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NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

REQUEST FOR PROPOSAL (RFP)

For Supply, Installation, Testing& Commissioning of Bogie Turn Table (BTT) at Workshop Line 3 & 4 in Rolling Stock at GND

E- Tender No.: NMRC~~/RS~~/BTT~~/195R/215/2022~~
NMRC/RS/BTT/195R/~~215~~/226/2022

Aug-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

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Disclaimer

This Request for Proposal (RFP) Document (or "E-Tender" or "E-Bid") for "Contract for Supply, Installation Testing& Commissioning of Bogie Turn Table (BTT) at Workshop Line 3&4 contains brief information about the scope of work and selection process for the Bidder ('the Contractor" or "the Bidder"). 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 "the Employer") 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.

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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 the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time

d) **"Bidder"** or **"Bidder"** means any entity which is a sole proprietorship firm, a partnership firm or a company, 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) **"Earnest Money Deposit (EMD)"** means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC

g) **"NMRC"** means Noida Metro Rail Corporation Limited (or "Corporation" or "Employer")

h) **"Party"** means Contractor or Corporation (together they are called **"Parties"**)

i) **"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.

j) **"Permits"** shall mean and include all applicable statutory, environmental or regulatory Contracts, authorization, permits, consents, approvals, registrations and franchises from concerned authorities

k) **"Re. or Rs. or INR"** means Indian Rupee

l) **"Revenue Operations Date (ROD)"** means the date of operation of Metro

m) **"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 there to here in above.

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Data Sheet (Revised)

E- Tender No.: NMRC/RS/BTT/195R/226/2022

1	Name of the Bid	**Supply, Installation, Testing & Commissioning of Bogie Turn Table (BTT) at Workshop Line 3 & 4 in Rolling Stock at GND**
2	Estimated Cost of Work	INR 43,18,800.00 (including all taxes) (Rupees Forty Three Lakh Eighteen Thousands Eight Hundred only)
3	Duration of Contract	Six(06) Months
4	Method of selection	Cost Based Selection (Lowest –L1)
5	Bid Processing Fee	INR 5900/- (including GST) (Rupees Fifty Nine Hundred) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Earnest Money Deposit (EMD)	INR 43,188/- (Rupees Forty Three Thousands One Hundred Eighty Eight only).
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Corporation's official for addressing queries and clarifications	DGM (RS, Ops & E) Noida Metro Rail Corporation Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcrsandel@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**	
	Head	Key Dates
	Uploading of Bid	22.11.2022
	Pre-bid Meeting	29.11.2022 (12:00 hrs)
	Last date of issuing amendment, if any	06..12.2022
	Last Date of Bid Submission	13.12.2022 (17:30 hrs)
	Date of Technical Bid Opening	14.12.2022 (12:30 hrs)
13	JV/Consortium allowed	**Allowed**
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 by Noida and Greater Noida Authorities for planning and executing urban transport projects in Noida, Greater Noida regions. The Corporation 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 Corporation is to help create an efficient, safe, reliable, economical and affordable public transport system.

c. An elevated metro line between Noida and Greater Noida is already under advanced stages of testing.

d. NMRC invites E-Bids for **Supply, Installation, Testing & Commissioning of Bogie Turn Table (BTT) at workshop line 3&4 in Rolling Stock at Greater Noida Depot.**

e. In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this RFP 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 and financial proposal of only qualified Bidders will be opened.

1.2. About Metro 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 Sector 51 in Noida and ends up at Depot Station in Greater Noida.

1.3. Communication

All communications should be addressed to -

DGM (RS, Ops & E)
Noida Metro Rail Corporation,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301
Email: nmrcrsandel@gmail.com

2. Section 2: Terms of Reference

2.1. Objective

Execution of Supply, Installation, Testing& Commissioning of Bogie Turn Table (BTT) at Workshop Line 3&4 in Rolling Stock at GND of NMRC. The Bidder is to carry out their self-assessment in respect of their capacity in terms of machinery and finance. Similarly the scope of work may also be reduced on account of poor performance and contractor shall have no right for any claims due to reduction in scope of work.

2.2. General

2.2.1. The works shall be done in accordance with Employer's Requirements and the other requirements of the Contract.

2.2.2. The supply. Installation, testing and commissioning of BTT work shall be executed to the highest standards available using proven up-to-date good Engineering practices.

2.3. Scope of Works

The scope of the Works, in addition to those specified in the General Specification, includes the followings:

2.3.1 Design, manufacture, supply, installing, testing and commissioning of Bogie Turn Table .The Scope shall include steel beams, bearers, curb angles, bed plates and all other associated Fittings required for support of bogie turntables in the machine pit or workshop and all necessary supports, rail, bolts and fastenings for all equipment.

2.3.2 Preparation and supply of drawings, documents, samples, specimens and operation & maintenance manuals as specified.

2.3.3 Supply of resources, materials, tools, plant and manpower for fabrication, delivery, installation and testing of the equipment to meet the intended function and arrange Training of employer's engineers.

2.3.4 Where necessary, confirm license applications and statutory submissions in accordance with Enactments up to the commencement of the Defects Liability Period.

2.3.5 Maintenance of bogie turntables during DLP

The manufacture should either directly or through associate company have trained manpower and maintenance facilities in India preferably in New DELHI/GREATER NOIDA. The associate company must have at least 3 years experience of manufacturing the machine for railways/metros application or of giving after-sales service for machine used in railways/metros. The bidder shall commit to maintain at least 2 trained and skilled engineers. The competency of the trained manpower deputed for the purpose of maintenance during DLP period shall be certified by the contractor. The contractor shall submit complete credentials of associate company in compliance with this clause within 2 months of placement of order.

2.3.6 Provide spares & parts catalogue-containing details of all equipments & suppliers as mentioned in technical specifications of RFP.

It is to be noted:

a. The contractor shall plan & execute the work in such a way that the work proceeds smoothly to the satisfaction of engineer.

b. The Contractor shall attend regular coordination meetings convened by the employer/engineer for interface and adhere to the decisions taken in the meeting.

c. Access will be provided to the staff of the contractor appointed by employer for carrying out their works and bringing materials and Equipments at site. However, the security of materials and Equipments brought at the site will be the responsibility of the Contractor.

d. The Contractor shall take all necessary precautions to ensure safety of the staff, adjoining structures, materials &equipments and the work in progress as per the directions of engineer-in-charge.

e. All incidental arrangements for safe transport of Material, machine, tools etc. shall be the responsibility of the contractor. All expenditure to be incurred in this connection shall be borne by contractor.

2.3.1. In case of discrepancy among Standard codes of Practice, Technical Specifications and provision in sub-clause in this NIT, the order of precedence will be as below:

a. Provision in NIT/BOQ

b. Technical Specifications

c. Standard Code of Practice

In case of discrepancy among Standard Codes of Practice, the order of precedence will be IRS, IRC, IS, BS, DIN.

