of the “similar work” shall be furnished by the tenderer in support of work experience along-with their tender submissions.

10.5. Form 5: Financial Capability Details

Bidder should submit their financial details as per the following:

This is to certify that the Average Annual Turnover and Profitability of M/s..... having registered office at, as applicable, is as below:

S. No.	Financial year	Name of the Bidder	Turnover from Similar Work
1.	2021-22		
2.	2020-21		
3.	2019-20		
	Average Annual Turnover		

S. No.	Financial year	Name of the Bidder	Profitability

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____ (Name of Bidder), we M/s. _____, Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY 2019-20, 2020-21 and FY 2021-2022 is correct.

Signature and Seal of
Chartered Accountants/Statutory Auditors
(With membership no. & UDIN No.)

Authorised Signatory

(Name & Designation of Authorised Signatory)

“RFP for Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida”

In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that “The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared.”

NOTE:

1. All such documents reflect the financial data of the bidder and not that of sister or parent company.
2. The financial data in above prescribed format shall be certified by CA/ Company Auditor under his signature and stamp in original along with membership no.&UDIN no.
3. The Bidder shall provide the audited annual financial statements as required.

10.6. Form 6: Memorandum

Name of Work: Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida.

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

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

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation:

Note: To be signed by the Bidder.

10.7. Form 7: Undertaking

Name of Work: Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida.

I confirm that We (Tenderer), _____

- a. Have not been banned /declared ineligible for corrupt and fraudulent practices by any government/government-undertaking/ semi-government/ govt.-controlled institutions, any court of law having jurisdiction in India for the past 5 (five) years.
- b. Do not have any pending litigation & non-performing contracts during last 5 (five) years. Further, has not been barred by any government/government-undertaking/ semi-government/ govt.-controlled institutions
- c. Have not abandoned any work in last 5 (five) years.
- d. Have not delayed in similar work completion during orders executed in last 5 (five) years.
- e. Do not ever been terminated due to poor performance.
- f. Have not suffered Bankruptcy/ insolvency in last 5 (five) years.
- g. Have not been blacklisted/debarred by any organization.
- h. Have not been be involved in any illegal activity and/or has not been charge sheeted for any criminal act during the last 5 (five) years.
- i. Have not submitted any misleading information in the Bid.
- j. Are financially sound to perform the work.

Authorized signatory

Name:

Date:

Name of the Bidder with seal

10.8. Form 8: Power of Attorney

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

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory’s authority.

Know all men by these presents, We.....(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms..... (name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida.** in response to the RFP Document dated _____ issued by Noida Metro Rail Corporation (“NMRC” or “the Corporation”),

including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

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

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

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

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

.....
Signature and stamp of Notary of the place of execution
Common seal of..... has been affixed in my/our presence pursuant to Board of Director’s
Resolution dated.....

“RFP for Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida”

WITNESS

1.
(Signature)
Name
Designation.....

2.
(Signature)
Name
Designation.....

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and the same should be under common seal of the executants affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executants(s) in this regard.
- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Form 9: Bid Capacity Information

Name and brief particulars of contract (Clearly indicate the part of the work assigned to the applicant(s))	Name of client with telephone number and fax number	Contract Value In Rupees Equivalent (Give only the value of work assigned to the applicant(s))	Value of balance work yet to be done in Rupee equivalent as on last day of the previous month of tender submission	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work to be done during next 36 months with effect from the first day of the month of tender submission
Total							

S.No.	Financial year	Total Value of Works done as per audited financial statements
1		
2		
3		

Bid Capacity (Bidder shall calculate, mention his bid capacity and enclose the supporting calculation)

A = Rs.

N = years

B = Rs.

Assessed available bid capacity = $2 * A * N - B$

Certificate of the Chartered Accountants / Company Auditor

We, M/s _____, Chartered Accountants/ Company Auditors, certify that the above information is correct.

Name of Chartered Accountants / Company Auditor

Signature and Seal of Chartered Accountants/ Company Auditor

Membership Number & UDIN No. of Chartered Accountants/ Company Auditor

Authorised Signatory

(Name & Designation of Authorised Signatory)

NOTE:

1. The financial data in above prescribed format shall be certified by Chartered Accountant/ Company Auditor in original under his signature & stamp along with audited financial statements.
2. Value of existing commitments for on-going works during period of 36 months w.e.f. from the first day of the month of tender submission has to be uploaded by the tenderer in Form. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number.

