

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

REQUEST FOR PROPOSAL (RFP)

E tender No. NMRC/HK-SA/249/2023

**Housekeeping and Security arrangement of Staff quarters and
NMRC Head Office at Noida- Greater Noida corridor.**

February 2023

Issued by:

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

Disclaimer

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “Housekeeping and Security arrangement of Staff quarters and NMRC Head Office at Noida- Greater Noida corridor.” contains brief information about the scope of work and selection process for the Bidder (“the Contractor” or “the Tenderer” or “the Applicant”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

Glossary

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

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

Data Sheet

1	Name of the Bid	RFP for Housekeeping and Security arrangement of Staff quarters and NMRC Head Office at Noida- Greater Noida corridor.
2	Approximate Cost of Work	INR 4,84,66,117.00 (Including GST)
3	Time-period of contract	3 (Three) years
4	Method of selection	Cost Based Selection (Lowest -L1)
5	Bid Processing Fee	INR 23,600/- (including GST) (Rupees Twenty Three Thousand Six Hundred only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Ernest Money Deposit (EMD)	INR 4.85 Lakh
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Corporation's official for addressing queries and clarifications	GM (Technical) Noida Metro Rail Corporation Limited Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcnoida@gmail.com Website: www.nmrcnoida.com , http://etender.up.nic.in
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	Schedule of Bidding Process	
	Task	Key Dates
	Uploading of Bid	20/02/2023
	Pre-bid Meeting	27/02/2023, 1100 hrs (IST)
	Last date of seeking clarification, if any	01/03/2023 17:30 hrs (IST)
	Last date of issuing amendment, if any	06/03/2023
	Last Date of Bid Submission	13/03/2023 15:00hrs (IST)
Date of Technical Bid Opening	13/03/2023 15:30hrs (IST)	
13	JV/Consortium to be allowed	No
14	Account details	For Bid Processing Fee & EMD State Bank of India (04077) - Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.

Note: (i) Tender Cost and Tender Security is exempted for Micro & Small Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category

“Housekeeping/General Cleaning/Security”, and have valid registration certificate as on date of tender submission.

The MSEs would not be eligible for exemption of tender security if;

- a. Either they are not registered for **“Housekeeping/General Cleaning/Security”** category.
- b. Or they do not have valid registration as on the date of tender submission.

The tenderers seeking exemption from ‘tender security’, being MSEs, shall ensure their eligibility w.r.t above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration i.e. “Housekeeping/General Cleaning” and Terminal Validity of registration.

In absence of any of the above requirements no exemption for ‘tender security’ will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSEs.

No further clarification shall be sought on the above.

1. In case the bidder who has been exempted Tender Cost/Tender Security being Micro & Small Enterprise, and;
 - (i) withdraws his Tender during the period of Tender validity; or
 - (ii) becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
 - (iii) refuses or neglects to execute the contract; or
 - (iv) fails to furnish the required Performance Security within the specified time,

The bidder shall be debarred from participating in future tenders for a period of 1 year from the date of discharge of tender/date of cancellation of NOA/annulment of award of contract as the case may be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Tender Cost/ Tender Security.

Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.

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1. Section 1: General Information

1.1. Background

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

1.2. About Locations

The metro corridor is 29.7 km long and is known as Noida Greater Noida Metro Rail Corridor. It comprises 21 staff Quarter and NMRC Head Office starting from Noida Sector 51 in Noida and ends up at Depot Staff Quarter and NMRC Head Office in Greater Noida. The Housekeeping services, Security arrangement will be required for the following Locations. The map is in Appendix 1: Metro Alignment.

1. Staff Quarter, Greater Noida
2. NMRC Head Office, Noida

1.3. Communication

All communications should be addressed to:
GM (Technical)
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
Noida -201301
District Gautam Budh Nagar, Uttar Pradesh
Email: nmr-cnoida@gmail.com

2. Section 2 : Terms of Reference

2.1. Scope of Housekeeping Works and Cleaning Works

The selected Tenderer shall be contracted to provide cleaning and housekeeping services for Common area of Staff quarters and Head Office. The contractor will execute cleaning and housekeeping works with the suitable, uniformed and trained personnel with the use of modern equipment, machinery and eco- friendly chemicals for the following works in Staff Quarter and NMRC Head Office.

(A) Cleaning and housekeeping Works consisting of -

Daily sweeping and mopping of all floors of common use area, Vertical finishes, passages, staircases, halls, rooms, lifts, reception, pantry/canteen etc and external area on all floors, Roof arches, glass area, door, window, Rolling shutters, Railings, False ceilings, False floorings, Bitumen surfaces, Pavements, Kerb stones, walls, Pillars, Hand rails, Mirrors, Ceramic / concrete Jali and wherever directed by the NMRC.

Common Area cleaning and housekeeping

1. Cleaning of water tanks once in 3 months.
2. Daily sanitation of common use bathrooms and Toilets including supply of necessary items if available.
3. Minor plumbing in the entire Staff Quarter area
4. Cleaning & Attention of all the Drains available in the Quarter area and Head Office area.
5. Daily Emptying of all dustbins and collection of garbage of all the floors and also cleaning of dustbins.
6. Daily sweeping of parking area and premises of the Staff Quarter & NMRC Head Office, collection and proper disposal of garbage/dry leaves etc. Weekly washing of the parking area, preferably on Saturday afternoon.
7. Sweeping of compound & open area once in a day.
8. Daily cleaning of Security room, reception area, and any other service area, common area, passages.
9. Cleaning of all gents & ladies toilets, wall tiles, pots, window glasses of toilets, taps/ fixtures, buckets, mugs, etc twice a Day in club area . Regular inspection of the toilets should be undertaken and to be ensured that necessary cleaning and mopping of the same is done. Also in case of any problems relating to plumbing, breakage, etc., same should be brought to the notice of the designated official of OS Department.
10. Special Weekly cleaning and dusting of tables, chairs, partitions, window glasses, sofas, wooden racks, steel cabinets, etc on all the concerned floors and the cabins with vacuum cleaner .
11. Weekly removing cobwebs dusting of fans, tube lights, fittings and cleaning rooftops.
12. Pest control, Mosquito control and Insect & Rodent control of the entire quarter & NMRC Head Office area including all floors. (once in month)
13. Any other work related to above and as instructed from time to time. Standard cleaning material will be used for the above job so as to ensure that floors, glasses, table tops, urinals, toilets etc are without stains & get cleaned properly.
14. Cleaning of E&M, Miscellaneous items available in Quarter premises
 - a. Cleaning of lighting Fixtures & Accessories
 - b. Cleaning of D.G. sets & connected equipment

- c. Cleaning of Air conditioners
- d. Cleaning of All HT & LT Equipment available in ASS room (Cleaning of HT & LT Equipment shall be carried out only under strict supervision of authorized person from team of NMRC).
- e. Cleaning of all LT equipment available in LT switch room (Cleaning of LT Equipment shall be carried out only under strict supervision of authorized person from team of NMRC).
- f. Cleaning of all Room, like guard room main gates etc
- g. Cleaning of All Equipment available in Pump room
- h. Cleaning of Lifts
- i. Cleaning of portable fire extinguishers/Smoke detectors/ Fire detectors
- j. Cleaning of Computers and accessories
- k. Cleaning of Signage boards/Notice boards
- l. Cleaning of furniture provided in all rooms/office
- m. Cleaning of Office equipment
- n. Cleaning of Fire Hydrants, Fire Panels, All type of pipes, Valves etc.
- o. Cleaning of All Switch Boards, Panel Boards
- p. Cleaning of all miscellaneous equipment as available or being provided from time to time

B_Scope of Deployment of Security Personnel at NMRC staff quarter and NMRC Head Office,

The selected Tenderer shall be required to execute round the clock Security arrangement of Staff quarters and Head Office. The contractor will execute Security services works with its own suitable, uniformed and trained personnel with the specifications as determined by NMRC.

2.2.1 The following services includes:-

- 1) Security Services
- 2) Supervisors.

2.2.2 Uniformed and trained manpower Training, other physical standards and other requirements shall be as in Delhi Private Security Agencies (Regulation) Rules, 2009.

2.2.3 The contractor shall provide Security Services to NMRC by deploying failsafe measures, providing early warning and mobilizing troubleshooting elements thereby ensuring:-

- a) Protection of NMRC's property /assets – moveable/ immovable, and personnel including visitors at NMRC's premises against harm/ theft/ damage.
- b) Regulate access control at nominate places of deployment, prevent misuse of premises and facilities, prevent trespassing, unauthorized parking, unauthorized construction, prevent squatting in NMRC's area, prevent littering and ensuring cleanliness.
- c) Undertake fire fighting operations with available equipment and resources.

2.2.4 The contractor may be asked to provide additional trained and uniformed manpower at 1 day's notice.

2.2.4 The man day (deployment) is for Nine hours shift including 1 hour lunch. The requirement of Security Services Personnel and Supervisor shall be fixed by NMRC from time to time.

2.2.5 The personnel deployed under the services shall be required to ensure cleanliness in and around their workplace.

C Scope of Horticulture works at NMRC Head Offices

2.3.1 Day to day maintenance activities-

(Based on Sub-Work order which shall be part of main contract):

- a. Trenching in ordinary soil, Spreading good earth, Spreading sludge/manure, mixing of good earth and sludge/manure.
- b. Renovation of lawns, Uprooting rank vegetation and weeds and preparing the ground for planting grass, Excavation and trenching for preparation of beds for hedge and shrubbery.
- c. Digging holes for planting trees, filling mixture of earth & sludge over manure, Excavation of dumped stone or malba.
- d. Flooding the ground with water and making kiaries etc, Fine dressing the ground, Uprooting weeds from trenched areas.
- e. Brooming & cleaning of entire horticulture area including surrounding on daily basis.
- f. Deployment of manpower as per requirement.
- g. Maintenance, brooming, cleaning or new work of green area of car parking (inner & outer) at Head Office.
- h. Bulk work/capital work may arise for any particular work based on input/requirement of PD/PB/Security/operation etc. department of NMRC.
- i. Works related to upkeep of metro parking green areas, median etc. in circulating area.
- j. Upkeep and routine maintenance related works of Head Office' outer faces i.e. cleaning brimming plantation etc.
- k. Any work required for making enhancing staff/visitors experiences about Head Office premises etc.
- l. Any other new work.

Other miscellaneous items as per instructions of engineer in charge.

D Scope of Plumber, Electrician & Gardener in NMRC Head Office and NMRC Staff Quarter-

1. Gardening work in NMRC Head Office.
2. All Electric & Plumbing works in NMRC staff Quarter.

2.2. Tenure

The tenure for Housekeeping and Security arrangements shall be for a period of 03 (Three) years, which shall be extendable by 6 months, after reviewing the performance of the Contractor and depending upon the requirement and administrative convenience of NMRC in mutual agreement with the Bidder.

2.3. Personnel

The personnel deployed for the cleaning & housekeeping and Security operations should be qualified and trained in the relevant work and have the knowledge of safety procedures. The contractor shall submit to Employer requirement duly completed by each staff prior to their deployment on work site. The minimum qualification and experience of housekeeping personnel should be as mentioned below.

S. No.	Description	Minimum Qualification required	Minimum Experience required in Similar Works
1.	Team Leader/Manager	Graduation	5 Years
2.	Supervisor	Graduation	3 years
3.	Housekeeping Staff	8th standard	
4.	Security Guard(without Arms)	12 th standard	
5.	Plumber	8th standard	
6.	Electrician	8th standard	
7.	Gardener	8th standard	

The Personnel deployed should be covered with all statutory requirements at the cost of the contractor. The payment to housekeeping staff be made through bank except in unavoidable circumstances. Details of payments duly certified by the bank to be submitted with next month's bill without which payment will not be released.

The personnel should be smartly dressed in neat and clean uniforms having firms logo, the uniform and personal protection equipment (Shoes, helmet, gloves etc.) should be provided free of cost by the contractor.

2.4. Specifications

The deployment of minimum number of personnel for the cleaning & housekeeping and Security purpose for the package is mentioned in Appendix 2.

3. Section 3: Instructions to Bidders

3.1. General instructions

- a. A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- 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. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - i. A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the project;
 - ii. A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph above; or
 - iii. A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.

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

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

3.1.2. Acknowledgement by Bidder

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

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

3.1.3. Availability of Bid Document

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

3.1.4. Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the GM (Technical), NMRC **only before or during Pre-Bid Meeting** held at NMRC. The envelopes/ communication shall clearly bear the following identification/ title: "**Queries/ Request for Additional Information: RFP for Housekeeping and Security arrangement of Staff quarters and NMRC Head Office at Noida- Greater Noida corridor**". 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 in accordance with the Section 5.14 of this e-Bid document under Fraud and Corrupt Practices.
- f. The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- g. The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

3.1.5. Amendment of e-Bid Document

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

3.2. Preparation and submission of Bids

3.2.1. Language of e-Bid

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

3.2.2. Documents constituting the e-Bid

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

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

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

- iii. **Technical evaluation** - Details of all documents needed for Technical evaluation as mentioned in this RFP

b. Financial e-Bid -

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

3.2.3. Documents establishing Bidder's Qualification

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

3.2.4. E-Bid form

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

3.2.5. E-Bid Currency

Prices shall be quoted in Indian Rupees only.

3.2.6. Formats and Signing of e-Bid

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

3.2.7. Deadline for submission of e-Bid

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

3.2.8. Submission of e-Bid

- a. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by NMRC.
- b. Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.

- c. The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- d. Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

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

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

For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities 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 tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Bidders submitting bids for more than one package shall be required to submit EMD for each package as mentioned in **Data Sheet** for which bid is submitted.
- c. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- d. Unsuccessful Bidder's EMD will be returned within 45 days after conclusion or discharge of the tender.
- e. No interest will be paid by the Purchaser on the Earnest Money Deposit.

- f. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- g. The EMD may be forfeited:
 - i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.

3.4. Opening and Evaluation of Bids

3.4.1. Opening of technical e-Bid by NMRC

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

3.4.2. Opening of financial e-Bid

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

3.4.3. Correction of Errors

- a. Financial Bids determined to be responsive will be checked by NMRC for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- b. The amount stated in the Financial Bid will be adjusted by NMRC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the

Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture in accordance with Clause 3.3.1g.

3.4.4. Examination of e-Bid document

- a. The NMRC will examine the e-Bid to determine if:
 - i. They are complete;
 - ii. They meet all the conditions of the 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 Agreement with relevant document as mentioned in the RFP. The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

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

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

4. Section 4: Eligibility, Evaluation and Selection Process

4.1. Eligibility Criteria

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

- a. Sole proprietorship, registered partnership firm, public limited company, private limited company 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 3.88 Crore (Rupees Three Crore Eighty Eight Lakh) only or
 - ii. Two similar completed works each costing not less than the amount equal to Rs. 2.42 Crore (Rupees Two Crore Forty Two Lakh only) or
 - iii. Three similar completed works each costing not less than the amount equal to Rs. 1.94 Crore (Rupees One Crore Ninety Four Lakh only)

Definition of Similar Works - Works involving Housekeeping and Security works in Railways/Metros/Airports/Bus Depots/Office Premises/Shopping Malls/ Hospitals/ Hotels/ Institutes utilizing similar machinery, chemicals and manpower.