Section 3: Instructions to Bidders

3.1 General instructions

a. A Bidder shall submit only one bid in the same tendering process as an individual Bidder. A Bidder who submits or participates in, more than one bid will cause all of the proposals in which the Bidder 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 conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.

d. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.

e. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e - Bid.

f. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Corporation and/or by sending written queries to NMRC before the last date for receiving queries/clarifications.

g. NMRC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.

h. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

i. Bidders shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders shall be considered to have a conflict of interest with one or more parties in this bidding process, if:

   i. A Bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the project;

   ii. A Bidder is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph above; or

   iii. A Bidder 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 Bidder 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 Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The Bidders shall have to pay cost of bid document/ e-Tender processing fee of as mentioned in **Data Sheet** through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Tender processing fee as mentioned in **Data Sheet** will be non-refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

3.1.2 Acknowledgement by Bidder

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

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

b. received all relevant information requested from NMRC;

c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of NMRC;

d. satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations 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 enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/ e-Bid document. The Bidder`s shall have to pay e-Bid document fee and EMD as mentioned in Data sheet through RTGS/ NEFT on addresses given in data sheet. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid document fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

3.1.4 Clarifications of e-Bid

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

b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to **the DGM/RS,Ops &E/ NMRC only before or during Pre-Bid Meeting held at NMRC.** The envelopes/ communication shall clearly bear the following identification/ title "Supply installation, testing & commissioning of BTT at workshop line 3&4 in Rolling Stock." 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 **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 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 under Fraud and Corrupt Practices.

f. The Bidder 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 borne by the Bidder. 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 Bidder 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 Bidder, 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 it's on in iterative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement website http://etender.up.nic.inor 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 or NMRC's website www.nmrcnoida.comfrom 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.inor NMRC's website www.nmrcnoida.com.

3.2 Preparation and submission of Bids

3.2.1 Language of e-Bid

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

3.2.2 Documents constituting the e-Bid

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

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

iv. **Fee details -** Details of Bid processing fee and prescribed EMD

v. **Eligibility details-** Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.

vi. **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 e-Procurement website for this e-tender. There shall be a single quote.

3.2.3 Documents establishing Bidder's Qualification

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

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

3.2.4 E-Bid form

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

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-Biding 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-Biding 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-Biding system using the user login option on the home page with the login Id and password with which he/she has registered.

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

c. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).

d. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD

offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

e. Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

f. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

g. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.

h. NMRC reserves the right to cancel any or all e-Bids without assigning any reason.

3.2.9 Late e-Bid

a. Bids received by NMRC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

b. The server time indicated in the bid management window on the e- procurement website http://etender.up.nic.in will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.

c. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

3.2.10 Withdrawal and resubmission of e-Bid

a. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website http://etender.up.nic.in. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit"

button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.

b. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.

c. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website http://etender.up.nic.in. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.

d. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

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

a. Notwithstanding anything contained in this e-Bid, NMRC reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

b. NMRC reserves the right to reject any Bid if:

- At any time, a material misrepresentation is made or uncovered, or
- The Bidder does not provide, within the time specified by NMRC, the supplemental information sought by NMRC for evaluation of the e-Bid.

c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest ranking Bidder gets disqualified / rejected, then the NMRC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of NMRC, including annulment of the Selection Process.

3.2.12 Period of validity of e-Bid

a. e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by NMRC. An e-Bid valid for a shorter period shall be rejected by NMRC as non-responsive.

b. In exceptional circumstances, NMRC may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.

3.2.13 Correspondence with the Bidder

a. Save and except as provided in this e-Bid, NMRC shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.

b. Subject to Clause 3.4.5 no Bidders or its Technical Partners shall contact NMRC on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.

c. Any effort by the Bidder or by its Technical Partners to influence NMRC in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

3.3 Earnest Money Deposit

3.3.1 Earnest money deposit (EMD)

a. The Bidder 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. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.

c. Unsuccessful Bidder's EMD will be returned within 45 days of opening of the Price Bid in case of Conclusion or discharge of the tender.

d. No interest will be paid by the Employer on the Earnest Money Deposit.

e. 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.

f. 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.

g. 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 sent by e-mail provided by Bidder.

c. The financial e-Bids of technically qualified Bidders shall be opened in the presence of technically qualified bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder.

3.4.3 Correction of Errors

a. Financial Bids determined to be responsive will be checked by NMRC for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.

b. The amount stated in the Financial Bid will be adjusted by NMRC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture in accordance with Clause3.3.1f

3.4.4 Examination of e-Bid document

a. The NMRC will examine the e-Bid to determine if:
   i. They are complete;
   ii. They meet all the conditions of the contract;
   iii. The required e-Bid Processing fee, EMD and other required documents have been furnished;
   iv. The documents have been properly digitally signed; and
   v. The e-Bids are in order.

b. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

3.4.5 Contacting NMRC

a. No Bidder shall contact NMRC on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing.

b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.

c. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Metro works and legal proceeding can also be initiated. EMD of such bidders will be forfeited.

3.4.6 Confidentiality

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

b. NMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NMRC may not divulge

any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NMRC or as may be required by law or in connection with any legal process.

3.5 Award of Contract

3.5.1 Award Criteria

a. NMRC will award the contract as per evaluation criteria stated in the RFP Document.

b. NMRC will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

3.5.2 Notice of Award (NOA)

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

b. The acceptance of NOA will constitute the formation of the contract.

3.5.3 Signing of contract

At the same time as NMRC notifies the successful Bidder that it's e-Bid has been accepted, the successful Bidder shall have to sign the contract 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 Bidder or Bidders.

4 Section 4: Qualification, Evaluation and Selection Process

4.1 Eligibility Criteria

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

a. Sole proprietorship, registered partnership firm, public limited company, private limited company,JV/Consortium of any of the above can submit the Bid. The firms and the companies should be registered in India.

b. The Bidder should have a minimum experience of having satisfactorily completed similar works during last 7 (Seven) 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. 34.55 Lakh** (Rupees Thirty Four Lakh Forty Fifty Five Thousand only) or

   ii. Two similar completed works each costing not less than the amount equal to **Rs. 21.59 Lakh** (Rupees Twenty One Lakh Fifty Nine Thousands only) or

   iii. Three similar completed works each costing not less than the amount equal to **Rs. 17.27 Lakh** (Rupees Seventeen Lakh Twenty Seven thousand only)

   Similar work for this contract shall be **"Supply, Installation, Testing & Commissioning of Bogie turn Table" in any Central Govt./State Govt./PSU's or any Private Limited company of repute**

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

c. The Bidder should have minimum **average annual turnover of Rs. 43.18 Lakh** (Rupees Forty Three Lakh Eighteen Thousands only) in the last 3 (three) Financial Years **(2019-20, 2020-21, 2021-22)** preceding the Bid Due Date.
   In case of Consortium - The averages annual turnover of Consortium will be based on percentage participation of each member.
   Example: Let member 1 has percentage participation = M and Member 2 has percentage = N, Let the averages annual turnover of member 1 is A and that of member 2 is B, then average annual turnover of Consortium will be = (AM+BN/100)

d. The bidder should not be black listed /debarred/declared ineligible for corrupt and fraudulent practices by any government/ government undertaking/Semi government/ government-controlled institutions in India and should not have any disciplinary proceedings pending against the bidder in last five financial years.

   In case of Consortium: All Members should provide the Undertaking

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

f. The Profit before tax of bidder during any of the financial year should be positive during immediately preceding 3 financial years.

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

i. *The Lead Member of the Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the Consortium during full tenure of Agreement.*

ii. *Any change in percentage stake of Consortium members without prior written approval of NMRC shall be treated as Material Breach of Contract and Contractor's Event of Default entitling NMRC to encash Security Deposit/Performance Security and /or to terminate the Agreement after 30 days' notice.*

iii. *Minimum percentage stake of any member in Consortium during contract period shall not be less than 26%.*

iv. *Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of Consortium.*

v. *All members of such entity shall be jointly and severely liable for the due performance of Agreement.*

NMRC, if required, may seek clarification from bidders during the technical evaluation.

The Bidder shall also furnish the following:

a. For above criteria 4.1a
   i. Statutory proof of existence as the legal entity
   ii. PAN certificate as per legal entity
   iii. GST Registration Certificate as per legal entity
b. For above criteria 4.1b
   i. A statement as in Form 4: Work experience with Work Order/ Signed Contracts/ Completion Certificates, clearly indicating the value and nature of experiences
c. For above criteria 4.1 c,f
   i. Form 5: Financial Capability Details
   ii. A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years
   In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared."
   iii. Self attested copy of ITR for the last 3 (three) financial years
d. For above criteria 4.1d
   - Form 7: Undertaking
e. For above criteria 4.1e
   - Copy of GST registration

4.2 Personnel

The Bidder shall submit-Form 13: Undertaking pertaining to Personnel a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel and specialists for this work. The submission shall include a provisional management structure and organization chart showing areas of responsibility, relative seniorities and lines of reporting.