10.10. Form 10: Saleable Form for Tender Document

Job No.

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

DETAILS OF ERNEST MONEY ATTACHED

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

BIDDER

10.11. Form 11: Declaration of Refund of Earnest Money

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

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

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

Date: Signature with Stamp/Seal

12. Form 12: Undertaking pertaining to Personnel

- We confirm to deploy Project Personnel required to achieve progress of work as per approved construction of work program and conditions mentioned in the tender document.
- We confirm to deploy man power requirement of SHE Organization as required under Conditions of contract on Safety and Health for civil works of O&M wing and confirm to deploy man power over and above the minimum numbers, if the work requires.
- The contractor shall deploy resources as per the mentioned minimum requirement in the tender and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
- These minimum resources are as per the requirements of the various activities at different stages of works. All resources need not to be mobilised simultaneously, resources as per the requirement of various stages of works shall be mobilised in accordance with the instructions of the Engineer. The decision of the Engineer shall be final and bonding.
- The performance of project personal deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the personnel is not satisfactory, the contractor shall replace them with good personnel immediately as per the directions of the Engineer.

Date:

Signature with Stamp/Seal

Form 13: Resources proposed for the O&M - Plant & Equipment

1. We hereby confirm to deploy the minimum resources as per mentioned minimum requirement in the tender document.
2. We further confirm that we shall only mobilize “Truck Transmission type” Pick and Carry Hydra Crane - 2nd Generation models, wherever Hydra Cranes will be required.
3. We confirm that the age of the following Construction Plant & Machinery has been restricted by NMRC as given below. If any of this machinery is used by us at the site, the machinery shall abide by the following age restrictions:

S.No	Construction Plant & Machinery	Maximum Permissible Age	No. of Equipment
1	Mobile Crawler Cranes	10 years	1
2	Man lifter	5 years	1
3	Mobile Tyre Mounted Hydraulic Cranes	10 years	1
4	All other plant and machinery like transit mixers, trailers, Dumpers, Boom Placer, Excavators, Pressure vessel including Air Compressors, Diesel Generator Sets, and locomotives etc.	10 years	According to requirement of site

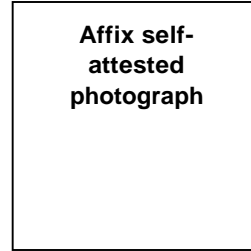
Note: These resources are for peak period of each activity. All plants and equipments need not to be mobilized simultaneously, plants and equipment's as required as per the progress of the work shall be brought at site in advance as directed by the Engineer-in-Charge.

4. We confirm to deploy resources as per the above-mentioned minimum requirement and also confirm to deploy plants & equipments over and above the minimum numbers indicated above, if the work requires so.
5. Hiring of Cranes shall be as per approved by Engineer-in-Charge. Third party certification of cranes, competency certification of the operators etc. would be required before grant of approval.

Date:

Signature with Stamp/Seal

Form 14: Proposed Personnel



NAME :

FATHER'S NAME :

DATE OF BIRTH :

PERMANENT ADDRESS :

.....

RESIDENTIAL ADDRESS :

.....

MARITAL STATUS :

EDUCATIONAL QUALIFICATION :

TECHNICAL QUALIFICATION :

EXPERIENCE :

LANGUAGE KNOWN :

NATIONALITY :

CATEGORY :

DATE:

PLACE:



SIGNATURE

(To be filled by contractor)

Attested by authorised person:

Note: A staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists for this work. The submission shall include a provisional management structure and organisation chart showing areas of responsibility, relative seniorities and lines of reporting. The proposed staffing plan shall be in conformity with the “Clause 4.3 – Personnel” of tender document.

Form 15: Obligation/ Compliance to be ensured by Contractor

Sl. No.	Items	Compliance of Contractor (To be filled by contractor)	
		Yes	No
1	License for employing contract labour		
2	Compliance of minimum wages Act by payment of wage on 7th of every month through Bank or in the presence of nominated representative of employer (NMRC Supervisor/manager)		
3 (a)	Compliance of provision of ESI & EPF Act		
3 (b)	Ensure treatment in ESI hospital in case of accident/injuries suffered in performance of work and compensation under ESI Act.		
4	Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities.		
5	Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.		

Note: - A Non- filling or “No” by contractor will lead to non-eligibility for contractor in further tendering process.