- a. The Bidder should have minimum Average Annual Turnover from similar work of Rs. 1.29 Crore (Rupees One Crore Twenty Nine Lakh only) in the last 3 (three) Financial Years (2019-2020, 2020-21, 2021-22) preceding the Bid Due Date.
- b. The Bidder should have minimum Net Worth of Rs. 32.31 Lakh (Rupees Thirty Two Lakh and Thirty One Thousand only) in last audited Financial Year.
- c. The Bidder should have Positive Profit before Tax in at least 2 (two) years, out of the last 5 (five) Financial Years (2017-18, 2018-2019, 2019-2020, 2020-21, 2021-22)
- d. The Bidder should be registered with Labour Department for supply of manpower.
- e. Agencies having **The Private Security Agencies (Regulation) Act (PSARA), 2005** Certification or Agencies applied for the same are only eligible for participation of tendering process.
- f. No. of manpower specified in each labour licence, issued by the Labour Welfare Department in financial year 2021-2022, shall be considered to meet out the requirement of minimum Three hundred ten (300) manpower in any District of any state of India in financial year 2021-2022. It is hereby clarified that a bidder may have one labour licence of minimum Three hundred ten (300) manpower in financial year 2021-2022 or may have more than one labour licence for different number of manpower in financial year 2021-2022 to meet out requirement of pre-qualification
- h. The Bidder must have either the Registered Office or the functional Branch Office
Located in Delhi NCR.
- i. The Bidder should be registered with the Goods and Services Tax Authorities.
- j. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfilment of Contractual obligation in last 7 (Seven) financial years.

- k. The bidder must have minimum working capital (Liquidity) of 23.08 Lacs or more in the last audited financial year.

The Bidder shall also furnish the following documentary proof, as per eligibility criteria):

- a. For above criteria 4.1a
- i. Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc.
 - ii. Articles of Association and Memorandum of Association (if applicable)
- b. For above criteria 4.1b
- i. Form 4: Work Experience with documentary evidence
- c. For above criteria 4.1 c,d,e, 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 PAN, ITR for last 3 years.
- d. For above criteria 4.1c
- i. Self-attested copy of certificate of Labour Department for supply of manpower
 - ii. Self-attested copy of certificate of Private Security Agencies (Regulation) Act (PSARA), 2005.
- e. For above criteria 4.1d
- i. Self-attested copy of ESI and EPF registration certificate
 - ii. Form 12: Personnel Details
(Self-attested copy of EPF registration number with Challan copy of the EPF submitted for at least 250 personnel; Self-attested copy of ESI registration number with Challan copy of the ESI submitted for at least 250 personnel)
- f. For above criteria 4.1e
- i. Proof of Registered Office or the functional Branch Office located in Delhi NCR
- g. For above criteria 4.1f
- i. Copy of GST registration certificate
- h. For above criteria 4.1g
- i. Form 7: Undertaking

4.2. Information of the Technical and Financial Proposal

- a. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- b. The Bidder satisfying the criteria under Clause 4.1 shall be considered as qualified.
- c. The financial proposal of only qualified Bidders shall be opened for evaluation.

- d. The Bidder with the lowest quoted price for the entire term of 03 years in the financial quote (L1 bidder) shall be selected for the award of contract.

4.3. Selection of Bidder

NMRC shall award the Contract for Housekeeping and Security Services at NMRC Staff quarters and Head Office to the Lowest Tenderer (L1 bidder), whose tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents.

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

4.4. 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 60 (Sixty) 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 Purchaser reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful tenderer. The bidder is bound to accept the increase or decrease in the tendered quantity up to 25% under this clause without any change in unit price.**
- f. In case the variation in individual items or the group of items as stipulated above, is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the NMRC and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity. In case the contractor executes the extra quantity without written approval of the NMRC with specific instructions to execute pending the finalization of rates, the payment shall be made at contract rate only. In the event of disagreement, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items

and the Engineer shall be free to get such additional quantities beyond 25% new items executed through any other agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.

4.5. Performance Bank Guarantee / Security Deposit

- a. To fulfill the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit 3% 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 valid for 4 years within 30 days from Notice of Award. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. In case of extension of tenure by 6 months, the performance bank guarantee shall be extended by 6 months as well. It is to be ensured that Bank Guarantee issuing as well as encashing branch located in Delhi/NCR and renewed in advance before the expiring of existing Bank Guarantee.
- b. It is to note that if contract value increases by more than 25% of the original contract value, the performance bank guarantee shall be increased accordingly.
- c. A Contract agreement will have to be signed by the Contractor at his cost on proper stamp paper. Without performance guarantee by Contractor, Contract agreement shall not be signed.
- d. NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
 - i. Any amount which NMRC becomes liable to the Government/Third party due to any default of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.
 - ii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Contractor or any person duly empowered in his behalf.
 - iii. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- e. Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Contractor Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement.

4.6. Contract during Proposal Evaluation

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

writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:

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

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

4.7. Project Financial Terms

4.7.1. Tenure of Agreement

The tenure for Housekeeping and Security services Contract Agreement shall be for a period of 03 (Three) years from the Commencement Date which has been agreed by the parties.

4.7.2. Schedule of Payment

- a. The payment will be made on a monthly basis as per the accepted rates based on the activities carried out as in the Schedule of work defined in Annexures of tender document.
- b. The value of all work done in accordance with the Contract, and the amount which is finally due, and 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.
- c. Joint Payment Procedure – Payment shall be made monthly. Attendance of the staff (verifiable record) and details of deployment of machinery and chemicals is maintained at staff Quarter and NMRC Head Office on daily basis. Preferably online disbursement of wages of staff/ workers to be done and complied statement to be submitted to NMRC for verification. These records shall be submitted by 25th of each month to enable NMRC to release 75% of due payment for the current month payment may be released by 5th of the next month so that wages shall be paid by 7th of next month by the agency. The detail bills complying all the statutory provisions shall be submitted by 15th of the next month so that balance 25% payment of preceding month shall be released.
- d. No overtime is considered to achieve higher level of safety standards. The tenderer should consider execution of work in shifts as per Employer's Requirement. The agency must ensure timely payment of Salary, PF, ESI etc. and prompt medical facility to sick/injured and to staff .
- a. The payment of monthly bills will be released only after receipt of documentary evidence towards
 - i. Payments of agreed wages to the personnel deployed in NMRC through Bank Account
 - ii. Details of EPF and ESI amount deposited for the previous month along with **two copies** of challan and list of workers/ employees for which such EPF, ESI contribution amount has been deposited. (It is to be noted that Separate Provident Fund Code No./ ECR to be created for personnel deployed at NMRC). Copy of bill period month's contract specific EPF Challan, ECR and ESI Challan.
 - iii. Copy of bill period month's contract specific GST Challan /confirmation
 - iv. Necessary undertakings /annexure(s).
 - v. Any other document demanded by NMRC.
- b. A requisite portion of the bill or whole of the bill amount shall be held up till such proofs are not furnished, at the discretion of the NMRC

RFP for Housekeeping and Security arrangement of Staff quarters and Head office and NMRC Head Office at Noida- Greater Noida corridor.

- c. The payment shall be done after deducting direct/indirect tax and labour cess etc. as applicable.
- d. No amount of interest will be payable by NMRC, in case of delay or on any other count.
- e. Necessary certificate of deduction of Income Tax at source shall be issued and furnished to the Contractor.
- f. Any type of statutory taxes applicable on services under this tender (either in force at present or made applicable in future by a competent order/notification) will be borne by the Contractor and the Corporation would make no extra payment on this account.
- g. No advance payment will be made to the Contractor.

4.7.3.Payment Terms

The Contractor shall preferably be made the payment of the Contract fee and other dues to NMRC by E-Mode i.e. RTGS/NEFT for credit of the designated account of the Contractor.

- a. Payment for manpower shall be made by NMRC in (INR) Indian Rupees against the documents as mentioned in Clause above.
- b. The Rates, Per 9 Hours Shift with 1 hour of break Per Day, accepted by NMRC shall remain fixed/firm through-out the contract period without any variation/escalation, except on account of revision in Minimum Wages as notified by Central Government, and will be applicable uniformly for all working days including Weekdays, Weekends, Gazette Holidays, National Holidays, Festivals etc.
- c. For the purpose of On-account payment, the Contractor shall submit detailed duty hour's shifts actually carried out at staff Quarter and NMRC Head Office/other locations as per NMRC prescribed format for checking and payment, as required. Payment will be effected based on unit rates as approved in the Bill of Quantities.
- d. The contractor shall be required to make a written request, on their company's letter head, for release of 75% of the billing amount corresponding to the services rendered as communicated by concerned office of NMRC. The contractor shall be required to submit the same to concerned office of NMRC within two working days from the date of intimation by concerned office of NMRC about the shifts manned by the contractor. No other document is required to be submitted by the contractor with this request.
- e. In case the contractor fails to submit the completed bill of a particular billing period for which 75% running account payments has been made then running account payment for the subsequent month's services rendered will be reduced to 50%only.
- f. The payment shall be made on a monthly basis for numbers of days /Shifts worked in a month. Payment shall be made only as per attendance recorded in registers in all circumstances. At the end of the month, the contractor shall submit necessary documents & Bill in the standard format for payment.
- g. If the contractor fails to submit the completed bills of a particular month even after lapse of 2 subsequent months then necessary action for termination of the contract shall be initiated.

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

These conditions shall be part of the contract agreement.

5.1. General Provisions

5.1.1. Governing law and jurisdiction

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the acceptance of tender has been issued. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District court located in Gautam Buddha Nagar, Uttar Pradesh, India.

5.1.2. Notices

- a. Any notice, request or consent required or permitted to be given or made pursuant to these general conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.
- b. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.
- c. The Contractor shall forthwith notify the Employer of any change in constitution of the firm.

5.1.3. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the Corporation or the Successful Bidder may be taken or executed by the officials as formally designated by each party.

5.1.4. Taxes and Duties

- a. The Contractor and their personnel shall pay such direct and indirect taxes (GST), duties, fees, and other impositions levied under the Government of India Act, the amount of which is deemed to have been included in the Contract Price.
- b. The contractor shall maintain details of SGST/UTGST & CGST paid and submit the following forl. Tax Invoice; GSTR-1 return filled with the respective authority or the form of return as amended by the Central/State Government time to time & copy of challans in regard to deposit of GST; Certificate of the Chartered Accountant in regard to turnover of the contractor relating to NMRC project and deposit of due taxes with respective tax authorities; Relevant abstract of filed GSTR-1 return showing the details of relevant tax invoice submitted by the contractor.
- c. The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor's in respect thereof, which may arise.

5.2. Commencement, Completion, Modification, Arbitration and Termination of Contract

5.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as discussed and agreed with the Bidder. The date the Contract comes into effect is defined as the Commencement Date.

5.2.2. Commencement of Services

The Firm shall begin carrying out the Services from the Commencement Date or any such date as specified by the Corporation.

5.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 5.2.6 hereof, these standard conditions shall expire at the end of such time period after the Commencement Date as given in the time schedule in RFP Document.

5.2.4. Modifications or Variations

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.2.5. Force Majeure

- a. Definition: For the purpose of these standard terms, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- b. No Breach of Contract: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- c. Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. Payments: If the Works shall suffer loss or damage due to such Force Majeure, the Contractor shall be entitled to have included, in an Interim Payment Certificate, the Cost of work executed in accordance with the Contract.

5.2.6. Termination of Contract

a. By the Corporation (NMRC)

The Corporation may terminate this Contract in case of the occurrence of any of the events of default as specified in paragraphs through x except vii and viii of this Clause.

- i. If the Contractor fails to commence the work within 15 days from date of signing of contract or any other time timeframe as communicated by NMRC in written.
- ii. If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Corporation may have subsequently approved in writing.
- iii. If any information provided by the Contractor in the Bid submission is found to be false later on.
- iv. If the Contractor is not complying with applicable labour laws for the workers/staff deployed on the project.
- v. If the Contractor becomes insolvent or bankrupt.
- vi. If the Contractor, in the judgment of the NMRC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vii. If, as the result of Force Majeure, the Contractor are unable to perform a material portion

of the Services for a period of not less than thirty (30) days.

- viii. If the Corporation, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- ix. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.15.2 hereof.
- x. The Contractor suspends or abandons the operations of the Project without prior consent of NMRC, provided that the Contractor shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) or on account of breach by NMRC of its obligations under this agreement.

Consequences in case of Termination in Event of Default by Contractor

Without prejudice to any other right or remedy which NMRC may have in respect thereof under this Agreement, upon occurrence of an Event of Default, NMRC shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor, provided that before issuing the Termination Notice, NMRC shall by a notice in writing inform the Contractor of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 60 (sixty) days from the date of the Preliminary Notice (Cure period), NMRC shall be entitled to terminate this Agreement by issuing the Termination Notice. Provided further that:

- i. If the default is not cured within 30 (thirty) days of the Preliminary Notice, NMRC shall be entitled to encash the Performance Bank Guarantee with a notice to the Contractor (Encashment Notice)
- ii. If the default is not cured within 30 (thirty) days of Encashment Notice and a fresh Performance Bank Guarantee is not furnished within the same period, NMRC shall be entitled to issue the Termination Notice.

b. By the Contractor

The Contractor may terminate the Contract, by not less than thirty (30) days' written notice to the Corporation, such notice to be given after the occurrence of any of the events specified in paragraphs i through iii of this Clause:

- i. If the Corporation fails to pay any money due to the Contractor pursuant to the Contract and not subject to dispute pursuant to Clause hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
- ii. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- iii. If the Corporation fails to comply with any final decision reached as a result of arbitration pursuant to Clause 5.15.2 hereof.

5.2.7. Upon Termination of this Agreement for any reason whatsoever

- a. The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

5.3. Deployment

The man day (deployment) is for nine hours shift which includes 1 hour break. Timings of the shift are changeable and shall be fixed by NMRC from time to time depending upon the requirement / traffic pattern at different staff Quarter and NMRC Head Office / locations of NMRC.

5.4. Contract Labour Appearance and Requirements

- a. The Housekeeping personnel shall dress in neat, clean and prescribed uniform with proper name badge prominently displayed.
- b. The Housekeeping personnel shall acquaint themselves with the staff Quarter and NMRC Head Office systems at respective Noida Staff Quarter and NMRC Head Office / other installations.
- c. The Character and Antecedents of all the Housekeeping Personnel and Supervisors before being deployed in NMRC system, shall be got verified from the local police authorities. A copy of the CV (Resume) and Character and Antecedent Verification report shall be deposited by the Contractor to NMRC before the commencement of the services.

5.5. Obligations of the Contractor

- a. **Conflict of Interests:** The Contractor shall hold the Corporation's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- b. **Prohibition of Conflicting Activities:** The Contractor shall not engage, and shall cause their Personnel as well as their Sub-Firms and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- c. **Confidentiality:** Except with the prior written consent of the Corporation, the Contractor and the Personnel shall not at any time communicate to any person or entity any information, maps, images, reports, etc. acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. This clause shall survive even after expiry of this contract.
- d. **Accounting, Inspection and Auditing:** The Contractor shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.
- e. If any damages / loss / theft etc. occurs in the Staff Quarter and NMRC Head Office premise / area under supervision due to personnel's negligence / failure during the course of duty or otherwise the same shall be the sole responsibility of the Contractor and necessary compensation shall be paid by the Contractor to NMRC as per the actual cost assessed by NMRC.
- f. The Contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act-1948, Employees State Insurance Act-1948, Employees Provident Fund & Miscellaneous Provisions Act-1952, Contract Labour (Regulation and Abolition) Act-1970 and various other acts as applicable from time to time with regard to the labour / personnel engaged by the Contractor under the contract.
- g. The contractor should have a valid license from concerned labour authorities, under the Contract Labour (Regulation and Abolition) Act-1970, during the entire currency of the contract.
- h. The contractor should have a valid registration with Employees Provident Fund, Employees State Insurance and GST.
- i. The Contractor shall give Basic Training / Familiarization of NMRC's System / Working to his personnel before deploying the same in the NMRC system. However, it may be noted that this period will not be counted as shifts manned by Contractor's personnel for the purpose of payment under the contract.
- j. The Contractor shall indemnify and hold NMRC harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract

provided by the Contractor.