4.3 Compliance with Technical Specifications

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

4.4 Information of the Technical and Financial Proposal

a. The Bidder satisfying technical and financial eligibility criteria shall be considered as technically and financially qualified.

b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.

c. The Bidder with the lowest quoted price for the RFP for **Supply, installation, testing & commissioning of BTT at Workshop line 3&4 in Rolling stock** in the financial quote **(L1 bidder)** shall be selected for the award of contract.

4.5 Selection of Bidder

After the above evaluation process, the Technically Qualified Bidder, who is declared as L1 (lowest quoted price) may be declared as the selected Bidder ("Selected Bidder") for the Project.

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. 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.

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.

4.6 Notice of Award and Execution of Contract Agreement

a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.

b. The Selected Bidder shall, within 10 (ten) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually

agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA

c. The Successful Bidder shall execute the Contract Agreement within 30 (thirty) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.

d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.

e. **The NMRC reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful Bidder. 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.**

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.

4.7 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 **10% of the Contract Price** in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favor of **'Noida Metro Rail Corporation Limited'**, which may be reduced for balance years on completion of each year, within 30 days from Notice of Award. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. The Performance Guarantee should be valid for a period of 06 (six) months beyond the Defect Liability Period. The performance bank guarantee should be issued by a bank branch located in Delhi/NCR, Noida or Greater Noida .

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.

- 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.

- 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.
- 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.

4.8 Contract during Proposal Evaluation

a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time NMRC makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NMRC and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded.

b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder's e-Bid.

c. In the event of any information furnished by the Contractors 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:

DGM (RS, Ops & E)
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
Noida -201301, District Gautam Budh Nagar, Uttar Pradesh
Email: nmrcrsandel@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.

4.9 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.

4.10 Project Financial Terms

4.10.1 Payment Terms

a. The payment will be made only for the work actually carried out as per the schedule of work (Bill of Quantity).

b. Income Tax is deductable at source while effecting payment of bills at the prescribed percentage as per the orders of the government.

c. GST, if claimed, will be reimbursed only if the GST registration number is mentioned in the invoice. In the absence of GST registration number, GST will not be reimbursed.

d. Quote PAN and GST on all correspondence, Bills, Vouchers and other documents otherwise TDS at higher of the prescribed rate will be deducted.

e. All payments to the contractors will be made by e-Payment /Account Payee Cheques.

f. Bills, correct in all respect, shall be submitted to Engineer -In-Charge, in duplicate along with supporting documents, who will arrange payment through Departments, NMRC

g. No advance of any type shall be paid.

h. TDS and GST TDS on monthly invoice of Bidder is deducted while processing monthly bills as per Govt. Guidelines.

i. Supporting documents to be submitted by contractor along with monthly bill as detail given in SCC.

j. No overtime is considered to achieve higher level of safety standards. The Bidder should consider execution of work in shifts as specified in the tender or desired by engineer in charge. The agency must ensure timely payment of salary, PF, ESI, etc. and prompt medical facility to sick/injured and to all staff.

5 Section 5: Special Conditions of Contract (SCC)

SCC Clause	Reference to GCC Sub-Clause No.	Description
1	Sub-Clause 3.2	**Functions of Engineer** In addition to the duties mentioned in Clause 3.2 of General Conditions of Contract: (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. In case The Engineer is 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.
2	Sub Clause 4.2.1	**Performance Security** The amount of Performance Security for this contract will be 10% of contract value. 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. Performance security should be submitted within 30 days from date of issue of NOA. Non compliance will attract penalty as per GCC Clause 4.2.1.
3	Sub-Clause 4.4	**Coordination with other Contractors** The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages
4	Sub-clause 4.5	**Sub-contractors** The work should not be sublet without the written approval of Engineer in-charge.
5	Sub-Clause 4.10	**Sufficiency of Tender** The Bidder shall be entirely responsible for sufficiency of rates quoted byhim in his tender. The Contractor (Successful Bidder) shall be paid for only at quoted/accepted rates for the items of works executed as per BOQ.
7	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 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. The Contractor shall, from time to time and as necessary or required by the Engineer, produce supplements to the Site Safety Plan such that it is at all times a detailed, comprehensive and contemporaneous statement by the Contractor of his site safety and industrial health obligations, responsibilities, policies and procedures (under the laws of India) or as stated in the Contract or elsewhere

		relating to work on Site If at any time the Site Safety Plan is, in the opinion of the Engineer, insufficient or requires revision or modification to ensure the security of the Works and the safety of all workmen upon, and visitors to the Site, the Engineer may instruct the Contractor to revise the Site Safety Plan. The Contractor shall, within 14 days, submit the revised plan to the Engineer for review. The contractor shall provide necessary barriers warning signals and other safety measures to avoid accidents. He shall also indemnify department against claims for compensation arising out of negligence in this respect. Nothing in these specifications shall be construed to relieve the contractor of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with applicable statutory regulations and safety codes in force from the safety angle.
8	**Sub-Clause 4.19**	**Employer Supplied Machinery and Materials** The Employer will not provide any machinery or materials under the Contract.
9	**Sub Clause 4.27**	**Security of the Site** applicable 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 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 authorized 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.
10	**Sub-Clause 5.3**	**Submission of Documents** The Contractor shall submit the drawings and documents, test certificates, warranty certificates, calibration certificates of supplied items wherever required or as required by the Engineer in charge. 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.
11	**Sub-Clause 6.6**	**Housing Facilities** The Contractor shall have to make his own arrangements for housing facilities for his staff.
12	**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, orthopedic as mandatory requirement and fire station located in the neighborhood for attending to the casualties promptly and emergency vehicle kept on standby duty during the working hours for the Purpose.
12	**Sub- Clause 8.2**	**Time for Completion** Time is essence of Contract and will remain so at all times during the pendency of the contract including the extended period of contract.
13	**Sub- Clause 8.3**	**Delay** In case of delay on the part of contractor, the contractor shall be liable to pay Liquidated Damages and any other compensation for the damages suffered by the Employer as per Clause 8.5 of GCC.
14	**Sub-Clause 8.5**	**Liquidated Damages for Delay** The total amount of Liquidated Damages for delay in completion of the works in all stages shall, however, not exceed the limit of Liquidated Damages stated in Appendix to form of Tender. The total ceiling limit of which is 15% of the Contract value including Liquidated Damages levied under the provision of Appendix 1 to Form of Tender. Liquidated Damages are recovered by the Employer from the Contractor for delay and not as penalty. The Parties agree that amount of Liquidated Damages levied under the Contract are the genuine pre-estimate of the loss suffered by the Employer because of which the Liquidated Damages have been levied on the Contractor. The Liquidated Damages may be recovered from any amount of money due from the Contractor under the Contract or any other Contract which the Contractor has with the Employer. The Liquidated Damages may also be recovered from the amount of Performance Security bank Guarantee and in that case the Contractor would be Liable to replenish the amount of Performance Security Bank Guarantee.
15	**Sub-Clause 11.1** **Sub-Clause 11.1.1** **Sub-Clause 11.1.4**	**Contract Price & Payment** **In respect of All Inclusive Contract** 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 (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) Any 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.
16	**Sub clause 11.1.3**	**Price Variation** This is a fixed price contract and no Price Variation is admissible in this contract.
17	**Sub-Clause 11.2**	**Advance** No Advance is admissible in this contract.
18	**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 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. TERMS OF PAYMENTS • The standard payment terms subject to recoveries, if any, by way of liquidated damages will be as under. A) 75% payment will be made after supply, installation and commissioning of equipment and after submission/compliance of following: a) Two sets of equipments layout/ drawing(s) giving complete details of the entire equipments. b) Training of operation and maintenance staff of the NMRC. B) 25% Payment will be made after issuing completion and accepted certificate by Engineer In-charge. C) Payment of DLP maintenance activities will be made after issuing DLP maintenance completion certificate by engineer in charge. However DLP maintenance period may be divided in quarters/half yearly/annual as mutually decided. Payment should be followed strictly, as per terms and conditions of Tender Documents and Tax.
19	**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.
20	**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, co-ordination 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 co-ordination and for monitoring the progress of fieldwork at his own cost.