S.N	Description	Reference Clause	Requirement
i	Latest “date for commencement” of the Works	Clause 8.1 of the GCC	Date given in NOA or Employer’s Notice to Proceed
ii	Liquidated Damages	Clause 8.5 of the GCC	(i) 0.015% of contract price per day of delay in completion of whole work. (ii) Total maximum limit of LD including sums payable by the employer to designated contractors is 15% as mentioned in GCC.
iii	Insurance for workers/ employees	Clause 15.4 of the GCC	All of the contractor’s employees shall have to be covered under ESI and ECA as per Special conditions of contract.
iv	Insurance cover for Contractor’s All Risk and other requirements as specified in the GCC	Clause 15 of the GCC	100% of the Total Contract Price.
v	Amount of Third-Party Insurance	Clause 15.3 of the GCC	INR 0.75 million for any one incident, with no. of incidents unlimited.
vi	Period in which all insurances have to be affected	Clause 15.5 of the GCC	Within 1 week from the “date of commencement”

Signature of authorized signatory of Tenderer

Form16: Proforma for Clarifications / Amendments on the RFP

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

Authorized signatory

Name:

Date:

Name of the Bidder with seal

10.17. Form 17: Bid Offer/ BOQ (Format)

To,

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

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

Sub: RFP For Procurement, Stacking & Leading out 65MM Ballast at Depot N-GN Metro Corridor, Sector-34, Greater Noida.

Dear Sir,

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

I/we hereby quote the following Total price for services in rupees for providing Procurement, Stacking & Leading out 65MM Ballast Depot N-GN Metro Corridor, Sector-34, Greater Noida for a period of 1 year, payable by NMRC

BOQ:

Estimate of 65MM stone ballast procurement/stacking and leading out

Sr. No.	Description of works	No. of Quantity	Units	Rate	Amount
1	Supplying 65 mm stone ballast as per RDSO specification IRS-GE JUNE-2004 and stacking of the same for measurement in depot N-GN corridor as per direction of engineer in-charge at depot, N-GN Corridor	1000	cum	2404	2404000.00
2	Leading & Spreading and Dressing/Boxing of Ballast as per LWR profile in ballasted track with all lift and leading in depot yard N-GN Corridor	1000	cum	1812	1812000.00
Total Figure					4216000.00
Total in words					Forty-Two Lakh Sixteen Thousand Only/-

Please Note:

- 1) The Bidder with the lowest quoted cost for Development of Sports Complex in Depot of Noida-Greater Noida Corridor in the financial quoted (L1 bidder) shall be selected for the award of contract.
- 2) The Bidder shall be required to quote the percentage in the BOQ.
- 3) It will be deemed to include Duties, Taxes, GST Octroi, Royalty etc. cost of all plants, labour, supervision, materials, transport, all temporary works, erection, maintenance, utility identification, contractor’s profit and establishment/overheads, together with preparation of design and drawings, all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contracts.
- 4) The work executed against the BOQ items in would be paid on measurement basis.
- 5) The Contractor may raise their “On Account” payments on monthly basis as per the status of work on the last day of the respective month.
- 6) The financial Bid submitted is unconditional and fulfils all the requirements of the TOR.
- 7) We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfils all the requirements of the Tender Document.
- 8) Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

10.18. Form 18: Bid Details

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

S.No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Error! Reference source not found.		
4	Error! Reference source not found.		
5	Error! Reference source not found.		
6	Error! Reference source not found.		
7	Error! Reference source not found.		
8	Error! Reference source not found.		
9	Error! Reference source not found.		
10	Error! Reference source not found.		
11	Form 9: Bid Capacity Information		
12	Error! Reference source not found.		
13	Error! Reference source not found.		
14	Error! Reference source not found.		
15	Form 13: Resources proposed for the O&M - Plant & Equipment		
16	Form 14: Proposed Personnel		
17	Form 15: Obligation/ Compliance to be ensured by Contractor		
18	Error! Reference source not found.		
19	Form 17: Bid Offer/ BOQ		
20	Form 18: Undertaking as per clause 4.1b of RFP		
21	Form 19: Undertaking as per clause 4.12 of RFP		
22	Form 20: List of the Goods, Works & Services Tentatively Proposed to be offered with Local Value Addition		
23	Form 21: Bid Details		
24	Statutory proof of existence as the legal entity		
25	PAN certificate as per legal entity		
26	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years		
27	Self-attested copy of ITR		
28	Copy of GST registration certificate, EPF, ESI		
29	Any other document asked by the Employer if submitted, specify the documents Or Any other document which the Tenderer considers relevant		