- k. The Contractor shall have his own Establishment / Set-up / Machinery / Mechanism / Training Institute with related Training Aids (or should have tie up with a professional Training Agency), required Vehicles, Execution & Supervision team etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- l. Contractor shall ensure that its personnel shall not at any time, without the consent of NMRC, in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by NMRC and shall not disclose to any person information to the affairs of NMRC.
- m. Contractor shall deploy his personnel only after obtaining NMRC's approval duly submitting Curriculum Vitae (CV) of these personnel to NMRC in advance. For any change in Contractor's personnel, NMRC shall be advised at least one week in advance and Contractor shall be required to obtain NMRC's approval for all such changes along with their CVs.
- n. All necessary reports, records, registers and other information, under the Contract and all other Statutory Laws, shall be deposited by the Contractor on demand by NMRC.
- o. The Contractor will maintain all record of property & equipment of NMRC handed over to him for use or under his control. Any damage or loss caused by Contractor's persons to the property & equipment of NMRC Ltd. in whatever form may be recovered from the Contractor. Contractor shall not be held responsible for the damages/sabotage caused to the property of NMRC due to the trade union / riots / mobs / armed dacoit activities or any other event of force majeure.
- p. The Contractor shall ensure that personnel deployed under the contract are not members of any union.
- q. Attendance register of manpower deployed for the execution of services shall be maintained by the Contractor.
- r. Register of shift schedule specifying allocation of duties to the personnel shall be maintained by the Contractor.

5.6. Coordination with Other Contractors

The Contractor shall plan and execute the contractual work in coordination & in co-operation with other Contractors working for similar/other contracts.

5.7. Contractor's Obligations towards Tax Laws

The Contractor shall ensure full compliance with various Tax Laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements, evidencing filing of returns every year and shall keep NMRC fully indemnified against liability of tax, interest, penalty etc. of the contract in respect thereof, which may arise.

5.8. Compliances

- a. In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, NMRC may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by NMRC from the Contractor.
- b. If any money shall, as a result of any instructions from the Labour Authorities or claim or application made under any of the Labour Laws, or Regulations, is directed to be paid by NMRC, such money shall be deemed to be payable by the Contractor to NMRC within seven days after the same shall have been demanded from the Contractor. NMRC shall be entitled to recover the

amount from the Contractor by deduction from money due to the Contractor.

- c. Salary / Payment to the contracted employees shall be made by 7th of every month by the Contractor.
- d. The Team Leader/Supervisor/Housekeeping staff will be employee of the Contractor and all Statutory / Other liabilities will be paid by the Contractor such as ESI, PF and expenditure on Uniform, etc.
- e. As far as EPF & MP Act, 1952 is concerned, it shall be the duty of the Contractor to deposit the PF subscription, deducted from the payment of the labour engaged and equal amount of contribution made (Employer's Share) with the PF authorities within 7 days of close of every month. Contractor shall give particulars of the employees engaged by him for NMRC works and is required to submit details to NMRC. In any eventuality if the Contractor fails to remit employee / employer's contribution towards PF subscription etc. within the stipulated time, NMRC is entitled to recover the equal amount from any money due or accrue to the Contractor under this or any other contract with NMRC and deposit the amount in the name of the Contractor with RPFC with an advice to RPFC, duly furnishing particulars of labour engaged for NMRC works.
- f. During the currency of contract agreement, the Contractor shall abide by all statutory laws.
- g. The Contractor shall, if required by the Employer, deliver to the Engineer or to his office; a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor or his subcontractors on the Site. In case of death of staff, the agency is required to deposit Rs. 1,00,000/in NMRC Labour welfare fund to enable NMRC to release Rs 2,00,000/for heir apparent as immediate relief to his dependent. Subsequently agency should facilitate compensation on priority. Violation of these basic provisions shall attract a penalty of 5% of average annual contract value and repeated violations shall lead to termination of contract.

5.9. Obligations of Corporation

NMRC agrees to provide support to the Contractor and undertake to observe, comply with and perform, subject to and in accordance with the provisions of the Agreement and the Applicable Laws.

5.9.1. Assistance and Exemptions

The Corporation shall use its best efforts to ensure that it shall provide the Contractor such assistance as reasonably required for delivering the services.

5.9.2. Facilities

The following facilities will be provided by NMRC-

- a. One room at the designated location, to be utilized as control for day to day operational requirement, with sufficient lighting arrangement.
- b. Communication facility i.e. Intercom and wireless sets to the personnel as per the NMRC's assessment

5.10. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5.11. Penalties

- a. For poor quality of housekeeping work i.e. improper cleaning/ sanitation, and drain blockage a spot fine for Rs 2,000/- to 5,000/-, can be imposed. In addition to this for rodent nuisance, short deployment of manpower, machinery and cleaning reagents, a spot fine of amounts as

- mentioned in tender document shall be imposed. The penalty may be reviewed by the authority/ official higher than the official who levied penalty on written request by the housekeeping agency. Such request should be made within 15 days of the levy of penalty.
- b. This penalty shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.
 - c. The Contractor shall co-ordinate his programs to the extent feasible with the programs of other contractors to be engaged at the site or in the vicinity of the site, as furnished by the Engineer so that the works can be carryout as per the overall programmed.
 - d. If any damage to any of the equipment installed at the staff Quarter and NMRC Head Office due to presence of rodent is noticed or any damage to equipment due to rodent takes place, a penalty of Rs 2500/- shall be imposed for each incident. For pest control work concerned wing in-charge will certify regarding quality of the application. Decision of NMRC shall be final.
 - e. Contractor shall maintain the attendance Register for morning, evening night and general shift staff. If the short deployment of staff is noticed deduction shall be as per daily wages for short deployment plus suitable penalty of Rs.1000/- for each short deployment.
 - f. Suitable penalty for theft, loss, missing of sanitary and water supply installation/ equipment, fittings shall be imposed by NMRC. However total penalty should not exceed 10% of contract value.
 - g. Other penalties shall be as per the provisions laid in the tender document

5.12. Security Measures

- a. Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees. If any employee of contractor is caught stealing NMRC property, a fine of Rs. 50,000/- shall be imposed on the contractor plus recovery of cost of material in addition to the police action against the housekeeping staff . Decision of NMRC shall be final.
- b. Contractor's employees and representatives shall wear identification Badges (cards), uniforms, helmets, gum boots & other safety/protection wear as directed by in charge, and to be provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while at site.
- c. All vehicles used by the Contractor shall be clearly marked with the Contractor's name and identification mark.

5.13. Accidents

It shall be the entire responsibility of the Contractor to adopt all the safety measures & deploy manpower that is adequately trained in safety. If any accident occurs within the staff Quarter and NMRC Head Office area due to negligence on the part of the Contractor's personnel or otherwise, it shall be the full responsibility of the Contractor only.

5.14. Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract Agreement, NMRC may reject a Bid, withdraw the NOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMRC shall be entitled to forfeit & appropriate Bid Security or Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under Bidding

Documents and/ or Contract Agreement, or otherwise.

- b. Without prejudice to the rights of NMRC under Clause 5.14a here in above and the rights and remedies which NMRC may have under the NOA or the Contract Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by NMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Contract Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by NMRC during a period of 3 (three) years from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
 - i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - iii. "collusive practices" means a scheme or arrangement between the Contractor, with or without the knowledge of the authority, designed to establish prices at artificial, non-competitive levels;
 - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
- d. Measures to be taken:
 - i. The Corporation shall have right to cancel the engagement of the Contractor, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

5.15. Settlement of Disputes

a. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the Project. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

b. Conciliation

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this license agreement or breach, termination shall firstly be attempted to be settled by conciliator appointed/nominated by ED/NMRC on receipt of such request from either party. The conciliator shall make the settlement agreement. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

Arbitration:

All disputes relating to this agreement contract or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be attempted to be settled by mutual discussion and consultation with parties here of in event of any such disputes or any disputes or claims are not settled in aforesaid manner, then the disputes claim shall be referred for arbitration.

The matter referred to arbitrators appointed by Managing Director, NMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole arbitrator, if the total value of the claim is up to Rs 50 Lakhs and to a panel of 3 arbitrators for the claims of more than Rs. 50 Lakhs. License shall have to choose the sole arbitrator from the panel of 3 and / or one arbitrator from the panel of 5 in case 3 arbitrators are to be appointed. NMRC shall also choose one arbitrator from this panel of 5 and 2 so

RFP for Housekeeping and Security arrangement of Staff quarters and Head office and NMRC Head Office at Noida- Greater Noida corridor.

chosen will choose the 3rd arbitrator from the panel only. The arbitrators shall be appointed within a period of 30 days from the date of receipt of written notice / demand of appointment of the arbitrator from either party.

The decision of sole arbitrator / panel of arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Noida, UP. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

Rules Governing Arbitration Proceeding:

The arbitration proceedings shall be governed by Indian arbitration and conciliation act 1996, as amended from time to time including provisions in force at the time the references made.

c. Jurisdiction

The Court at Gautam Buddha Nagar, UP shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

5.16. Determination or Rescission of Agreement

NMRC without any prejudice to its right against the Contractor in respect of any delay by notice in writing absolutely determines the contract in any of the following cases:

- a. If the Contractor being a firm/company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make up a winding order.
- b. If the Contractor is in breach of any of terms of Agreement
- c. When the Contractor has made himself liable for action under any of the cases aforesaid the Corporation shall have powers :
 - i. To determine or rescind the Agreement
 - ii. To engage another Contractor to carry out the balance work debiting the Contractor the excess amount if any so spent

5.17. General Indemnity

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

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

5.18. Miscellaneous

- a. Insurance and Waiver of Liability- The Contractor will bear the cost, throughout the term of the Contract, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in NMRC premises, including death or injury caused by the sole negligence of the Contractor or the Contractor's failure to perform its obligations under the agreement. The Contractor shall submit to NMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Contractor agrees and undertakes to indemnify and hold NMRC harmless against any liability, losses, damages, claims, expenses suffered by NMRC because of such default by the Contractor.
- b. The Contractor shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Contractor will indemnify

NMRC Administration for any loss and damages suffered due to violation of its provision.

- c. The Contractor shall comply with the laws of land. NMRC will not be held liable for any change/modification in the laws that adversely affect this Agreement. Contractor shall have no right / claim in this regard, whatsoever the reason may be.
- d. The Contractor hereby indemnifies NMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Contractor or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- e. The Contractor hereby agrees that NMRC shall have no responsibility as regards Contractor employees and the employees shall be the employees of Contractor only and shall not be construed under any circumstances as employees of NMRC. Contractor hereby indemnifies NMRC against the claims made by Contractor's employees against NMRC.
- f. The Contractor hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Contractor hereby indemnifies NMRC against any liability arising in connection with the employment of its personnel in the said premises by Contractor. Contractor hereby undertakes to carry out police verification of its employees and submit the copy of same to NMRC in accordance with NMRC's policies regulations prevalent at that time.
- g. That no tenancy/sub-tenancy is being created by NMRC in favor of Contractor under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that -
 - i. That the Contractor shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise
 - ii. That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by NMRC in favor of Contractor in or in respect of the said premises, except to carry out their activities over the granted space under this Contract Agreement; and
 - iii. That the rights, which Contractor shall have in relation to the said premises, are only those set out in this Agreement.
- h. The relationship between NMRC and Contractor under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between NMRC on the one hand and Contractor on the other hand in connection with and/or relating to business to be operated by Contractor at the said premises
- i. Contractor shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Contractor and these personnel shall at no point of time be construed to be employees of NMRC and the Contractor shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Contractor shall indemnify NMRC from any claims that may arise in connection with above.
- j. Employees conduct - The Contractor shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Contractor shall, within 45 days of handing over of the staff Quarter and NMRC Head Office, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of equipment installation. The personnel deployed shall

- be decent, courteous and without any adverse or criminal background. In this connection, Contractor shall be required to furnish declaration to NMRC with respect to all his personnel deployed. Further, within 45 days of issue of LOA, Contractor shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to NMRC. All the Contractor's personnel shall be required to possess ID card while working in NMRC's premises as per prevailing procedure. Access inside the staff Quarter and NMRC Head Office in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
- k. The Housekeeping and Security Services at NMRC Staff quarters and Head Office are provided by the Contractor at the Staff Quarter and NMRC Head Office on exclusivity basis. NMRC shall not engage in future any third party for these services in the Staff Quarter and NMRC Head Office during the currency of Contract period.
- l. That the Contractor shall appoint a Supervisor whose scope of services with respect to this Contract agreement shall also include following:
- i. Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
 - ii. Ensure that fire detection and suppression measures were installed inside his premises are kept in good working condition at all times. The Contractor will at any case keep firefighting equipment as per NMRC requirements as indicated by the Fire officer / Authorized representative of NMRC inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipment. The Contractor will be solely responsible for any loss of life or property due to nonfunctional of fire safety facilities in emergencies. The fire officer / authorized personnel, of the Corporation will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the Corporation's fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorized personnel of the Corporation will be borne solely by the Contractor.
 - iii. Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.
- m. That the Contractor shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and NMRC shall not be liable or responsible for any of the act or omissions committed on the part of the Contractor.
- n. In case of restricted availability of power supply / breakdown, the staff Quarter and NMRC Head Office power requirements would get first priority and this may result in restriction / rostering of power supply to the Contractor in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of NMRC or such causes where the supply of NMRC is affected by a cause or causes over which NMRC has no control, NMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- o. The Contractor voluntarily and unequivocally agrees to provide unfettered and unconditional access to the premises for security checks by security officers of the Corporation and also agrees to comply with all directives as may be given from time to time by the security officers of the Corporation.
- p. Misuse - The Contractor shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Contractor carries on any business or uses the said premises for any other purposes the Contract shall deemed to have been misused and NMRC (Corporation) shall immediately terminate the said

agreement. All liabilities for misused charges and misuser proceedings, if so initiated shall be that of the Contractor only. The Contractor will indemnify and keep indemnified NMRC for any losses on this account.

- q. Compliance with the Law - The premises and the appurtenances thereto (except those installed by NMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Contracted premises. The Contractor at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Contractor shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Fire department. The Contractor shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the MD, NMRC or any official of NMRC. Non-compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Contractor shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi-judicial body / authority. The same shall be the responsibility of Contractor.

6. Section 6: Special Conditions of Contract

6.1. Part-1: Special Conditions of Contract (General)

6.1.1. Right of Way

Right of way (within NMRC land) to the work site will be provided to the Contractor.

6.1.2. Coordination with Other Contractors

The contractor for this package shall plan and execute work in coordination and in cooperation with other contractors working for adjacent/other packages,

6.1.3. Sufficiency of Tender

1. The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.
2. The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the activities given as per specifications.

6.1.4. Notices and Instructions

The Contractor shall furnish to the Employer/Engineer the postal address of his office at Noida. 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.

6.1.5. Responsibility for Specifications

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

6.1.6. Supply of Materials Tools, and Equipment by the Employer

No material, tools, and equipment shall be supplied by the Employer. The Contractor has to arrange all tools, equipment as well as cleaning reagents and consumables required for the work. The Contractor shall have to identify sources for supply of all such cleaning reagents and consumable materials and get them approved by the in-charge before the use. The Contractor shall submit the sample to the in charge and shall use only after the sample is approved. Nothing extra shall be payable to the Contractor on this account. The contractor should have the capacity to keep the equipment in good fettle.

6.1.7. Use and Care of Site

1. The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the in-charge.
2. All garbage/debris shall be removed from site daily or as they accumulate. All garbage/ debris shall be disposed to pre-approved locations in covered position. The necessary materials required i.e. cartoons/ dustbins (Transparent) etc to be provided by the contractor at his cost. The transportation for disposing the debris shall also be arranged by the contractor. The Waste disposal shall be done in sealed condition without affecting the Environment. Each dustbin shall have a polythene cover kept inside & will be emptied when it is full in a bigger Dust Bin. Bigger dustbins shall be Sealed & Transported to pre-approved location, where they are emptied. Spare Dustbins shall be kept for rotation.