6 Section 6: Technical Specifications

6.1 General Description of the Works

6.1.1 The Works shall comprise the design, manufacture, delivery, installation, testing, and commissioning of **2 nos** bogie Turn Tables at GREATER NOIDA (standard gauge 1435 mm).

6.1.2 Bogie turn tables shall be provided for rollover of rail coach and turning bogie from one track to another for repair and overhaul. The turntables shall be installed inside concrete pits. The top of the turntables shall be flush with the workshop floor for workshop vehicular traffic.

6.1.3 Provisions are already available at workshop line 3& 4.

6.1.4 The Bogie Turn Table shall be complete with automatic locking, wheel stop, Center pivot, castors, operating lever and all accessories required to make the equipment fully functional and a set of special tools and test equipment(if required). The equipment/ sub- assemblies which shall be used in the tables to be supplied under the contract should have already been used by the contractor in such tables supplied worldwide and should have worked satisfactorily.

6.1.5 The contractor shall quote for supply of the specified Bogie Turn Table capable of turning of bogie (10 ton), rollover of railcar (25 ton) and other workshop vehicles (10 ton).

6.1.6 Financial Evaluation

i. Total price on FOR destination basis for bogie turn table will be considered for financial evaluation

i. Deleted.

6.2 Design Responsibility

The Contractor shall be responsible for the design of the Permanent Works, which shall include but not be limited to:

6.2.1 **The development of the design shall be carried out in conjunction with the information contained in the Drawings and shall be in accordance with the Specification set out in the Contract. The contractor shall obtain design approval from the designated Engineer-in-charge before starting the manufacturing of the bogie turn table.**

6.2.2 The Contractor being responsible for the development and completion of the design of any other items of the Works as stated in the Contract, including, without limitation, the updating and amendment of the Drawings from time to time.

6.2.3 The Contractor, coordinating with the Engineer and Designated Contractors on all matters relating to design and documentation, shall retain full responsibility for managing such design and for the maintenance of all documentation associated with the design process. The personnel identified to fulfill these roles shall be direct employees of the Contractor.

6.2.4 The Contractor shall determine and verify as appropriate the materials, site measurements and installation criteria before adopting in the design of the equipment.

6.2.5 The Contractor shall ensure that the information contained in the submissions has been coordinated with the overall requirements of the Works and the works of the Designated Contractors.

6.2.6 The information that extracted from the Drawings and adopted by the Contractor in his design shall become the Contractor's design for which neither the Employer nor the Engineer shall be responsible.

6.2.7 The Contractor's designs, whether for Temporary Works or Permanent Works which are subject to the approval of any Relevant Authority, shall before submission to the Relevant Authority, be first submitted to the Engineer for review without objection. The Contractor must make all due allowances for the requirements of the Relevant Authorities' approval and consent process in the Works Programme and in the timing of the Works.

6.2.8 Responsibility for the Contractor's design proposals submitted to the Relevant Authorities shall remain with the Contractor who must provide sufficient resources to deal with subsequent

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questions, alterations etc. requested by the Relevant Authorities. All communications with any Relevant Authority, whether written or oral, must be copied/recorded to the Engineer.

6.2.9 The contractor may engage local agency for supply of steel, its fabrication and installation related works at site. However selection of such agency will require employer's prior approval. The contractor shall solely be responsible for design, quality of fabrication works, its installation and shall issue quality certificate for the same. The contractor shall seek design approval of steel & fabrication, other item proposed to be used, from the Engineer in charge.

6.2.10 All steel used by the contractor shall be established to have adequate corrosion resistance.

6.2.11 Contractor shall demonstrate that the steel structure & metal component used in the machine will last for 30 years without any corrosion.

6.2.12 Contractor shall solely be responsible for installation, commissioning & testing of the machine and shall depute his engineers during installation, commissioning & testing.

6.2.13 Stress analysis of sensitive structures shall be carried out from a reputed test house & report shall be submitted.

6.3 GENERAL DESIGN REQUIREMENTS

The following general requirements on equipment design shall apply to all equipment.

6.3.1 The Machine/equipment shall be of proven design and designed life shall be 30-years without rusting & corrosion in foundation, base frame and structural components. The design life for mechanism, driving components and others parts of the Equipment shall be at least 15 years. No major structural repairs and major component replacement shall normally be required during the respective design life. The material & parts used for the same shall be specified in detail design stage.

6.3.2 The Machine/equipment shall be designed for heavy-duty workshop use and shall be available through out the year without any limitation in day to day rollover and turning process.

6.3.3 Equipment shall incorporate a means of adjustment in order to allow for foundation differential settlement of maximum 25mm.

6.3.4 Work related to the production of the equipment shall comply with relevant European standards, Codes of Practice and the latest statutory requirements of India including, but not be limited to, the following:

BSEN287 - Approval testing of welders for fusion welding.

BSEN288 - Specification and approval of welding procedures for metallic materials.

BS4575 - Fluid power transmission and control systems.

BS PD 5304 - Code of practice for safety of machinery.

BS5395 - Stairs, ladders and walkways.

BS EN 1993 - Structural use of steelwork in building

BSEN60073 – Basic and Safety Principles for Man-Machine Interface, Marking and Identification - Coding Principles for Indicators and Actuators

EN60204 – Safety of machinery- Electrical equipment

BSEN60529 - Specification for degrees of protection provided by enclosures (IP code

ISO/IEC/IEEE 90003:2018- Software engineering — Guidelines for the application of ISO 9001:2015 to computer software

6.3.5 The layouts given on the Drawings shall be used for conceptual purposes. The Contractor shall furnish their requirements in accordance to the Schedule of Key Dates in the Particular Specification.

6.3.6 The equipment shall be designed and/or selected to allow operation without over stressing, damaging or interfering in any way whatsoever with other equipment in the Depot.

6.3.7 Components of equipment of similar construction or similar application shall be mutually interchangeable. The Contractor shall, to the extent that he is responsible for the design or component selections of equipment items, recognize and implement all safety requirements and ensure that the design and performance of the equipment are compatible with the suitable International safety standards.

6.3.8 Equipment shall be "fail-safe" and "overload protected". The equipment shall incorporate all necessary safety devices to protect the equipment, operators, and all other people in the vicinity of the equipment. No failure of the equipment shall cause or give rise to any damage or catastrophe of any nature whatsoever.

6.3.9 Equipment design shall take into consideration fire protection, elimination of dust and dirt by means of suitable traps or the like, minimum maintenance requirements and ease of access for cleaning, routine maintenance and general disassembly.

6.3.10 Guards shall be fitted to all exposed moving parts of the equipment where the environment and working processes of the system dictate that there is a foreseeable risk of injury or causing ill health to personnel from sources such as moving parts, electricity, coolant, noise and vibration, dust and fumes, etc.

6.3.11 Moving parts of the equipment shall be efficiently lubricated to ensure quiet operation as well as durable and reliable service life. Lubrication points shall be clearly identified for easy replenishment with minimum removal of other equipment components. Oil and lubricants used should preferably be available in India or equivalent Indian makes should be advised.