3. All surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.
4. All Electrical and Electronic equipment shall be cleaned by trained and authorized staff under the supervision of an authorized representative of N.M.R.C.
5. The contractor shall clean only these areas of the Electrical / Electronic & other specified equipment which are either mentioned in the specifications or are permitted by the Employer or mentioned by the authorized representative of the Employer.
6. Accidents;- It shall be the entire responsibility of the contractor to adopt all the safety measures & deploy cleaning personnel who are adequately trained in safety. If any accident occurs within the staff Quarter and NMRC Head Office area due to cleaning & housekeeping operations or due to negligence on the part of the contractor's personnel, it shall be the full responsibility of the contractor.
7. No contractor's material/equipment shall be carried by Metro Trains.

6.1.8.Housing Facilities

The Contractor shall have to make his own arrangements for housing facilities for his staff

6.1.9. Supply of Water and Electricity

1. The Employer shall make arrangements for Water supply and Electricity necessary for the Works.
2. The contractor shall make his own arrangements to tap the Electricity from the nominated sockets / points. The contractor shall tap the Electricity as per IE Rules & IE Act (Latest) duly following all safety precautions. The contractor shall submit full scheme for the requirement of Electricity & water. If scheme mentions Electricity requirement which is beyond the capacity of the Employer, in that case the contractor shall make his own arrangements / alternative arrangements.
3. The Contractor should make his own arrangements to draw the water from the available water point to the working place without affecting the premises.

6.1.10. Access Roads and Haul Roads

Existing roads and other public roads may be used by the Contractor to carry out Cleaning & Housekeeping activities, with prior approval of the competent authority. The Contractor shall pay the statutory vehicle license and permit fees for use of public roads. Right of way to the work site shall be provided to the contractor and his employees. They shall always carry their photo identity card.

6.1.11. Deductions to be made from Contractor's Bill

Tax deduction at source from each on-account progress bill shall be made by the employer as per the provisions of the statutes/acts of statutory bodies/local authorities etc.

6.1.12. Cleaning & Housekeeping and Security Programme & Penalty

1. The Contractor shall prepare and submit his detailed working programme. As per the frequency shown in tender document. It will be displayed at site by the contractor.
2. The period of contract is for 03 years.

6.1.13. Ecological Balance

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

the following instructions.

- a. Where destruction, scarring, damage or defacing may occur as a result of operations relating to Cleaning activities, the same shall be repaired, replanted or otherwise corrected at Contractor's expense. All work areas shall be smoothed and graded in a manner to conform to natural appearance of the landscape as directed by the Engineer.
 - b. All trees and shrubbery, which are not specifically required to be cleared or removed for cleaning purposes, shall be preserved and shall be protected from any damage that may be caused by Contractor's cleaning operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the In-charge. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Contractor's expenses.
 - c. In the conduct of cleaning activities and operation of equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air/noise pollution.
5. Separate payment shall not be made for complying with provisions of this clause and all cost shall be deemed to have been included in the price in the Bill of Quantities.
 6. Contractor shall use Environmental friendly chemical / detergents / reagents for the purpose of cleaning & housekeeping to the extent possible. Contractor shall submit Material safety data sheets & shall follow the instructions written in material safety data sheets. The handling & Storage of materials shall also be done as per materials safety data sheets.

6.1.14. Resources Report

The Contractor shall submit to the in charge each month a detailed list by trade classification, of manpower employed during the report period as also a list of all serviceable major items of cleaning machineries / equipment on site.

6.1.15. Contractor's Office

The Contractor shall establish an office in the 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 office at convenient and approved locations for coordination and for monitoring the progress of fieldwork at his own cost.

6.1.16. Noise and Disturbance/Pollution

1. All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.
2. Subject and without prejudice to any other provision of the Contract and the law of the land and its obligation as applicable, the Contractor shall take all reasonable precautions.

6.1.17. Price Variation Clause

1. Any escalation in the minimum wages due to revision of wages, revision in VDA notified through government order/circulars etc after the date of submission of tender shall be compensated by NMRC.

6.1.18. Cleaning & Housekeeping and Security Records

RFP for Housekeeping and Security arrangement of Staff quarters and Head office and NMRC Head Office at Noida- Greater Noida corridor.

Contractor will have to maintain proper records of Cleaning & Housekeeping and Security for each activity. Similarly, Contractor will have to make a Cleaning & Housekeeping and Security Plan. Some of the records to be maintained are as follows:

1. Deployment of Man -power in morning, evening & night shifts.
2. Availability of Machines.
3. Utilization of machines
4. Stock details & utilization of Chemicals / Reagents.
5. Details of Cleaning & Housekeeping and Security activities carried in each shift as per Cleaning & Housekeeping and Security schedule of work.
6. Monthly summary of work carried out as per schedule of work.
7. Apart from the above, the Supervisor in each shift will have to sign the cleaning & Housekeeping and Security monitoring booklets which will be kept in the Engineer 's office. These booklets will be also signed by the representative of the Employer in each shift. Two bio-metric machines will be kept in the Engineer's office at Staff Quarter. All cleaning & Housekeeping and Security personnel including Team leader/Supervisor will have to go to Staff room & mark their attendance in these bio-metric machines at the starting and at the end of a shift..

6.1.19. Submittal by the Successful Tenderer and Commencement of Work

Successful Tenderer shall submit the following for getting the approval from the Employer within 3 days from the date of issue of acceptance of NOA.

1. Deployment of minimum man-power as mentioned in Form 13: Deployment of Personnel along with CVs of the Team Leaders and Supervisors. Each CV shall have the current photographs of the person and shall be signed by the person. Each CV shall be submitted duly verified by the contractor's shall contains the following information but not limited to :-
 - a. Name in full
 - b. Father's name
 - c. Date of Birth
 - d. Present Address
 - e. Permanent Address
 - f. Educational Qualification
 - g. AADHAR Card Number
 - h. Cleaning & Housekeeping experience
 - i. Any other experience

On top of every CV, the proposed category is also to be indicated. In case the individual does not have AADHAR Card, it is the contractor's obligation to provide necessary assistance in obtaining the same within one month of deployment of said staff on duty.

2. Deployment of min. no. of Machinery & equipment as mentioned in Form 14: Deployment of Equipment and Machinery along with Technical details like make, capacity, present conditions etc. are to be submitted for approval.
3. The list of Chemicals/Detergents/Reagents/Disinfectants & Pesticides which should be environment friendly to the extent possible along with their applications and Material safety Data sheets are required to be submitted for approval.
4. Detailed Cleaning and Housekeeping procedures for all Cleaning and Housekeeping which shall contain the following but not limited to:-
 - a. Step by step procedure.
 - b. Details of machinery and Equipment, Ladders, Elevated platforms, Mops, special

cleaning equipment etc to be used.

- c. Details of Chemicals/Reagents/Detergents/Pesticides/Disinfectants to be used.

However, the successful Tenderer shall commence the work within 7 days from the date of issue of letter of acceptance of NOA irrespective of approval of the same by the Employer.

6.1.20. Toilet cleaning

1. Housekeeping agency shall be fully responsible for any loss, theft or missing of all the sanitary and water supply fittings installation and equipment in toilets at Staff quarters and Head Office. Any damaged/loss of fittings shall be made good within 24 hrs failing which suitable penalty will be imposed as mentioned under Section 5.11
2. The toilet in housekeeping possession should be kept clean & in hygienic condition and swept every 3 hrs. The drain and sewerage pipe line should be regularly cleaned in a programmed manner. It should be ensured that the choking material such as pocha/ polythene/ both etc. are dropped in drain pipes line. Effort for speedy cleaning the drainage system must be ensured.

a. Insurance

All of the contractor's employees drawing monthly wages up to Rs.21,000/- 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.

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 staff under circumstances mentioned below) which may arise out of the performance of the contract. The insurance shall be at least for the amount of Rs.750000/- for each incident. (CAR policy is not required for Ticket Vending Services).

The Employer's risks of loss or damage to physical property in India and of death and personal injury occurring in India in consequence of the performance of obligations under the Contract are:

- i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- ii. rebellion, revolution, insurrection, or military or usurped power, or civil war, within India,
- iii. riot, commotion or disorder by persons unless solely restricted to or caused by employees of Contractor or of sub-contractors currently or formerly engaged in the Works,
- iv. Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,
- v. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, and
- vi. use or occupation by the Employer of any part of the Works, except as may be specified in the Contract.

Amount of Third Party Insurance = INR 0.75 Million for any one incident, with number of incidents mentioned.

The Contractor shall insure against liability to third parties in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) for any loss, damage, death or bodily injury which may occur to any physical property or to any person (except persons insured under as mentioned below), which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate. Such insurance shall be at least for the amount mentioned.

The Contractor shall affect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Sub-contractor (wherever applicable) in such a manner that the Employer and the Engineer are indemnified under the policy of insurance. For Sub-contractor's employees (wherever applicable), such insurance may be affected by the Sub-contractor, but the Contractor shall be responsible for compliance with this Clause.

b. Intellectual Property Rights

The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights.

The Contractor shall be promptly notified of any claim under this Sub- Clause made against the Employer. The Contractor shall, at his cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Employer or the Engineer shall not make any admission which might be prejudicial to the Contractor, unless the Contractor has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Contractor failing to act at Engineer's notice, the Employer shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under this Contract or any other Contract.

Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the Employer, his successors and assignees a royalty-free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works, designs or inventions incorporated and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works).

If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the Employer and the Contractor shall grant to the Employer a non-exclusive irrevocable and royalty-free licence (carrying the right to grant sub-license) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use.

If the Contractor uses proprietary software for the purpose of storing or relevant records the Contractor shall obtain at his own expense the grant of a licence or sub-licence to use such software in favour of the Employer and shall pay such licence fee or other payment as the grantor of such licence may require provided that the use of such software under the licence may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof.

The Contractor's permission referred to above shall be given, inter alia, to enable the Employer to disclose (under conditions of confidentiality satisfactory to the Contractor) programmes and

documentation for a third party to undertake the performance of services for the Employer in respect of such programmes and documentation.

If any software is developed under the Contract or used by the Contractor for the purposes of storing or utilize the records over which the Contractor or a third party holds title or other rights, the Contractor shall permit or obtain for the Employer (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute.

The Employer reserves the right to use other Software on or in connection with the Works.

6.2. Part- 2: Special Conditions for Cleaning and Housekeeping

6.2.1. Cleaning and Housekeeping Operations Timings:

1. All cleaning and Housekeeping and Security operations should be carried out as per the Schedule of work given in the tender document.
2. All major cleaning and Housekeeping and Security activities should be completed in Duty
3. The cleaning and Housekeeping and Security works in the Staff quarters and Head Office are to be carried out with special care during Days hours in such a manner that it does not affect the movement of Visitors, does not cause any accident to the personnel & Visitors & in a manner that all areas in the Staff quarters and Head Office always gives a perfect clean and Security work. The tentative shift timings of staff Quarter and NMRC Head Office are as follows: -
 - a. Morning - 06.00 hrs. to 15.00* hrs.
 - b. Evening - 14.00 hrs. to 23.00* hrs.
 - c. Night - 22.00 hrs. to 07.00* hrs.
 - d. General Shift - 9.00hrs to 18.00* hrs.

*Each shift duration includes 1 (one) hour break. Above shifts and breaks may be staggered to ensure continuous availability of cleaning and Housekeeping and Security personnel.

6.2.2. Cleaning materials/detergents/ reagents:

1. The environmental friendly cleaning reagents/ detergents to the extent possible to be used for cleaning & housekeeping operations. These should be free from chemical reactions, odorless and should not affect to Visitors. Employees, materials & equipment etc. Employer's approval should be obtained before using the cleaning detergents/ reagents materials.
2. The contractor shall submit the final list of Eco friendly. Reagents/detergents/chemicals with all the necessary Technical details & Test reports which are needed for approval within 3 days of awarding of contract. The Contractor will also submit details of Disinfectants, chemicals /
Pesticides for pest control / Rodent control with full technical details within 3 days for approval. Employer has a right to alter the given approval any time during the period of contract.
- 3.
4. The bidder must have valid ISO 9001:2008 (Quality Management Services), ISO 41001:2018 (Facility Management Services) 14001:2004 (Environmental Management Services), and OHSAS 18001:2007 (Occupational Health and Safety Assessment) or the bidder must have IMS certification. This certificate(s) must be valid on the date of opening of tender. As proof of

validity, the bidder must attach a self-attested copy of the certificate issued by the certifying agency and also the last surveillance audit report, if applicable. Surveillance Audit and Re-certification, if due during the currency of the contract, will have to be ensured by the contractor. Self-attested copies of the referred certificates, latest surveillances and audit reports issued by certifying agency shall be submitted by the bidder along with the tender document without which offer shall be rejected.

5. If in any case it is found that the monthly consumption of Reagents/detergents/chemicals is less than the prescribed monthly consumption then deduction for lesser consumption shall be made as per details provided in Appendix 7: Deduction Rates.

6.2.3. Communication facility:

1. The Team Leader/ Manager should carry mobile/WLL telephone
2. Supervisor of each staff Quarter and NMRC Head Office shall be given a mobile/WLL telephone, which shall be used by all shift-cleaning supervisors round the clock.

6.2.4. Cleaning procedures:

1. In few cases it may happen that employer has provided cleaning & housekeeping procedures for particular equipment. The Contractor will have to follow the same. In certain cases, cleaning & housekeeping operations may be required to be performed when such equipment are in operational condition or they are in energized condition. If employer does not give cleaning and housekeeping procedures, the contractor shall give the cleaning and housekeeping procedures and the same shall be got approved by the Employer. Contractor shall submit the detailed Cleaning procedures for different type of Cleaning & Housekeeping as mentioned in the Tender at various places.
2. All Electrical & electronic equipment shall be cleaned under the supervision of an authorized representative of the NMRC.
3. The contractor shall clean only those areas of the Electrical/ Electronic and other specified equipment, which are either mentioned in the specification or permitted by the Employer or mentioned by the authorized representative of the Employer.
4. Before starting the cleaning and housekeeping operations, detailed procedures including the deployment of staff, machines equipment etc. and the detergents/reagents to be used shall be submitted within 3 days from the date of issue of NOA.
5. Eco friendly cleaning detergents /reagents/ chemicals shall be used with the approval of NMRC. Contractor shall ensure that availability of the cleaning detergents/reagents chemicals etc. adequately. The proper records shall be maintained indicating the stock level of the cleaning detergents/reagents/chemicals etc. on daily basis.

6.2.5. Accidents:

1. It shall be the sole responsibility of the contractor to adopt all the safety measures & deploy Cleaning personnel who are adequately trained in safety.
2. If any accident occurs within the Staff Quarter area due to cleaning & Housekeeping and Security operations or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor.
3. If any damage occurs to the structures/ material & equipment due to cleaning and Housekeeping and Security operations, the cost of damage will be recovered from the contractor's bill.
4. Contractor shall submit the indemnity bond such that the contractor's staff shall not claim of any type, payment, and employment etc. with employer. After completion of contract the contractor shall withdraw all of his staff from the site without any claim.

6.2.6. Safety & display of Signage:

RFP for Housekeeping and Security arrangement of Staff quarters and Head office and NMRC Head Office at Noida- Greater Noida corridor.

1. Contractor shall adopt the necessary safety procedures to avoid any type of accidents to Visitors, Employer’s personnel, any other personnel & to avoid damages to staff Quarter and NMRC Head Office assets.

6.2.7. Consumables to be supplied by the contractor:

2. The following consumables shall be supplied during the contract period at the contractor’s cost.
 1. All cleaning chemicals and consumable items as mentioned
 2. Wherever soap dispensers are not available, contractor shall provide liquid soap with small soap dispensers as approved by the Engineer. Similarly, dispensers for odor control shall also be provided wherever found unavailable.
 3. The schedule to be displayed in toilets/Common area inspected by the official (i.e. Engineer/ Manager)

All items as mentioned above shall be made available. Whenever, any item is consumed, the same shall be replaced immediately.

6.2.8. Uniforms, Name badges & Photo identity cards:

1. Uniforms are to be provided by the agency to worker/staff free of cost.
2. All Supervisors and Cleaning & Housekeeping and Security staff shall wear neat & smart Uniform (Shirt, Pant, shoes etc.) with Firm’s logo. All Team Leaders, Supervisors & housekeeping & cleaning staff shall be provided with Name badges & Photo identity cards. A copy of the photo identity card will be submitted to the Employer having the color photographs of the personnel and not the copy of photographs. Necessary personnel protective equipment shall be provided by the contractor as per the requirement for implementation of ISO 14001 & OHSAS 18001. The contractor will have to get the Police verification done for all the Cleaning & Housekeeping personnel deployed in staff Quarter and NMRC Head Office. Intimation for deployment of new housekeeping staff after police verification to be submitted every month along with bill raised.

6.2.9. Additional Manpower

During any urgency on written requisition of employer representative additional manpower is to be made available for works not covered under scope of work. For extra manpower deployment payments will be made on verification of employer representative in a Format as given below:

Date	Time		No. of Manpower	Required Reason	Signature of Engineer In-charge	Sign of Contractor
	From	To				

6.2.10. Payments and Performance Assessment

The contractor shall keep record of all the activities carried out in each shift on a format approved by NMRC. The contractor shall raise the bill on the basis of a monthly summary of the activities (on a format approved by NMRC) executed and verified by the Contractor & Engineer respectively. The payment would be made on the actual quantity of work executed.

The official of NMRC would carry out minimum one weekly inspection to assess the performance of contractor’s work. On the basis of their evaluation a suitable penalty may be imposed. The penalties imposed would be deducted from the monthly bills and would be in addition to the deduction of the amount for activities not executed by the contractor.

The broad criteria for assessing the performance of contractor’s work is mentioned below service level to be checked before train revenue service start.

A. Floor

Sl.	Parameter	Range	Grade	Remark
1	Shine Level	>70	Excellent	To be measured with a reference gloss meter at 10 locations , once daily
		70-60	V. Good	
		60-50	Good	
		50-40	Average	
		<40	Poor	
2	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on floor at 10 locations , once daily
		75% Dust	V. Good	
		60% Dust	Good	
		50%	Average	
		<50%	Poor	
3	Foot Marks	No Marks / Sqm	Excellent	To be inspected once daily
		2-3 Marks / Sqm	V. Good	
		4-6 Marks / Sqm	Good	
		7-9 Marks / Sqm	Average	
		>10 Marks / Sqm	Poor	
4	Pan &Ghutka Stains	No stains	Excellent	To be inspected once daily
		Any stains	Poor	
5	Bird Droppings	No Droppings	Excellent	To be inspected once daily
		Any Droppings	Poor	

B. Stairs

S.No.	Parameter	Range	Grade	Remark
1	Shine Level	>70	Excellent	To be measured with a reference gloss meter at 5 locations, once daily
		70-60	V. Good	
		60-50	Good	
		50-40	Average	
		<40	Poor	
2	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on stair treadat5 locations, once daily
		75% Dust	V. Good	
		60% Dust	Good	
		50%	Average	
		<50%	Poor	
3	Foot Marks	No Marks / Sqm	Excellent	To be inspected once daily
		2-3 Marks / Sqm	V. Good	
		4-6 Marks / Sqm	Good	
		7-9 Marks / Sqm	Average	
		>10 Marks / Sqm	Poor	

S.No.	Parameter	Range	Grade	Remark
4	Pan &Ghutka Stains	No stains	Excellent	To be inspected once daily
		Any stains	Poor	
5	Bird Droppings	No Droppings	Excellent	To be inspected once daily
		Any Droppings	Poor	

C. Walls and Claddings

S.No.	Parameter	Range	Grade	Remark
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1	Shine Level	>70	Excellent	To be measured with a reference gloss meter at 5 locations, once daily
		70-60	V. Good	
		60-50	Good	
		50-40	Average	
		<40	Poor	
2	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on floor meter at 5 locations, once daily
		75% Dust	V. Good	
		60% Dust	Good	
		50%	Average	
		<50%	Poor	
3	Pan &Ghutka Stains	No stains	Excellent	To be inspected once daily
		Any stains	Poor	
4	Bird Droppings	No Droppings	Excellent	To be inspected once daily
		Any Droppings	Poor	

D. Steel Works

S.No.	Parameter	Range	Grade	Remarks
1	Shine Level	High Gloss	Excellent	To be inspected at 5 minimum locations, once daily
		Medium Gloss	Good	
		Low Gloss	Poor	
2	Bird Dropping	No Droppings	Excellent	To be inspected once daily
		Any Droppings	Poor	
3	Finger/Palm Marks	No Finger prints	Excellent	To be inspected once daily
		Any finger prints	Poor	
4	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on surface at 5 locations, once daily
		75% Dust	V. good	
		60% Dust	Good	
		50%	Average	
		<50%	Poor	
5	Water Hardness Marks	No Marks	Excellent	To be inspected once daily
		Some Marks	V. Good	
		Thick Deposits	Poor	

E. Glass Work/ Finishes with Frames

S.No.	Parameter	Range	Grade	Remarks
1	Bird Dropping	No Droppings	Excellent	To be inspected once daily
		Any Droppings	Poor	
2	Finger/Palm Marks	No Finger prints	Excellent	To be inspected once daily
		Any finger prints	Poor	
3	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on glass at 5 locations, once daily
		75% Dust	V. Good	
		60% Dust	Good	
		50%	Average	
		<50%	Poor	
		No dust	Excellent	

G. Toilets

S.No.	Parameter	Range	Grade	Remarks
1	Mirrors	Clean Mirrors with no water marks	Excellent	All mirrors to be inspected
		Clean Mirrors with some water marks	Good	
		Clean Mirrors with thick deposits	Poor	
2	Wash Basins	Sparkling Clean	Excellent	All wash basins to be inspected
		Clean with few marks	Good	
		Dirty	Poor	
3	WC Seats	Sparkling Clean	Excellent	All WCs to be inspected
		Any Marks	Poor	
4	Floor	Clean & Dry	Excellent	All toilets to be inspected
		Clean but wet	Good	
		Dirty	Poor	
5	Odour	Fragrance	Excellent	All toilets to be inspected
		Smell	Poor	

An average grade in every surprise inspection would be worked out on the basis of the aforementioned criteria and a penalty amounting to Rs10,000/- or Rs15,000/- shall be imposed for grades falling in Poor & Average category. For the evaluation of a grade following points would be assigned to grades:

Grade	Excellent	V. Good	Good	Average	Poor
Point	10	8	6	5	3

This penalty imposed would be in addition to penalties imposed for non-working & unsafe practices and deduction for deficient manpower and activities not performed, as mentioned elsewhere in the tender document.

6.2.11. Additional Conditions of the Contract

1. Identity card to each housekeeping staff and security staff shall be issued by NMRC on payment of requisite fee for police verification and cost of card. The contractor should submit application for this in the prescribed format clearly providing basic details affixing photograph and finger prints of the concerned staff. In the absence of valid identity card, the housekeeping staff and security staff shall not be permitted to enter into the Staff Quarter premises.
2. Team leader and Supervisor employed for cleaning and Housekeeping and Security works should be trained and certified BICS (British Institute of Cleaning Sciences, Gurgaon). They shall in turn train their other Housekeeping Personnel and Security Personal under them. Certificate of Team leader and supervisor should be produced before start of work.
3. The agency is required to mobilize minimum number of necessary machinery and equipment and the list must be pre-approved by the Corporation
4. Audit on working of Tools, Equipment and machinery and utilization of cleaning chemicals shall be conducted every month on a specified date. In addition to this the surprise inspection shall also be conducted during cleaning operations.
5. The cleaning of additional surfaces, areas, or additional works or execution of works/items related to cleaning and housekeeping works not provided in the tender shall be undertaken by the contractor.

6. In emergent situations the personnel deployed at one staff Quarter and NMRC Head Office may be shifted to another neighboring staff Quarter and NMRC Head Office in the package for performing cleaning works. Contractor shall not prefer any claim on this account.
7. The contractor shall issue Employment Card to its workmen in Form-XIV within three days of employment. (CL(R&A)C Rules 76 Chapter-VII). The contractor shall issue Service Certificate to its workmen on termination of employment in Form-XV. (CL(R&A)C Rules 77 Chapter-VII).
8. The contractor shall display Notices Showing the rates of wages, hours of work, wage period, date of payment, Name and address of the Inspectors having the jurisdiction and the date of payment of unpaid wages shall be displayed in English and in Hindi. CL(R&A)C Rules 81(1)(i). A copy of notice shall be sent to the Inspector and whenever any changes occur the same shall be communicated forthwith. (CL(R&A)C Rules 81(2)).
9. The contractor shall maintain following statutory Registers:
 - a. Registers of persons employed in Form-XIII. CL(R&A)C Rules 75 Chapter- VII.
 - b. Muster Roll Register in Form-XVI. CL(R&A)C Rules 78(a)(i) Chapter-VII.
 - c. Wage Register in Form-XVII. CL(R&A)C Rules 78(a)(i) Chapter-VII.
 - d. Deduction Register for Damage or Loss in Form-XX. CL(R&A)C Rules 78(a)(ii) Chapter-VII.
 - e. Register of Fines in Form-XXI. CL(R&A)C Rules 78(a)(ii).
 - f. Register of Advances in Form-XXII. CL(R&A)C Rules 78(a)(ii).
 - g. Register of Overtime in Form-XXIII. CL(R&A)C Rules 78(a)(ii).
10. The contractor shall strictly follow all the statutory labour laws including but not limited to:
 - a. The contractor shall within fifteen days of the commencement or completion of each contract work under each contract submit a return to the Inspector in Form-VIA. CL(R&A)C Rules 25(2)(iii).
 - b. The contractor shall send half yearly return in Form-XXIV (in duplicate) to the Dy. CLC office not later than 30 days from close of the half year. CL(R&A)C Rules 82(1).
 - c. The contractor shall allow its worker a day of rest every week. (Rule-23 of Minimum Wages (Central) Rules, 1950).
 - d. The contractor shall pay wages to his workmen not below the rate of Minimum Wages as notified by **Central Government**.
 - e. The contractor shall deposit PF contribution in respect to all its employees up to the wage ceiling limit of `15,000/-. The PF shall be computed on Minimum Wages. Splitting of wages will not be allowed.
 - f. The contractor shall be covered under ESI act 1948, comply its provisions and facilitate benefits under this act to its workmen.
 - g. The contractors shall pay overtime at the rate of double the ordinary rate of wages, when a worker works for more than nine hours on any day or for more than forty-eight hours in any week. (Rule-25 of the Minimum Wages (Central) Rules, 1950).
 - h. The contractor shall disburse wages at the presence of Authorized Representative of the Principal Employer (sec-72, CL(R&A)C Rules).
 - i. The contractor shall issue wage slips to its workmen at least one day prior to the disbursement of wages. (CL(R&A)C Rules 78(b) Chapter VII)
 - j. All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day. CL(R&A)C Rules-67 Chapter-VI.

6.3 Part 3 Special Conditions for Security Services

- 6.3.1 The contractor shall provide Security to NMRC by deploying fail safe measures, Providing early warning and mobilization troubleshooting elements thereby ensuring:
- a) Protection of NMRC's property, personnel & NMRC Staff against harm / theft / damage.
 - b) Regulate access control at nominated places of deployment, prevent misuse of premises and facilities, prevent trespassing, unauthorized parking, unauthorized construction, prevent squatting in NMRC's premises, vandalism and throwing of garbage in NMRC's area, prevent littering and ensuring cleanliness.
 - c) Undertake firefighting operations with available equipment and resources.
 - d) At ancillary buildings, installations, offices, circulating area of Head Office & Staff Quarter etc.
 - f) Any other job as assigned by NMRC
- 6.3.2 The Character and Antecedents of all the Security Personnel and Supervisors, before being deployed in NMRC system, shall be got verified from the local police authorities.
- 6.3.3 Contractor shall note that the services have been charted out in Section-6 of The Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009. All the Rules & Regulations, as in the Private Security Agencies (Regulation) Act, 2005 and the Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009, shall be followed in-to by the Contractor.
- 6.3.4 Contractor shall submit the undertaking that police verification of each employee and staff is completed before allowing him/her to perform duty. However employee may be permitted to perform duty upto 15 days from the date of issue of authorization list till his/her police verification formalities are completed.
- 6.3.5 The Security Personnel and Supervisor should wear / possess the prescribed uniform/accessories as specified in Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009.
- 6.3.6 The Security Personnel and Supervisor deputed by the contractor shall conform to physical fitness standards as charted out in Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009
- 6.3.7 The Security Personnel and Supervisor deputed by the contractor should be adequately trained in related services. Contractor shall note that the services have been charted out in Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009. The Security personnel and Supervisor shall not accept any gratuity or reward in any shape or form from anybody
- 6.3.8 The Security Personnel and Supervisor shall acquaint themselves with the Head Office & Staff Quarter systems at respective Noida Metro Head Office & Staff Quarters / other installations.
- 6.3.9 The Character and Antecedents of all Security Personnel and Supervisors, before being deployed in NMRC system, shall be got verified from the local police authorities. This is one of the requirements in

the Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009. A copy of the CV (Resume) and Character and Antecedent Verification report shall be deposited by the contractor to NMRC.

Contractor shall deploy his personnel only after obtaining NMRC's approval duly submitting Curriculum Vitae (CV) of these personnel to NMRC in advance. Each CV shall be submitted duly verified by the contractor's authorized representative and shall contains the following information but not limited to:-

- a) Name in full
- b) Father's name
- c) Date of Birth
- d) Present Address
- e) Permanent Address
- f) Educational Qualification
- g) AADHAR Card Number
- h) Experience

For any change in contractor's personnel, NMRC shall be advised at least one week in advance and contractor shall be required to obtain NMRC's approval for all such changes along with their CVs.

6.3.10 The Security Personnel and Supervisor should wear / possess the prescribed uniform/accessories as specified in Section-17(2) of Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009.

6.3.11 The scope of work under the contract may be reduced/curtailed based on NMRC's requirements as deemed fit. No claim or compensation will be entertained on this account.

If any damages / loss / theft etc. occurs in the Head Office & Staff Quarter premise / area under supervision due to Security Personnel's negligence / failure during the course of duty or otherwise the same shall be the sole responsibility of the contractor and necessary compensation shall be paid by the contractor to NMRC as per the actual cost assessed by NMRC.

The contractor shall indemnify and hold NMRC harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

Contractor shall ensure that its personnel shall not at any time, without the consent of NMRC, in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by NMRC and shall not disclose to any person information to the affairs of NMRC.

6.3.12 All necessary reports, records, registers and other information, under the Contract and all other Statutory Laws, shall be deposited by the contractor on demand by NMRC.

Contractor will maintain all record of property & equipments of NMRC handed over to him for use or under his control. Any damage or loss caused by contractor's persons to the property & equipment of NMRC Ltd. in whatever form may be recovered from the contractor. Contractor shall not be held

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responsible for the damages/sabotage caused to the property of NMRC due to the trade union / riots / mobs / armed dacoit activities or any other event of force majeure.

6.3.13 The contractor shall ensure that personnel deployed under the contract are not members of any union.

6.3.14 Register of shift schedule specifying allocation of duties to the personnel shall be maintained by the contractor. It should be ensured that no manpower has worked for more than one shift of 9 hours including 1 hour break on a day.

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

In the event of default being made in the payment of any money in respect of wages of any person employed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, NMRC may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by NMRC from the contractor.