6.3.12 It shall be the responsibility of the contractor to recommend equivalent indigenous detergent /cleaning agent after establishing their chemical equivalence & without compromising the quality of washes and effect on the car body.

6.3.13 The environment within which the equipment is to operate shall be taken into consideration in the equipment design. The contractor is advised to carefully examine the air pollutants and deposits generally encountered in GREATER NOIDA.

6.3.14 Based on the experience gained during test, trials and use of machine or any problem arises during operation of the machine which warrants re-check of the design /manufacture/ quality of the equipment, the contractor shall be responsible for all modification as required and these shall be done without any extra cost to the employer.

6.3.15 Any modification required to be done for satisfactory working of turntable shall be mutually decided & carried out by the contractor free of cost to the satisfaction of DMRC/GREATER NOIDA Metro engineer. Therefore contractor shall carefully consider local ambient condition in their design stage.

6.4 SPECIFIC REQUIREMENTS OF BOGIE TURNTABLES

Bogie turntables shall be provided at the Bogie Shop of the depot workshop building as laid out on the Drawing. The bogie turntables shall be installed at the Bogie Repair Bay and at Wheel & Traction Motor Repair Bay. The requirement shall be as

S.No.	Site	Gauge	Capacity-25Ton
1	Greater Noida depot cum work shop	Standard Gauge	2

6.4.1 Operating Principle

The turntables shall be designed for rollover of Rail Car and bogies from one track to another track in the Bogie Shop area.

The structural design of each turntable shall withstand the weight of 25 Ton, and other forces from movement of rail car, bogie and other workshop vehicles.

All turntables shall be designed for manual turning by one person with load of bogie of weight 10Ton by an operating lever. The turning shall be endless in both clockwise and counter-clockwise direction.

The turntables shall be integrated with manual-operated locking arrangement for securing the turntables in place during bogies being rolled on or off the turntables.

6.4.2 Turntable Construction

The turntables shall be constructed of circular platform decks with 3500mm in diameter for SG. The decks shall sit on center pivots at the centers and castors on the peripheries for turning.

Two pairs of rails of specified gauge shall be mounted and positioned in perpendicular to each other across diameter on the deck of each turntable to accommodate bogies. The track gauge shall be 1435mm for SG as specified for particular workshop site. The rail shall be 60 Kg (UIC) and mounted with 1:20 inwards slope (it will be confirmed at the time of design from Track Work Contractor/Employer).

a. Platform Deck

The turntable and supporting frame shall be constructed of welded structural steel box section, wide flange beam, standard 'I' beam or reinforced beam fabricated from structural shapes.

The turntable platform shall be designed to sustain the rollover load of workshop vehicles, such as forklift trucks, with a maximum axle load of 10 ton at any point.

The turntable platform shall be covered with steel chequered plates and flush with the rail top level to allow normal traffic. The plates shall be stiffened and minimum 10mm thick with maximum deflection not exceeding 1/1000 of the span. The plates shall be removable and fixed with flush bolts.

b. Center Pivot

Center pivot shall be provided and equipped with a self-aligning spherical roller thrust bearing to facilitate turning operation. Center pivots shall be designed to take up any horizontal loads.

c. Castor

Eight Castors shall be provided along the periphery to facilitate turning operation. The castor wheels shall be manufactured from high quality steel for reliability during the service life and equipped with anti-friction bearings for quiet operation. The base of castor assembly shall be anchored to the foundation on the pit floor.

d. Running Surface

Running surface for castors shall be designed with considerations of surface wearing and load bearing without deformation. Surface replacement if necessary shall be made possible.

e. Automatic Locking

Automatic mechanical locking shall be provided and located at periphery of turntables. The tracks on turntable shall be aligned with adjacent embedded tracks when bogie turntables are in their locked position (4nos.) at any 90° of rotation. Locking arrangement shall be accessible with the bogies on the turntables for locking and unlocking operations.

Locking arrangement shall be flush with the shop floor level for both locked and unlocked positions. The locking bars shall not be easily removable from the turntables.

f. Wheel Stop

Wheel Stoppers shall be provided against any movement of bogie during turning. The arrangement shall not hindrance for rollover of train and other workshop vehicle.

g. Tolerance

The gap between the turntable deck periphery and the pit ring shall be within 5 to 10 mm.

The track rails on turntable decks shall be aligned with the rails embedded on the shop floor. The rails shall be positioned within tolerances of ±2.5mm for track alignment, ±2mm for rail top and ±1.5mm for track gauge.

The maximum difference in the horizontal and vertical alignment shall be to a maximum of 5 mm.

h. Pit Ring

The edges of the turntable pits shall be protected with pit rings of steel angle section. The curb angles shall be notched on the field side of the rails in addition to the gauge side to accommodate worn wheels, which may strike the curb angle.

i. Operating Lever

One operating lever shall be provided to each turntable for manual turning operation. . An inbuilt provision shall be provided for storage of the levers in the turntable.

6.4.3 Maintenance Provision

a. Maintenance access shall be provided for inspection and lubrication of center pivot and casters.

b. Lubrication shall be made by pressure grease fittings to all bearing of pivoting shaft and all castors. The greasing point shall be accessible to routine maintenance.

c. The turntables shall be constructed to allow the entire assembly, except supporting structures, be conveniently removed from the pit as a single unit. The turntables shall be equipped with lifting eyes, which shall be removable or flush with the decks.

6.4.4 Colour

The turntable and related equipment shall be painted in Yellow colour of Polyurethane lacquer top coats and as per general specification. Paint touch-ups shall be provided after assembly.

6.5 CHECKS AND TESTS

6.5.1 In-manufacturer's-plant

Contractor shall submit Test Protocol for approval to conduct FAT at the manufacturer's premises along with the invitation for inspection.

During manufacture, and especially prior to shipment, verifications and checks shall be carried out in order to ensure that the supply is in accordance with the technical specification and with the approved design documents.

All quality checks shall be carried out, as required, during manufacture on the Contractor's or on the sub-contractors'premises.

The Contractor shall provide for all checks of supplies on his sub-contractors' premises prior to delivery of these supplies to his workshops.

Operation of safety and protection devices shall also be checked.

These checks and tests shall also comprise:

- check of proper operation of the machines,
- check of insulation (in case of electrical machine),

- check of assembly work (welds, hardware etc.),
- check of travel speeds,
- check of various safety devices.

The entire supply shall be inspected by the Employer's representative at the Contractor's premises before shipment to the site.

6.5.2 At-Site

The contractor shall check the workmanship and quality of entire installation including that of his sub-venders upon completion of erection and commissioning work at site and before offering the same to employer for inspection.

The installation shall be subjected to a series of practical tests.

Integration tests shall be carried out for the trial runs of the Machine/equipment with the EMU coaches in order to verify the satisfactory operation of the Machine.

The supplier shall demonstrate the machine performance after successful commissioning at the consignee's works. Thereafter the consignee shall watch the machine performance for a period up to 2 months before the final proving test certificate is issued.

6.6. In the Bid

The Contractor shall provide:

- a detailed technical note containing the description of the installation and indicating main dimensions, the grade of steels used in this construction and the total weight of main assemblies,
- photographs or sketches of similar equipment with a list of references,
- diagrammatic plan view with main dimensions, showing compatibility between the equipment dimensions and the provisions indicated in the drawing,
- general drawing substantiating the satisfactory mounting of the turntable in the pit, with information on:
- track axes,
- levels,
- clearance between the pit edge of the turntable,
- references of the sub-contractors,
- references and characteristics of the main assemblies,
- weight of removable parts and components,
- the standards and specifications that the main components used in the installation satisfy.