If any money shall, as a result of any instructions from the Labour Authorities or claim or application made under any of the Labour Laws, or Regulations, is directed to be paid by NMRC, such money shall be deemed to be payable by the contractor to NMRC within seven days after the same shall have been demanded from the contractor. NMRC shall be entitled to recover the amount from the contractor by deduction from money due to the contractor.

Salary / Payment to the contracted employees shall be made by 7th of every month by the contractor.

The Security Personnel's & Supervisors will be employee of the contractor and all Statutory / Other liabilities will be paid by the contractor such as ESI, PF, Bonus and expenditure on Uniform, etc.

As far as EPF & MP Act, 1952 is concerned, it shall be the duty of the contractor to deposit the PF subscription, deducted from the payment of the labour engaged and equal amount of contribution made (Employer's Share) with the PF authorities within 7 days of close of every month. Contractor shall give particulars of the employees engaged by him for NMRC works and is required to submit details to NMRC. In any eventuality if the contractor fails to remit employee / employer's contribution towards PF subscription etc. within the stipulated time, NMRC is entitled to recover the equal amount from any money due or accrue to the contractor under this or any other contract with NMRC and deposit the amount in the name of the contractor with RPF, with an advice to RPF, duly furnishing particulars of labour engaged for NMRC works.

During the currency of contract agreement, the contractor shall abide by all statutory laws with special reference of the following:

(a) The contractor shall issue Employment Card to its workmen in Form-XIV within three days of employment. (CL(R&A)C Rules 76 Chapter-VII).

(b) The contractor shall issue Service Certificate to its workmen on termination of employment in Form-XV. (CL(R&A)C Rules 77 Chapter-VII).

The contractor shall display Notices Showing the rates of wages, hours of work, wage period, date of

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payment, Name and address of the Inspectors having the jurisdiction and the date of payment of unpaid wages in English and in Hindi. CL(R&A)C Rules 81(1)(i). A copy of notice shall be sent to the Inspector and whenever any changes occur the same shall be communicated forthwith. [CL(R&A)C Rules 81(2)].

The contractor shall maintain following statutory Registers (The Gazette of India, notification

Dated 21st February 2017, G.S.R.154 (E) :

- (c) Registers of persons employed in Form-A
- (d) Wage Register and Register of overtime (combined) in Form-B
- (e) Deduction Register for Damage or Loss, Fines and Advances in Form-C
- (f) Muster Roll Register in Form-D

The registers in the Forms specified in the Schedule to these rules shall be maintained either electronically or otherwise.

The contractor shall strictly follow the statutory labour laws appended below;-

- g. The contractor shall within fifteen days of the commencement or completion of each contract work under each contract submit a return to the Inspector in Form-VIA. CL(R&A)C Rules 25(2)(viii).
- h. The contractor shall end half yearly return in Form-XXIV (in duplicate) to the Dy. CLC office not later than 30 days from close of the half year. CL(R&A)C Rules 82(1).
- i. The contractor shall allow its worker a day of rest every week. (Central Government Minimum Wages Rules).
- j. The contractor shall pay wages to his workmen not below the rate of Minimum Wages as notified by Central Government approved Rates, through Bank transfer.
- k. The contractor shall deposit PF contribution in respect to all its employees upto the wage ceiling limit of Rs.15,000/-. The PF shall be computed on Minimum Wages. Splitting of wages will not be allowed.
- l. The contractor shall be covered under ESI act 1948, comply its provisions and facilitate benefits under this act to its workmen.
- m. The contractors shall pay overtime at the rate of double the ordinary rate of wages, when a worker works for more than nine hours on any day or for more than forty-eight hours in any week. (Central Government Minimum Wages Rules).
- n. The contractor shall disburse wages at the presence of Authorized Representative of the Principal Employer (sec-72, CL(R&A)C Rules).
- o. The contractor shall issue wage slips to its workmen at least one day prior to the disbursement of wages. (CL(R&A)C Rules 78(b) Chapter VII) – as per Annexure-11 (standardized proforma).
- p. All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day. CL(R&A)C Rules-67 Chapter-VI.

The above list is not exhaustive but indicative only. The contractor must ensure all other applicable labour compliances also. Note*- Any Special condition (if not mentioned in this part-3 clause), if required, applicable as per mentioned in Housekeeping works and cleaning clauses.

7. Section 7: Technical Specifications

7.1. Specifications for Cleaning and Housekeeping Activities

The Cleaning & Housekeeping and security of staff quarters and Head Office buildings should be carried out as per frequency given in tender document by using adequate no. of specified machineries & equipment. The contractor may have to use the suitable cleaning & washing Detergents/ Reagents etc. or as specified by NMRC.

7.1.1. Cleaning of Architectural Works

a. Floor at Roof, parking, Common areas, passages, entry & exit structures.

Different types of Common area floors provided in Staff quarters and Head Office for Roof, parking, and passage including entry and exit structures provided in the Staff quarters and Head Office shall be kept in neat and tidy conditions by using wet and dry cleaning methods with adequate trained personnel machines and equipment. The eco-friendly disinfectants detergents/ liquids shall be used. The machines/ equipment and disinfectant detergents/ liquids should not destroy the surface of flooring. Cleaning and housekeeping operations shall not cause any damage to the buildings, equipment, personnel etc. the concourse, platform passages area to be cleaned daily during non-operational hours before the first train starts and then after cleaning to be done once in each shift and as and when required without affecting the Visitors movements. The necessary signage boards shall be used to avoid any accidents.

b. Different types of floor area in all rooms of staff Quarter and NMRC Head Office buildings

Different types of floors including vinyl flooring/ wooden flooring and skirting/ dado provided in different common rooms of staff quarters and Head Office buildings to be cleaned as per the frequency by using wet 6 dry cleaning methods. The cleaning area should be kept in neat and tidy condition. While cleaning no damage shall occur to the flooring, carpet and equipment provided in the rooms.

c. Parking Area

Parking lots of NMRC Staff quarters and Head Office and Head Office shall also cleaned using required tools and equipment on every Saturday night and as per engineer's incharge and Melba disposed off safely in approved manner to the nearest disposal site.

7.1.2. Different types of finishing works to walls, pillars etc.:

Different type of finishes like mosaic tile, mridul tiles, granite stone, washed stone grit plaster, acrylic polyurethane enamel paint applied on wood or metal works etc. shall be cleaned as per frequency given in the scope of work by using wet & dry cleaning methods with specified & cleaning equipment. While cleaning no damage should occur to the provided finishing works.

7.1.3. Cleaning of doors/window frames & shutters:

Different type of elevation or glazed doors/windows like wooden, Aluminium, Galvanized steel sheet doors, fire rated door etc. shall be cleaned by suitable (wet or dry or both) cleaning methods as per frequency. No scratches or damages shall occur on the surfaces being cleaned.

7.1.4. Cleaning of Glasses fixed to the doors, windows, Ticket Counters etc:

The Glass surface shall be cleaned gently with wet/dry cleaning methods as per frequency given in the

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scope of work (A). While cleaning the high raised glass surface proper care should be taken so that no cracks/ breakages occur. Suitable detergent/reagents to be used for cleaning.

7.1.5. Cleaning of Rolling shutters:

Various sizes of rolling shutters provided in the Staff quarters and Head Office are required to be cleaned by using suitable methods & trained personnel. The colour of the cleaned surface & the lubrication material like grease, oil etc. should not be deteriorated while cleaning.

7.1.6. Cleaning of stainless steel / mild steel/PVC hand railing:

Stainless steel / mild steel/PVC hand railing provided to the stair cases/balconies etc. to be cleaned along with the balusters by wet/dry cleaning methods. While cleaning no damage shall occur to the cleaning surfaces.

7.1.7. Cleaning of suspended ceiling:

Different type of ceiling like Arm strong ceiling, gypsum ceiling etc. to be cleaned with suitable method and specified equipment. This activity should be carried out with due care, while cleaning no commuters or other personnel should be affected. While cleaning no damage to be occurred to the cleaning surfaces.

7.1.8. Cleaning of roof ceiling:

The roof Ceiling provided with different type of roof sheets on the steel tubular truss etc. to be cleaned by using suitable methods with adequate trained personnel and cleaning equipment. The contractor shall take adequate care so that no accident occurs & cleaning operation does not cause any damages. The contractor shall make necessary arrangement to clean elevated surfaces with due safety.

The Roof Ceiling Cleaning in the Common area to be carried out as per the frequencies & Permit to work from employer staff.

7.1.9. Cleaning of Bitumen Surface:

Bitumen surface provided for the service roads, circulating area/-parking area is to be cleaned by using dry cleaning methods as per frequency given in the Section 9.6. Proper safety signage is to be used while cleaning to avoid any accidents. No traffic movements to be affected due to cleaning operations.

7.1.10. Cleaning of Pavement:

Pavement of concrete blocks, stone blocks etc. to be cleaned by using dry sweeping or any suitable method, which is provided along with, service roads/ circulating area/parking area. Proper safety signage is to be used while cleaning to avoid any accidents. No traffic movements to be affected due to cleaning operations.

All Safety precautions are to be followed while cleaning the electrical equipment. Any accident if occur while cleaning, shall be the sole responsibility of the contractor. All HT & LT panels are to be cleaned with the permission of authorized representatives of the Employers while Cleaning of Electrical equipment person shall wear suitable Hand-gloves & Safety Shoes. All Electrical Equipment should preferably be cleaned during non-commercial hours when they are switched off or as per the advice of the Employer's representative.

7.1.11. Cleaning of Lighting Fixtures & Accessories

All type of Lighting Fixtures (In-door as well as Outdoor) provided in various locations of Staff quarters and Head Office are to be suitably cleaned without affecting the Fixtures & its accessories & without causing any damages to them. The frequency of attention shall be as per the scope of work given.

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Lighting Fixtures along-with accessories like Bulb, Covers, and Ballasts etc. are to be cleaned carefully by trained personnel. Special precaution needs to be taken for Cleaning of Lighting Fixtures which are

provide in common areas, Cleaning of Lighting fixtures & accessories to be carried out as per Employers directions.

7.1.12. Cleaning of Fans

All Type of Fans provided in various locations of the staff quarters and Head Office are to be cleaned as per the frequency given in schedule of work. No stains or impressions should remain as fan body & fan blades. While Cleaning, the fastening should not get loosened which supports the ceiling fans.

7.1.13. Cleaning of D.G. Sets& Connected Equipment

The D.G. sets, connected panels, Battery Chargers, Fuel Tanks, and Oil Barrels etc. are to be cleaned by using a suitable method. D.G. set room contains flammable items; therefore extra care needs to be taken. The cleaning frequency shall be as per Schedule of Work.

7.1.14. Cleaning of Air-Conditioners

All type of Air-conditioners like Window type, Split type, package types etc. are to be cleaned by using suitable cleaning methods as per the frequency given in Schedule of work. All safety precautions need to be taken while cleaning Electrical Equipment only outer body of equipment along with Louver etc. are to be cleaned.

7.1.15. Cleaning of All HT & LT Equipment available in ASS room

All HT & LT equipment available in the ASS rooms are to be cleaned by using a suitable cleaning method. Only outer Louvers of the Equipment panels need to be cleaned by using Dry-Cleaning method. The cleaning has to be done in the presence of an 60elevant60d representative of the Employers or basedon the permit given by the Authorised representative of the employer.

7.1.16. Cleaning of All Equipment available in firefighting room

The different types of equipment available in firefighting room are to be cleaned by suitable methods & equipment. No operational services should be disrupted due to cleaning operations. While cleaning, the safety has to be ensured by the cleaning personnel. Any accident if occurs, shall be the sole responsibility of the contractor. No equipment should be damaged due to cleaning

7.1.17. Cleaning of All Equipment available in Pump room

The different types of equipment available in Pump room are to be cleaned by suitable methods & equipment. No operational services should be disrupted due to cleaning operations. While cleaning, the safety has to be ensured by the cleaning personnel .Any accident if occurs, shall be the sole responsibility of the contractor. No equipment should be damaged due to cleaning

7.1.18. Cleaning of Lifts:-

The Lifts are to be cleaned. Basically the Lift room meant for Staff to be cleaned. The floor, walls electrical fan & light fittings are to be cleaned. The switch panel inside the Lift room & outside the Lift room are also to be cleaned including indication panel & communication equipment. Similarly, Lift Doors inside & outside are to be cleaned. All Safety precautions are to be taken while cleaning the Lifts.

7.1.19. Cleaning of portable fire extinguishers/Smoke detectors/ Fire detectors

The portable fire extinguishers, smoke detectors, Fire detectors wherever available in the staff quarters and Head Office building area are to be kept in neat condition.

7.1.20. Cleaning of butterfly valves / landing valves /internal hydrants, piping of all types

All type of valves provided for firefighting pipe lines are to be carried out as per frequency given in the schedule of work by dry and wet cleaning methods. It should be ensured that no dust should be accumulating on the valves. The exposed surface of the pipe also to be cleaned and kept in neat condition always.

7.1.21. Cleaning of Cable Trays, Cable Trench Covers etc.:- All types of Cable Trays,

Cable Trenches covers etc. are to be cleaned by using suitable cleaning method.

7.1.22. Cleaning of Signage boards/Notice boards:

Different types of Signage boards/Notice boards etc. provided in staff quarters and Head Office are to be cleaned as per frequency by suitable methods. The said boards should be kept neat & clean always.

7.1.23. Cleaning of furniture provided in all rooms/office:

The different type of furniture provided in all rooms /office of staff quarters and Head Office are to be cleaned as per frequency by suitable methods.

7.1.24. Cleaning of Office equipment

Different types of office equipment like Almirahs, Bookshelves, Rakes etc. are to be cleaned as per frequency given in the Schedule of work.

7.1.25. Supply and Cleaning of Dust bins:

Supply of dust bins and Bio-degradable garbage disposal bags.

1. The contractor shall supply adequate number of small and big transparent dustbins with the approval of employer.
2. Sample of dust bin should be approved by the employer.
3. Dust bins should only be provided in waste collection/ Refuse room for collection of waste generated during cleaning.
4. Dustbins should be cleaned as per the requirement on daily basis.
5. Dust bins shall be provided with bio-degradable garbage disposal bags/cover inside. Such dustbins should be sealed and be emptied in the pre - approved locations. The dustbins should be transported in a sealed condition only. Spare dustbins should be kept for waste collection when dustbins are sent for waste disposal.
6. The dustbins are to be kept in neat and clean manner and should be cleaned and washed on daily basis

7.1.26. Cleaning & sanitation of Bathrooms & Toilets:

The Bathrooms & Toilets provided in the staff quarters and Head Office premises are to be cleaned and to be kept neat & in hygienic condition. Necessary disinfectant is to be used for cleaning of toilets/ urinals/wash basins & flooring. Liquid soap, toilet tissues, odozoires etc. to be provided on consumable basis as & when required at the cost of contractor. These items should be made available in the adequate quantity at various places in the Bathrooms & Toilets etc. **The blockage in the Sewage/water supply pipes shall be attended** immediately. The water leakage in pipe fittings i.e. Taps, Bends, Valves etc. to be attended immediately. The Employer will supply the required fittings or contractor shall make his own arrangements with the approval of the Employer. The blockage / leakage or any type of attention required

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for sanitary fittings like Washbasins, Cisterns, W.C. pans etc. to be made immediately. The washbasins, cisterns etc. if overflows due to blockage or due to any defects in the fittings should be attended immediately. The over flow in water tanks shall be attended immediately. Contractor should take care about no water stagnation in the staff Quarter and NMRC Head Office premises due to leakage of pipes/overflows & spillage of water. Drain blockage caused due to negligence will be penalized as specified

7.1.27. Pest control:

Pest Control to be carried out as per frequency

General Pest Control: once in a month and as when required

Treatment for: Cockroaches, lizards, Flies and ants, Silver fish and all other flying / crawling pests, Honey Bee control

Rodent/Carpet Treatment: once in a month and as when required

Household Rodent, Climbing rats, sewer rats, Bandit coots Carpet beetles- Pesticide used should not leave any strain on the carpet.

7.1.28. Removal /disposal of garbage/debris/waste:

The collected garbage/debris/waste shall be disposed off to the pre – approved locations in closed condition by arranging vehicle at his end daily/as and when required by Engineer without causing inconvenience to anybody. The contractor shall submit necessary procedure for removal / disposal of garbage/debris/waste for approval. The garbage /debris/waste may be required to be disposed several times in a day if required.

7.1.29. Cleaning of Drainage System of entire Staff quarters and Head Office premises

The drains provided at different location roof, Sub surface drains along the service roads, parking areas etc. to be cleaned regularly and ensure that no blockage of water should occurs. If any blockage occurs, it should be removed immediately & disposed of to the pre - approved locations. While cleaning proper care should be taken to avoid any accidents. If it happens to clean the drains during operation hours, work should be carried out with the permission of the Employer's authorized person and necessary Safety Signages should be provided. While removing the cover slabs proper care should be taken so that no cover slabs should be broken and the cover slab should be put back after the completion of cleaning work.

7.2. Specifications for Security Services for NMRC Head Office & NMRC Staff Quarter.

IS (Indian Standards) Codes, Private Security Agencies (Regulation) Act, 2005 and Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009 Specifications are applicable in this contract.

8. Section 8: Draft Contract Agreement

THIS AGREEMENT made on theday of 2023 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 “Corporation”), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

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

The Corporation and the Contractor agree as follows:

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

Reference:

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

- (v) Letter of Acceptance of NOA (.....) given byto NMRC
- (vi) Any other admitted correspondence documents between NMRC and the Bidder.
- (vii) Performance Bank Guarantee No-

3. Duration of Contract

The Corporation intends to appoint a Contractor to NMRC for a period of 3 (Three) years, which may be extended for a further period of 6 (six) months after reviewing the performance of the Contractor and depending upon the requirement and administrative convenience of NMRC in mutual agreement with the Bidder.

4. Price Schedule

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

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

IN WITNESS 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

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

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Corporation

In the presence of:

In the presence of:

Sign of Witness 1 _____

Sign of Witness 1 _____

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Name_____

Name_____

Address_____

Address_____

Sign of Witness 2_____

Sign of Witness 2_____

Name_____

Name_____

Address_____

Address_____

9. Section 9: Appendices

9.1. Appendix 1: Metro Alignment

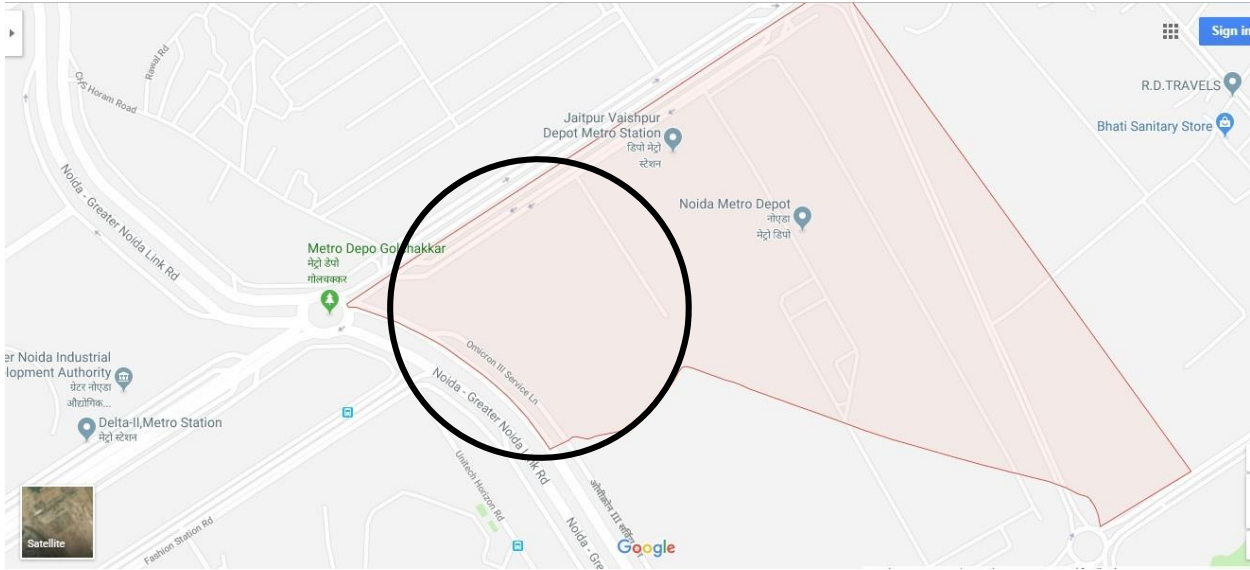


Fig: The Upcoming Metro Line

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

S.NO.	Name of the Location
1.	NMRC Staff Quarter
2	NMRC Head Office

9.2 Appendix 2: Minimum Manpower Requirement

The deployment of minimum number of personnel per day for the housekeeping & security purpose for the package mentioned below.

Manpower Details Per day								
S.No.	Name of the Location	Team Leader/ Manager (per day)	Supervisor (per day)	Minimum number of House keeper (per day)	Minimum number of Security staff (per day)	Minimum number of Plumber (per day)	Minimum number of Electrician (per day)	Minimum number of Gardener (per day)
1	NMRC Staff Quarter	1	2	9	6	1	2	0
2	NMRC Head Office		1	6	11	0	0	0.5
Total Manpower per day		1	3	15	17	1	2	0.5

S.No.	Stations	Team Leader (for Security ,Housekeeping plumber , ele. & gardener)	Supervisor (1 for each shift) (for Security ,Housekeeping plumber , ele. & gardener)	Minimum number of House keeper (Morning)	Minimum number of House keeper (Evening)	Minimum number of House keeper (Night)
1	NMRC Staff Quarter	1	3	3	3	3
2	NMRC Head Office			6		

S.No.	Stations	Minimum number of Security Guard (Morning)	Minimum number of Security Guard (Evening)	Minimum number of Security Guard (Night)
1	NMRC Staff Quarter	2	2	2
2	NMRC Head Office	4	4	3

S.No.	Stations	Plumber General shift	Electrician General shift	Electrician Night shift
1	NMRC Staff Quarter	1	1	1

S.No.	Stations	Gardener (3 days in a week)
1	NMRC Head Office	1

9.3. Appendix 3 - Statutory Compliance to be ensured by Tenderer after Award of Works

Sl. No.	Items	Compliance of Contractor (To be filled by tenderer)	
		Yes	No
1	License for employing contract labour		
2	Compliance of minimum wages Act by payment of wage on 7 th 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 of the State.		
6	Form D		

Note - A Non- filling or 'No' by Tenderer will lead to non-eligibility for Tenderer in further tendering process.

9.4 Appendix 4: List of Specified Chemicals and Other Consumables

Sl. No.	Purpose	Chemical	Make	Minimum Quantity per month per staff Quarter and NMRC Head Office (Litres)
1	Granite/Kota/Marble/ vinyl and all other types of flooring except wooden Floor Cleaning concentrate	J Flex Stride/ Echo Zan BK Conc-S5/ A.Mela Klean Fix K2	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes/ Klean Fix Chemical Pvt. Ltd.	1
2	Bathroom/washroom/toilet floor cleaning	J Flex Stride/ Echo Zan BK Conc-S5/A.Mela	TaskiDiversey/ Atlantic Care and Chemicals/EurekaForbes	1
3	General Washroom Cleaning	J Flex Stride/ Echo Zan BK Conc-S5/A.Mela	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	1
4	Vertical finishes of different types like Granite/Marble/ steel plate cladding etc	J Flex Stride/ Echo Zan BK Conc-S5/ A.Mela	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	2
5	Glass / Mirror/ Acrylic Surface	J Flex Glance (Non Ammoniated)/ S3/ Plural ecolabel	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	1
6	Steel Surfaces	Suma Inox/ Echo De Lime/ Plural Plus	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	2
7	Aluminium Surfaces	J Flex Stride/ Echo Zan BK Conc-S5/ A.Mela	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	1
8	Any Other Type of Surface except wooden and porous	J Flex Stride/ Echo Zan BK Conc-S5/ A.Mela	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	1
9	Urinal & WC Cleaner	TASKI R6/ Echo Flush/ WC Rein	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	2
10	Pest Control - Cockroaches (Tube of 75 gm each)	Kilspot Nova	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	2 (Nos)
11	Pest Control - Mosquito, Flies, Ants, Lizard & Other Flying/Crawling pest	Flyco 20 EC	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	10
12	Air Freshener	J Flex Goodsense/ Echo Fresh RF/ POM Essence	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	0.5

Sl. No.	Purpose	Chemical	Make	Minimum Quantity per month per staff Quarter and NMRC Head Office (Litres)
13	Refill for Auto Dispenser for odor control	Good Sense Refill	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	10 Number
14	Oil and Grease remover	Echo Grease Out	Atlantic Care and Chemicals	1
15	Spot remover from Hard Surface	Echo kleen HSC Plus	Atlantic Care and Chemicals	1
16	Glass scale remover (Tough Stains)	Klean Fix Chemicals Pvt. Ltd.	Klean Fix Chemicals	2
17	Hand Wash	Liquid Soap	TaskiDiversey/ Atlantic Care and Chemicals/ Eureka Forbes or equivalent	As per site requirement
18	Toilet Paper	Toilet Paper Roll		As per site requirement

NOTE:-

1. The lists of Chemical/Reagents are indicative and prices have been estimated accordingly. In the unlikely event of non - availability of these chemicals/ reagents Alternative or equivalent chemicals may be used with prior approval of NMRC. Tenderers have to submit detailed list of alternative or equivalent chemical/reagents with material safety data sheets for approval by NMRC duly indicating the application of such chemical/reagents and their price implications. All Chemicals should be procured from authorized dealer/ distributor of the company.
2. It is preferred to put chemicals in dispenser fixed at Staff Quarter Housekeeping room.
3. The quantity mentioned in table is based on requirement of Taski-Diversey Chemicals. The equivalent amount may be provided as per manufacturer's specification where chemicals other than Taski-Diversey brand is provided.

9.5 Appendix 5: Schedule of Cleaning and Housekeeping Activities

Item No.	Description of items	App. Quantity	Frequency	Remarks	Percentage weightage
1	Scrubbing, wet cleaning of Common Room floors, passages, staircase and different types of floor area provided in staff quarters and Head Office.	As available	Once in each shift and as and when required	Kota stone; Granite, Cement Concrete etc.	60.00%
2	Cleaning of Different types of finishing works in wall cladding	As available	Once in a day and as and when required		4.00%
3	Cleaning of Different types of doors/ windows frames and shutters/louvers	As available	Once in a day and as and when required		1.50%
4	Cleaning of Glasses fixed to the doors; windows.	As available	Once in a day and as and when required		3.50%
5	Cleaning of Rolling shutters	As available	Once in a day and as and when required		0.50%
6	Cleaning of Stainless steel/PVC/MS hand railing	As available	Once in a day and as and when required		1.75%
7	Cleaning of suspended ceiling	As available	Once in a Fortnight and as and when reqd.		1.00%
8	Cleaning of Roof Ceiling etc.	As available	Once in a month and as and when required		3.00%
9	Cleaning & sanitation of Toilets & Bath Rooms	As available	Once in each shift and as and when required		2.00%
10	Cleaning and attention of all drains at all levels	As available	Once in a day and as and when required		0.75%
11	Cleaning of Portable fire extinguishers/smoke detectors/ Fire detectors	As available	Once in a Fortnight and as and when reqd.		0.20%
12	Cleaning of Fire pump panel	As available	Once in a Fortnight and as and when reqd.		0.10%
13	Cleaning of Butterfly valves /landing valves/internal hydrants/piping of all types/Fire hydrant panels	As available	Once in a Fortnight and as and when reqd.		0.20%
14	Cleaning of Indoor light fittings & accessories	As available	Once in a week and as and when required		0.20%

Item No.	Description of items	App. Quantity	Frequency	Remarks	Percentage weightage
15	Cleaning of Switch boards/Panels/distribution boards	As available	Once in a week and as and when required		0.20%
16	Cleaning of Fans/exhaust fans & accessories	As available	Once in a Fortnight and as and when reqd.		0.10%
17	Cleaning of External lighting fittings & accessories	As available	Once in a Fortnight and as and when reqd.		0.20%
18	Cleaning of Lifts	As available	Once in a day and as and when required		1.00%
19	Cleaning of Computers and it's accessories, Telephone sets and all other Misc. items	As available	Once in a day and as and when required		0.30%
20	Cleaning of Furniture, Office equipments etc.	As available	Once in a day and as and when required		0.30%
21	Cleaning of DG room with DG set & connected equipments	As available	Once in a week and as and when required		0.20%
22	Cleaning of all LT equipments available in LT Switch room	As available	Once in a week and as and when required		0.30%
23	Cleaning of Pump room with equipments available	As available	Once in a week and as and when required		0.30%
24	Cleaning of Air conditioners	As available	Once in a week and as and when required		0.20%
25	Cleaning of underground/over head water tank	As available	Once in a month and as and when required		0.30%
26	Cleaning of Pavement/ circulating area at Ground level near Staff quarters and Head Office	As available	Once in a day and as and when required		4.00%
27	Cleaning of Sign Boards/ Name Boards/Notice boards/Advertisement boards	As available	Once in a week and as and when required		0.50%
28	Supply of Dust bins and supply Biodegradable garbage disposal bags and disposal of waste, garbage, dust, dirt, rubbish etc in it.	As required	Once in a day and as and when required		0.20%
29	Disposal of waste, garbage, dust, dirt, rubbish in designated garbage disposal place and cleaning of dust bins.	As required	Once in a day and as and when required		0.20%
30	Light Pest control		Once in a month and as and when required (during non operational hours)		0.50%

9.6 Appendix 6 Deduction details for Chemicals and other Consumables

S No.	Type of Chemical/Consumable required for the work	Make/ model	Rate of deduction Per litre/ Per Month (In Rs.)
1	Granite/Kota/Marble/other type except wooden floor cleaning concentrate	Taski Diversey/ Atlantic Care and Chemicals/Eureka Forbes/ Atlantic Care and Chemicals or equivalent	400
2	Bathroom/ Washroom/ Toilet Floor Cleaner	Taski Diversey/ Atlantic Care and Chemicals/Eureka Forbes/ Atlantic Care and Chemicals or equivalent	500
3	General washroom Cleaner	Taski Diversey/ Atlantic Care and Chemicals/Eureka Forbes/ Atlantic Care and Chemicals or equivalent	500
4	Vertical Finishes of different types like Granite/Marble/ Steel plate cladding etc.	Taski Diversey/ Atlantic Care and Chemicals/Eureka Forbes/ Atlantic Care and Chemicals or equivalent	400
5	Glass/Mirror/acrylic Surface	Taski Diversey/ Atlantic Care and Chemicals/Eureka Forbes/ Atlantic Care and Chemicals or equivalent	400
6	Steel Surfaces	Taski Diversey/ Atlantic Care and Chemicals/Eureka Forbes/ Atlantic Care and Chemicals or equivalent	400
7	Aluminium Surfaces	Taski Diversey/ Atlantic Care and Chemicals/Eureka Forbes/ Atlantic Care and Chemicals or equivalent	400
8	Any other type of surfaces except wooden and porous	Taski Diversey/ Atlantic Care and Chemicals/Eureka Forbes/ Atlantic Care and Chemicals or equivalent	400
9	Urinal & WC Cleaner	Taski Diversey/ Atlantic Care and Chemicals/Eureka Forbes/ Atlantic Care and Chemicals or equivalent	600
10	Pest Control-Cockroaches	Taski Diversey/ Atlantic Care and Chemicals/Eureka Forbes/ Atlantic Care and Chemicals or equivalent	1500
11	Pest Control- Mosquito, Flies, Ants, Lizard & Other Flying/ Crawling Pest	Taski Diversey/ Atlantic Care and Chemicals/Eureka Forbes/ Atlantic Care and Chemicals or equivalent	2500
12	Air Freshener	Taski Diversey/ Atlantic Care and Chemicals/Eureka Forbes/ Atlantic Care and Chemicals or equivalent	2000
13	Refill for Auto Dispenser	Taski Diversey/ Atlantic Care and Chemicals/Eureka Forbes/ Atlantic Care and Chemicals or equivalent	500
14	Oil and Grease remover	Atlantic Care and Chemicals	400
15	Spot remover from Hard Surface	Atlantic Care and Chemicals	400
16	Glass scale remover (Tough Stains)	Klean Fix Chemicals	400
17	Liquid soap	Taski Diversey/ Atlantic Care and Chemicals/ Eureka Forbes/ Atlantic Care and Chemicals or equivalent	500
18	Toilet Paper Roll		300

10. Section 10: Forms

10.1. Form 1: Letter of Proposal Submission

[Location, Date]

To

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

Subject: Housekeeping and Security arrangement of Staff quarters and NMRC Head Office at Noida- Greater Noida corridor.