6.6.2 For Execution of Builder's Work

The Contractor shall obtain an Engineer's consent on the interface and builder's work requirement for installation of the equipment. The documents shall include the followings:

- Detailed dimensional builder's works drawings and interface technical information including equipment operating loads, pit configuration, foundations, cast-in items, electrical and mechanical provisions.

6.6.3 For Execution of Work

Prior to manufacture of equipment, the Contractor shall send the following documents:

- Detailed design documents, drawings, diagrams, parts list etc shall be provided to Engineer-in-charge for approval prior to manufacturing of the equipment (1 set hard copy + softcopy)
- a detailed technical note, notably indicating the weight of components and removable parts, and including a list of all parts with the respective sub-contractor's references,
- general drawings, detailed assembly drawings, detailed drawings of all components,
- list of basic spare parts to be kept in stock for repairs,
- documentation, drawings, notes and references of sub-contractors,
- installation and commissioning procedure,
- scheduled of work and completion period.
- a life cycle cost plan of the equipment covering the capital costs, operation costs and maintenance costs.

6.6.4 At Completion of Work

The Contractor shall provide the entire documentation for review and approval by the Engineer.

- the list or complete nomenclature of general drawings and detailed drawings
- the general nomenclature of the supply including sub-contractors,
- drawings, required for maintenance and troubleshooting of the machine/equipment,
- illustrated lists of mechanical and electrical parts itemized in accordance with the diagrams and drawings mentioned above and including the addresses of the various contractors,
- maintenance and adjustment manual and functions and among other information, a lubrication manual including location of lubrication points, type of lubricants, frequencies and quantities,
- an operating manual (start up and user's instructions,
- complete documentation of equipment from sub-contractors (including read and display apparatus, diameter measurement apparatus and numeric control system),
- complete documentation on motors(if any) and major components,
- **spare part list with quantities for three years after handover of the Works**, anticipated frequency of replacement and prices with a one-year validity period,
- A schedule of all lubricants used shall be provided with details of location, type of lubricant, manufacturer, manufacturer's identification and frequency of application.

7 Training

The training shall be in two stages: -

a. **The** contractor shall provide hands on training to Employer's staff of minimum 1trainer man-days at each work site after commissioning of machine. The training shall focus on the following subjects to well verse the O&M staff with the machine design & assembly aspects: -

i) Full exposure to assembling stages of the machine for understanding the sequential integration of the subassemblies and systems including electrical interface

ii) Interfacing on of the machine safety features and interlocking. Interactive sessions, which can enhance operational & maintenance skills of the employer's staff.

b. The contractor shall provide following training of total 20-trainee man day's to the *employers staff on operation & maintenance aspects of bogie turntable at each* employer nominated Depot.

i) The operation training shall cover: -

1. Complete operation cycle of the machine & all features including safety features.

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2. Minor fault diagnostic & there quick remedial

ii) The training on maintenance aspect of the machine shall cover: -

1. Training on general maintenance, replacement of faulty parts of different subsystems of the machine e.g., lubrication system, and its controls.
2. Checking of all interlocking & safety features/systems available in the machine and fault attending
3. Training on Proactive, predictive and breakdown maintenance aspects of the machine based on past experience of the instructor.

8 Warranty/Defect Liability Period Maintenance

i. All equipments shall be under warranty for one year or warranty provided by OEM whichever is higher side from the date of acceptance against unsatisfactory performance or break down due to defective design, manufacture and installation. The installation shall be covered by the conditions that whole installation or any part thereof found defective within one year from the date of taking over shall be replaced or repaired by the contractor free of charge as decided by the department. The warranty shall cover the following:-

a) Quality, strength and performance of materials used.

b) Safe mechanical and electrical stress on all parts under all specified conditions of operation.

c) Satisfactory operation during the maintenance period.

d) Performance figures and other particulars as specified by the tenderer under schedule of guaranteed technical particulars.

ii. **The equipment shall be maintained for the scheduled and unscheduled repair by the successful Bidder during the defect liability period (DLP) of 24 months** from the date of handing over of last installed & commissioned machine to the employer. Bidder shall submit in the offer, details / organization how to carry out the maintenance during this defect liability period.

iii. The contractor shall clearly describe the scope of 'Preventive Maintenance' if any, if required then contractor shall furnish the details of weekly, monthly, quarterly and yearly activities are required for the Preventive Maintenance' of machine's assemblies & sub- assemblies.

9 Spares

Contractor shall provide spares as mentioned below: -

i. Spares for schedule maintenance.

ii. Recommended spares.

9.1 Spares & Consumables for schedule maintenance:

The consumable spares shall include lubricants, oils, greases, sealants, filter Medias, gaskets and any other items whose declared life is less than one year.

Bidder shall provide all the consumable spares at employer's work for the smooth functioning of equipment and also any of the spares required for scheduled maintenance and unscheduled repair of equipment during Defects liability period whose price shall be included in the supply part of basic equipment.

Bidder shall give a list of spares to be maintained by him at employer's works for the scheduled maintenance and unscheduled repair of equipment during DLP in the technical offers. If spares provided fall short than the requirement or which are not included in the list but shall be required during DLP, it shall be made available by the supplier at his cost at the earliest. The contractor's payment shall not be entertained without the physical supply of DLP spares as per list.

9.2 Recommended spares:

Bidder shall quote for recommended spares for equipment/machine **in the financial offer and un-priced list of recommended spares shall be provided in the technical offer.** The price offered shall remain valid for a period of 3 years beyond DLP. DMRC at its sole discretion reserve the right to purchase of recommended spares.

9.3 Part catalogue

Bidder shall provide part catalogue containing details all equipments & supplier. The first subsection shall be on alphanumeric part list, which shall include: -

a. Part no.

b. Description.

c. Name of manufacturer with contact details.

d. Quantity &unit.

e. Part of next higher assembly.

f. Cross reference to figure no.

g. General or specific purpose.

h. Purchase & technical specification for every item of Bogie turn table.

10 Timeframe for Corrective Maintenance:

10.1 Minor maintenance:-Inclusive of repairing and replacement of all spares/ components of all defects other than major defects.

a. Response Time (Max) - 6 hours

b. Attention: Time (Max) - 12 hours on expiry of response time.

10.2 Major maintenance:-detection of hydraulic leakage, refilling of oil, pipefitting, welding/brazing works. Rewinding/ replacement of motors/PLC module. Basically it covers attention of all types of major failures/breakdown.

a. Response Time (Max) - 24 hours

b. Attention: Time (Max) - 48 hours after expiry of response time.

(Should be in proportion with the type of failure)

Delay in attending minor/major defects on the part of the contractor will invite penalty @ of 0.005 % of the contract price per day subject to limit of 10 % of the contract price. The calculation of the delay will start on expiry of maximum allowable attention time for both minor & major defects.

The contractor shall maintain bank of spares with GREATER NOIDA METRO to optimize the machine down time. The contractor shall themselves arrange for not charge any transportation, loading/unloading, spares, lubricant & other consumables, machinery & plants, tools/ tackles, labour, garbage disposal etc. required for attending break down/ maintenance of the machine.

9.3 During maintenance the contractor shall follow all statutory acts, regulation & code practices in force like IE rules & acts etc.

9.4 The schedule maintenance activity is envisaged quarterly. Annual maintenance activity shall be more elaborate. The machine shall not remain out of service for more than 1 days during each quarterly and not more than 3 days during annual maintenance schedules.

9.5 The equipment entrusted to contractor for repair at their workshop shall be at the risk & cost of the contractor. If any deduction is required to compensate any loss in this account shall be adjusted from balance payments or by means of forfeiting the warranty bank guarantee.

Bank

9.6 Separate head of payment for maintenance have been indicated in the bid. Payment against it shall be made quarterly basis subject to issuance of certificate by Engineer- in- Charge on the basis of satisfactory maintenance & availability of spares and consumables for schedule maintenance & valid competency certificate of maintenance engineer issued by the contractor (OEM)

11.0 Schedule for key dates

11.1 Schedule of key dates for Greater Noida depot

Key date no.	*Requirement*	*Key date*
KD – 1	Obtain Engineer's approval on machine layout drawing, details and bogie turntables foundation requirement drawing.	*Weeks 5*
KD – 2	Submission of bogie turntables detailed design drawings.	*Week 5 weeks after KD1*
KD – 3	Complete Supply of the bogie turntables at nominated site along with O&M manuals set, supply of DLP spares.	*Week 10 weeks after KD2*
KD – 4	Complete installation, testing, commissioning, of the bogie turn tables and Complete O&M training.	*Week 5 weeks after KD3*

All Key Dates are subject to Liquidated Damage. The dates given above are the week numbers after the Commencement Date of the supply Contract / Letter of Acceptance.

11.2 The precise duration and location of access requirements shall be developed and be mutually acceptable to the Contractor and Designated Contractor all as required by General Specification.

11.3 The areas of the Site to which the interface access dates apply are indicated within the Schedule of Access Dates, Specification and Drawings.

11.4 Not less than two weeks or an appropriate period before access is due and on the date for access to an area of interface, the Contractor, the relevant Designated Contractor, the Engineer and / or Relevant Authority shall inspect, assess, confirm and record the state of readiness achieved to the permanent works, temporary works, access arrangements and provision of attendance.

13 Section 7: Draft Contract Agreement

THIS AGREEMENT made on the .....day of ..... 2022 at Noida, District Gautam Budh Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India** *represented by .....of the company, by virtue of his designation and authorization by* ***Smt ....., Managing Director, NMRC*** (hereinafter 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 .....(herein after 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 Employer desires that the Works 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 Employer 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: Qualification, Evaluation and Selection Process
e. Section 5: Special Conditions of Contract
f. Section 6: Technical Specifications
g. 13 Section 7: Draft Contract Agreement
h. 14 Section 8: Forms
i. General Conditions of Contract (GCC)
j. Safety, Health and Environment Management (SHE)
k. Amendment/ Modification, if any

(iv) Notice of Award (.....) issued by NMRC

(v) Letter of Acceptance of NOA (.....) given by ..... to NMRC

(vi) Any other admitted correspondence documents between NMRC and the Bidder.

3. **Duration of Contract**
   The Corporation intends to appoint a Contractor to NMRC for a period of 6 (Six) months.
4. **Price Schedule**
   NMRC shall consider the following Total Contract Price, as quoted by the Contractor as part of financial bid.
5. The courts at District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
6. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works 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.comand 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, 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 where of the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

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

Name of the official

Stamp/Seal of the contractor

In the presence of:

Sign of Witness 1_____

Name_____

Address_____

_____

Sign of Witness 2_____

Name_____

Address_____

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

Name of the official

Stamp/Seal of the Employer

In the presence of:

Sign of Witness 1_____

Name_____

Address_____

_____

Sign of Witness 2_____

Name_____

Address_____

14 Section 8: Forms of Tender

8.1 Form 1: Letter of Proposal Submission

[Location, Date]

To

DGM (RS, Ops & E)
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
Noida -201301
District Gautam Budh Nagar, Uttar Pradesh

Subject: Contract of Supply, Installation,Testing & Commissioning of BTT at Workshop line 3&4 operation in trains & in train maintenance depot of NMRC.

Dear Sir,

We, the undersigned, offer to Contract of Supply, Installation ,Testing & Commissioning of BTT at Workshop line 3&4 operation in trains & in train maintenance depot of NMRC in accordance with your RFP Document dated and our Proposal. We are hereby submitting our Technical and Financial Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

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

We have filled the complete information correctly in **Form 18.**

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

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

_____

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

8.2 Form 2: Firm Details

<table>
<tr><td>1.</td><td>Title and name of the Project:
Contract of Supply, Installation, Testing & Commissioning of BTT at Workshop line 3&4 operation in trains & in train maintenance depot of NMRC</td></tr>
<tr><td>2.</td><td>State the structure of the Bidder's organization (Bidders to complete/delete as appropriate)
Sole Bidder</td></tr>
<tr><td>3.</td><td>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:
.....
.....
.....</td></tr>
<tr><td>4.</td><td>In case of a consortium, state the following:
<table><tr><td>Names of members (Lead member first):</td><td>Legal Status</td><td>Registered address and principal place or business</td><td>Percentage participation (equity)</td><td>Contact Details (Name, Mobile No., Email Address)</td></tr><tr><td>a.</td><td colspan="4">NIL</td></tr></table>
Note:

Authorized contact person (from lead member):

Contact person's title:

Address, telephone, facsimile and e-mail ID of contact person:</td></tr>
<tr><td>5.</td><td>Employees Provident Fund No. (attach documentary proof) -</td></tr>
<tr><td>6.</td><td>Employees State Insurance Acts in India No. (attach documentary proof) -</td></tr>
<tr><td>7.</td><td>GST Registration No. (attach documentary proof) -</td></tr>
<tr><td>8.</td><td>PAN (attach documentary proof) -</td></tr>
</table>

8.3 Form 3: Capability Statement

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

Tender Reference No : _____

Name of Work : _____

Name of Bidder: _____

S.No.	ELIGIBILITY CRITERIA		(To be filled by the Bidder)
1	Sole proprietorship, registered partnership firm, public limited company, private limited company or JV/Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India.	Yes/ No	
2	The Bidder should have a minimum experience of having satisfactorily completed similar works during last 7 (Seven) 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. 34.55 Lakh** (Rupees Thirty Four Lakh Fifty Five Thousands only) or ii. Two similar completed works each costing not less than the amount equal to **Rs. 21.59 Lakh** (Rupees Twenty one Lakh Fifty Nine Thousands only) or iii. Three similar completed works each costing not less than the amount equal to **Rs. 17.27 Lakh** (Rupees Seventeen Lakh Twenty Seven thousand only)	Last 7 (Seven) years	

<table>
<tr><th>S.No.</th><th>ELIGIBILITY CRITERIA</th><th>(To be filled by the Bidder)</th></tr>
<tr><td>3</td><td>The Bidder should have minimum average annual turnover of Rs. 43.18 Lakh (Rupees Forty Three Lakh Eighteen Thousands only)in the last 3 (three) Financial Years (2019-2020, 2020-2021, 2021-2022) preceding the Bid Due Date.
<table>
<tr><th>F.Y.</th><th>Total Turn over</th></tr>
<tr><td>2019-2020</td><td></td></tr>
<tr><td>2020-2021</td><td></td></tr>
<tr><td>2021-2022</td><td></td></tr>
<tr><td>Avg. Turn Over</td><td></td></tr>
</table></td><td></td></tr>
<tr><td>4</td><td>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- fulfillment of Contractual obligation in last 5 (five) financial years.</td><td></td></tr>
<tr><td>5</td><td>The profit before Tax of the bidder during any of the financial year should be positive during immediately preceding 3 financial years.</td><td>
<table>
<tr><th>F.Y</th><th>PBT</th></tr>
<tr><td>2019-2020</td><td></td></tr>
<tr><td>2020-2021</td><td></td></tr>
<tr><td>2021-2022</td><td></td></tr>
</table></td></tr>
</table>

8.4 Form 4: Work Experience

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

SN	Similar Contract description	Contract Identification Number	Award & Completion date	Employer's Name, address, telephone number, e-mail etc	Role in contract (Individual)	Completion cost	Value of similar work in completed work
1							
2							
3							
4							

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
2. The Bidder 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 Bidder in support of work experience along-with their tender submissions.

8.5 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 Profit before tax of M/s ..... having registered office at ....., as applicable, is as below:

1.

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

2.

S.No.	Financial year	Name of the Bidder	Profit before tax
1.	2021-22		
2.	2020-21		
3.	2019-20		

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, FY 2020-21 and FY 2021-22 is correct.

Signature and Seal of
Chartered Accountants/Statutory
Auditors (with membership no.)
UDIN-

Firm Registration No.

Authorised Signatory
(Name & Designation of Authorised Signatory)

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 hissignature and stamp in original along with membership no. and UDIN.
3. The Bidder shall provide the audited annual financial statements as required.

8.6 Form 6: Memorandum

Name of Work: Contract of Supply, Installation,Testing & Commissioning of BTT at Workshop line 3&4 operation in trains & in train maintenance depot of NMRC

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

8.7 Form 7: Undertaking

I confirm that We (Bidder), _____

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

8.8 Form 8: Power of Attorney

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

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

Know all men by these presents, We .....(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **Supply, Installation,Testing & Commissioning of BTT at Workshop line 3&4 operation in trains & in train maintenance depot of NMRC** in response to the RFP Document dated _____ issued by Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

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

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

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

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

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

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

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

WITNESS

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

   Designation.....

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

   Designation.....

Notes:

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

8.9 Form 9: Power of Attorney for Lead Member of Consortium

Whereas the Executive Director, Noida Metro Rail Corporation Limited (NMRC) has invited applications from interested parties for the **Contract of Supply, Installation,Testing & Commissioning of BTT at Workshop line 3&4 operation in trains & in train maintenance depot of NMRC.**

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

For .....
(Signature)
.....
(Name & Title)

For .....
(Signature)

.....

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(Name & Title)

For .....
(Signature)

.....
(Name & Title)
Witnesses:

1.

2.

.....

(Executants)

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

Notes:

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

Accepted

8.10 Form 10: Consortium Agreement / Memorandum of Understanding

To be executed on Stamp paper of appropriate value)

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

BETWEEN

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

AND

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

AND

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

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

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

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of

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_____in terms of the Bid invited by Noida Metro Rail Corporation Ltd., (NMRC).

2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by NMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid license, in case the Consortium turns out to be the successful bidder in the bid being invited by NMRC for the said purpose.

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for _____.

4. That the Consortium have agreed to nominate any one of_____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.

5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
   I. The Lead Member shall have _____per cent (___%) of shareholding with reference to the Consortium for this specified license agreement.
   II. The Participant Member shall have ____ (___%) of shareholding with reference to the Consortium for this specified license agreement.

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

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

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

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

1.(_____) 2.(_____) 3.(_____)
Authorized Signatory Authorized Signatory Authorized Signatory
(_____) (_____) (_____)
For (Name of company) For (Name of company) For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:
(i) Execution of the Consortium Agreement, and (ii) Appointing the authorized signatory for such purpose

8.11 Form 11: Saleable Form for Tender Document

Tender 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 EARNEST MONEY ATTACHED

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

BIDDER

Acad.

8.12 Form 12: 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	
2	Bidder Address	
3	Bank Name	
4	Bank Branch	
5	A/c No	
6	IFSC Code	
7	PAN No.	
8	Tin/TAN No.	
9	GST No.	
10	Phone No.	
11	Mobile No.	
12	Email-Id	
13	Type of Account	

For Office Use Only

14	Party Unique Id	

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

Date: **Signature with Stamp/Seal**

8.13 Form 13: Undertaking pertaining to Personnel

- We confirm to deploy personnel required to achieve progress of work as per approved work program and conditions mentioned in the tender document.

- 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

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8.14 Form 14: Proposed Personnel

Affix self-attested photograph

NAME : .....

FATHER'S NAME : .....

DATE OF BIRTH : .....

EMPLOYEE ID :.....

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 4.2 – Personnel" of tender document

8.15 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 effected	Clause 15.5 of the GCC	Within 1 week from the "date of commencement"

Signature of authorized signatory of Bidder

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

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

Authorized signatory

Name:

Date:

Name of the Bidder with seal

8.17 Form 17: Bid Offer/ BOQ (Format)

To
DGM/RS, Ops & E,
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex
Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh

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

Sub: Contract of Supply, Installation, Testing & Commissioning of BTT at Workshop line 3&4 operation in trains &in train maintenance depot of NMRC

Dear Sir,

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

I/we hereby quote for the Total Price for Contract of Supply, Installation, Testing & Commissioning of BTT in the depot of NMRC as specified below, payable by NMRC.

Percentage BOQ

Tender Inviting Authority- Noida Metro Rail Corporation Ltd (NMRC).
Name of Work :- Supply, Installation, Testing & Commissioning of BTT at Workshop line 3&4 in Rolling Stock Department at GND.
Contract No- NMRC/RS/BTT/195/2022
Bidder Name-

Price Schedule

(This BOQ templet must not be modified/replaced by the Bidder and same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidder are allowed to enter the bidder name and values only)

Cost Estimation of Supply , installation, Testing and Commissioning of Bogie Turn Table

Sr. No.	Description of item	Qty	Rate (INR)	Gross Amount(INR)
1	Supply of Bogie Turn Table	2	1410000	28,20,000.00
2	Erection , Testing and commissioning (Documentation and training to employers staff)	2	150000	3,00,000.00
3	Maintenance of Bogie Turn Table for two years	2	270000	5,40,000.00
			Total (INR)	**36,60,000.00**
			Total Tax Values (INR)(18% GST)	**6,58,800.00**
			Total Value including Tax(INR)	**4318800.00**

RFP FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF BOGIE TURN TABLE (BTT) AT WORKSHOP LINE 3&4 IN ROLLING STOCK DEPARTMENT AT GREATER NOIDA DEPOT.

Sr. No.	Quoted reated in % (percentage)		Quoted amount (Rs. For three years	
1	In words		In words	In figures
	In figures			
2	Rebate in %(percentage) if any			
	In words			
	In figures			

Please Note:

1. The Bidder with the lowest quoted cost for **Contract of Supply, Installation,Testing & Commissioning of BTT at Workshop line 3&4 operation in trains & in train maintenance depot of NMRC** in the financial quote (L1 bidder) shall be selected for the award of contract.
2. It will be deemed to include all Taxes including GST, Duties, Octroi, Royalty etc., cost of all tools, plants, labour, supervision, materials, transport, contractor's profit and establishment/ overheads, together all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contracts.
3. The quantity of work may vary as per site requirement during contract period.
4. The payment will be made on actual basis for the work executed.
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 Document.
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

8.18 Form 18: Bid Details

The following list is intended to help the Bidders in submitting offer which are complete. An incomplete offer is liable to be rejected. Bidders 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	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form 3: Capability Statement		
6	Form 4: Work Experience		
7	Form 5: Financial Capability Details		
8	Form 6: Memorandum		
9	Form 7: Undertaking		
10	Form 8: Power of Attorney		
11	Form 9: Power of Attorney for Lead Member of Consortium	NA	
12	Form 10: Consortium Agreement / Memorandum of Understanding	NA	
13	Form 11: Saleable Form for Tender Document		
14	Form 12: Declaration of Refund of Earnest Money		
15	Form 13: Undertaking pertaining to Personnel		
16	Form 14: Proposed Personnel		
17	8.15 Form 15: Obligation/ Compliance to be ensured by Contractor		
18	8.16 Form 16: Proforma for Clarifications / Amendments on the RFP		
19	Statutory proof of existence as the legal entity		
20	PAN certificate as per legal entity		
21	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years		
22	Self attested copy of ITR		
23	Copy of GST registration certificate, EPF, ESI		
24	Any other document asked by the Employer if submitted, specify the documents Or Any other document which the Bidder considers relevant		