Dear Sir,

We, the undersigned, offer to provide the Housekeeping and Security arrangement of Staff quarters and NMRC Head Office at Noida- Greater Noida corridor, in accordance with your RFP Document datedand our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

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

We have filled the complete information correctly in Form 20: Bid Details

Authorized signatory

Name:

Date:

Name of the Bidder with seal

10.2. Form 2: Firm Details

1.	<p>Title and name of the Project: Housekeeping and Security arrangement of Staff quarters and NMRC Head Office at Noida- Greater Noida corridor.</p>
2.	<p>State the structure of the Bidder's organization (Bidders to complete/delete as appropriate) Sole Bidder</p>
3.	<p>For Bidders who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person: </p>

10.3. 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.	<u>ELIGIBILITY CRITERIA</u>	(To be filled by the Bidder)
1	Sole proprietorship, registered partnership firm, public limited company, private limited company can submit the Bid. The firms and the companies should be registered in India.	
2	<p>The Bidder should have a minimum experience of having satisfactorily completed similar works period ending last day of month previous to the one in which the bids are invited The minimum experience should be either of the following:</p> <ul style="list-style-type: none"> i. One similar completed work costing not less than the amount equal to Rs. 3.88 Crore (Rupees Three Crore Eighty Eight Lakh only) or ii. Two similar completed works each costing not less than the amount equal to Rs. 2.42 Crore (Rupees Two Crore Forty Two Lakh only) or iii. Three similar completed works each costing not less than the amount equal to Rs. 1.94 Crore (Rupees One Crore Ninety Four Lakh only) 	7 years

RFP for Housekeeping and Security arrangement of Staff quarters and Head office and NMRC Head Office at Noida- Greater Noida corridor.

3	The Bidder should have minimum Average Annual Turnover from similar work of Rs. 1.29 crore (Rupees Three Crore Twenty Nine Lakh) only in the last 3 (three) Financial Years (2019-2020, 2020-21, 2021-22) preceding the Bid Due Date.	FY 2021-22		Avg Annual Turnover
		FY 2020-21		
		FY 2019-20		
		Total		
4	The Bidder should have minimum Net Worth of Rs. 32.31 Lakh (Rupees Thirty Two Lakh and Thirty One Thousand only) in last audited Financial Year.	FY		
5	Liquidity – Net current assets from balance sheet of last year audited Rs. 23.08 Lacs to meet cash flow for this contract	FY-		
6	The Bidder should have Positive Profit before Tax in at least 2 (two) years, out of the last 5 (three) Financial Years (2017-2018, 2018-2019, 2019-2020, 2020-21, 2021-22)	FY 2021-22		
		FY 2020-21		
		FY 2019-20		
		FY 2018-19		
		FY 2017-18		
7	The Bidder should be registered with Labour Department for supply of manpower.			
8	The Bidder must have at least 100 personnel and it should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts in India.			
9	Agencies having The Private Security Agencies (Regulation) Act (PSARA), 2005 Certification or Agencies applied for the same are only eligible for participation of tendering process.			
10	The Bidder must have either the Registered Office or the functional Branch Office located in Delhi NCR.			
11	The Bidder should be registered with the Goods and Services Tax Authorities.			
12	The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfilment of Contractual obligation in last 7 (Seven) financial years.			

10.4. Form 4: Work Experience

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

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

Authorized signatory

Name:

Date:

Name of the Bidder with seal

NOTE:

- Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence (Experience Certificate/Work Completion Certificate on Client's Letter Head will only be considered) which clearly mentioned the amount for the "Housekeeping & Security" work.
- The tenderer shall upload details of work executed by them in the prescribed format for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof will not be evaluated.
- 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.
- 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.
- If the above work(s) comprise(s) other works also, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.

10.5. Form 5: Financial Capability Details

This is to certify that the Average Annual Turnover, Net Worth, Liquidity and Profitability of M/s

.....
 having registered office at

, as applicable, is as below:

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

S.No.	Financial year	Name of the Bidder	Net Worth
1.			

S.No.	Financial year	Name of the Bidder	Profitability
1.	2017-18		
2.	2018-19		
3.	2019-20		
4.	2020-21		
5.	2021-22		

S.No.	Financial year	Name of the Bidder	Working Capability/Liquidity
1.			

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 2021-22, 2020-21, 2019-20, 2018-19, 2017-18 is correct.

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

Undertaking

I/ We _____ (M/s _____) declare 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.

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

10.6. Form 6: Memorandum

Name of Work: Housekeeping and Security arrangement of Staff quarters and NMRC Head Office at Noida- Greater Noida corridor.

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

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

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

Note: To be signed by the Bidder

10.7. Form 7: Bid Capacity Information

Name and brief particulars of contract (Clearly indicate the part of the work assigned to the applicant(s))	Name of client with telephone number and fax number	Contract Value In Rupees Equivalent (Give only the value of work assigned to the applicant(s))	Value of balance work yet to be done in Rupee equivalent as on last day of the previous month of tender submission	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work to be done during next 48 months with effect from the first day of the month of tender submission
Total							

S.No.	Financial year	Total Value of Works done as per audited financial statements
1.	FY 2021-22	
2.	FY 2020-21	
3.	FY 2019-20	
4.	FY 2018-19	
5.	FY 2017-18	

RFP for Housekeeping and Security arrangement of Staff quarters and Head office and NMRC Head Office at Noida- Greater Noida corridor.

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

A = Rs.

N = years

B = Rs.

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

Certificate of the Chartered Accountants / Company Auditor

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

Name of Chartered Accountants / Company Auditor

Signature and Seal of Chartered Accountants/ Company Auditor Membership

Number of Chartered Accountants/ Company Auditor & UDIN No

Authorised Signatory

(Name & Designation of Authorised Signatory)

NOTE:

1. The financial data in above prescribed format shall be certified by Chartered Accountant/ Company Auditor in original under his signature & stamp along with audited financial statements
2. Value of existing commitments for on-going works during period of 48 months w.e.f. from the first day of the month of tender submission has to be uploaded by the tenderer in Form. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number

10.8. Form 8: Undertaking

Name of Work: Housekeeping and Security arrangement of Staff quarters and NMRC Head Office at Noida- Greater Noida corridor.

I confirm that We (Tenderer), _____

- a. Have not been banned /declared ineligible for corrupt and fraudulent practices by any government/government-undertaking/ semi-government/ govt. controlled institutions, any court of law having jurisdiction in India for the past 5 (five) years.
- b. Do not have any pending litigation & non-performing contracts during last 5 (five) years. Further, has not been barred by any government/government-undertaking/ semi-government/ govt. controlled institutions
- c. Have not abandoned any work in last 5 (five) years.
- d. Have not delayed in similar work completion during orders executed in last 5 (five) years.
- e. Do not ever been terminated due to poor performance.
- f. Have not suffered Bankruptcy/ insolvency in last 5 (five) years.
- g. Have not been blacklisted/debarred by any organization.
- h. Neither 81xecutant with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any "Housekeeping Works" of value more than 10% of NIT cost of work, during 5 (five) years.
- i. Have not been put on defaulter's list of EPF/ESI/GST/Labour Deptt. Etc during the last 5 (five) years.
- j. 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.
- k. Have not submitted any misleading information in the Bid.
- l. Are financially sound to perform the work.

Authorized signatory

Name:

Date:

Name of the Bidder with seal

10.9. Form 9: 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 ‘ **Housekeeping and Security arrangement of Staff quarters and NMRC Head Office at Noida- Greater Noida corridor.**’

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

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

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

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

4.
(Signature)
Name

Designation.....

5.
(Signature)

Name

Designation.....

Notes:

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

10.10. Form 10: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To

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

Dear Sir,

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

We have agreed that (Insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**Please strike out whichever is not applicable*

10.11 Form 11: Personnel Details

Name of Work: Housekeeping and Security arrangement of Staff quarters and NMRC Head Office at Noida- Greater Noida corridor.

Month/Year	Personnel and Grade	Number of Personnel	Proof (ESI/PPF challans)

Authorized signatory

Name:

Date:

Name of the Bidder with seal

10.12 Form 12: Saleable Form for Tender Document

Job No.

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

DETAILS OF EARNEST MONEY ATTACHED

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

BIDDER

10.13 Form 13: 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	
14	Party Unique Id	

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

Date:

Signature with Stamp/Seal

10.14 Form 14: Deployment of Personnel

(To be filled in by the Contractor for Staff Quarter)

Sl.No.	Category	Min No of Personnel required for housekeeping and security	Min No of Personnel proposed to be deployed (Per Day)	Educational qualification	Relevant Years of Experience in Cleaning & Housekeeping
1	Team leader/ Manager	1/day			
2	Supervisor	3/day			
3	Housekeeper	15/day			
4.	Security Guard	18/day			
5	Plumber	1/day			
6	Electrician	1/day			
7	Gardener	1/day			

NOTE: -

1. The major work will be carried out in night shift with specified machinery and required manpower and chemicals.
2. No Deviation in the Deployment of minimum number of personnel for Cleaning and Housekeeping works shall be acceptable. If any Tenderer proposes deviation in the Tender, such Tender shall not be considered and shall be rejected.
3. The minimum numbers of personnel as mentioned above are required to be deployed on a daily basis in various shifts of the day as specified in this Tender.
4. The minimum number of personnel required to be deployed (i.e. Housekeeper/Security) have to be physically deployed on every day basis and therefore any personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the contractor as per the Statutory norms or rules etc. as applicable.
5. The CVs of the Team Leaders and Supervisors are to be submitted along at office of the staff Quarter and NMRC Head Office.
6. The personnel should be smartly dressed in neat and clean uniforms having the firm's logo. The uniforms and Personal Protective Equipment (eg. Shoes, helmet, gloves etc.) should be provided free of cost by the Tenderer/contractors.
7. Team Leader and Supervisors should be well trained in Housekeeping and cleaning & Security practices through reputed training institutes. A certificate/documentary proof to this effect shall be submitted before the start of work.

10.15 Form 15: Deployment of Chemicals

S No	Purpose	Chemical	Make	Minimum Quantity per month (Litres)	Chemical	Make	Quantity	Remarks
1	Granite/Kota/ Marble/ vinyl and all other types of flooring except wooden Floor Cleaning concentrate	J Flex Stride/ Echo Zan BK Conc-S5/ A.Mela Klean Fix K2	TaskiDiverse y/ Atlantic Care and Chemicals/Eureka Forbes/ Klean Fix Chemical Pvt. Ltd.	1				
2	Bathroom/washroom/toilet floor cleaning	J Flex Stride/ Echo Zan BK Conc-S5/A.Mela	TaskiDiverse y/ Atlantic Care and Chemicals/EurekaForbes	1				
3	General Washroom Cleaning	J Flex Stride/ Echo Zan BK Conc-S5/A.Mela	TaskiDiverse y/ Atlantic Care and Chemicals/Eureka Forbes	1				
4	Vertical finishes of different types like Granite/Marble/ steel plate cladding etc	J Flex Stride/ Echo Zan BK Conc-S5/ A.Mela	TaskiDiverse y/ Atlantic Care and Chemicals/Eureka Forbes	2				
5	Glass / Mirror/ Acrylic Surface	J Flex Glance (Non Ammoniated) / S3/ Plural ecolabel	TaskiDiverse y/ Atlantic Care and Chemicals/Eureka Forbes	1				
6	Steel Surfaces	Suma Inox/ Echo De Lime/ Plural Plus	TaskiDiverse y/ Atlantic Care and Chemicals/Eureka Forbes	2				
7	Aluminium Surfaces	J Flex Stride/ Echo Zan BK Conc-S5/ A.Mela	TaskiDiverse y/ Atlantic Care and Chemicals/Eureka Forbes	1				
8	Any Other Type of Surface except wooden and porous	J Flex Stride/ Echo Zan BK Conc-S5/ A.Mela	TaskiDiverse y/ Atlantic Care and Chemicals/Eureka Forbes	1				

S No	Purpose	Chemical	Make	Minimum Quantity per month (Litres)	Chemical	Make	Quantity	Remarks
9	Urinal & WC Cleaner	TASKI R6/ Echo Flush/ WC Rein	TaskiDiverse y/ Atlantic Care and Chemicals/Eureka Forbes	2				
10	Pest Control - Cockroaches (Tube of 75 gm each)	Kilspot Nova	TaskiDiverse y/ Atlantic Care and Chemicals/Eureka Forbes	2 (Nos)				
11	Pest Control - Mosquito, Flies, Ants, Lizard & Other Flying/Crawling pest	Flyco 20 EC	TaskiDiverse y/ Atlantic Care and Chemicals/Eureka Forbes	5				
12	Air Freshener	J Flex Goodsense/ Echo Fresh RF/ POM Essence	TaskiDiverse y/ Atlantic Care and Chemicals/Eureka Forbes	0.5				
13	Refill for Auto Dispenser for odor control	Good Sense Refill	TaskiDiverse y/ Atlantic Care and Chemicals/Eureka Forbes	10 Number				
14	Oil and Grease remover	Echo Grease Out	Atlantic Care and Chemicals	1				
15	Spot remover from Hard Surface	Echo kleen HSC Plus	Atlantic Care and Chemicals	1				
16	Glass scale remover (Tough Stains)	Klean Fix Chemicals Pvt. Ltd.	Klean Fix Chemicals	2				
17	Hand Wash	Liquid Soap	TaskiDiverse y/ Atlantic Care and Chemicals/ Eureka Forbes or equivalent	As per site requirement				
18	Toilet Paper	Toilet Paper Roll		As per site requirement				

The list of Chemicals/Reagents is indicative and prices have been estimated accordingly. In the unlikely event of non availability of these chemicals/ reagents Alternative or equivalent chemicals may be used with prior approval of NMRC. Tenderers have to submit detailed list of alternative or equivalent chemical/reagents with material safety data sheets for approval by NMRC duly indicating the application

RFP for Housekeeping and Security arrangement of Staff quarters and Head office and NMRC Head Office at Noida- Greater Noida corridor.

of such chemical/reagents and their price implications. All Chemicals should be procured from authorized dealer/ distributor of the company.

It is preferred to put chemicals in dispenser fixed at staff Quarter and NMRC Head Office in Housekeeping room.

The quantity mentioned in table is based on requirement of Taski-Diversey Chemicals. The equivalent amount may be provided as per manufacturer's specification where chemicals other than Taski-Diversey brand are provided.

Authorized signatory

Name:

Date:

Name of the Bidder with seal

10.16 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

RFP for Housekeeping and Security arrangement of Staff quarters and Head office and NMRC Head Office at Noida- Greater Noida corridor.

10.17 Form 17: Bid Offer/ BOQ (Format)

To

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

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

Sub: Housekeeping and Security arrangement of Staff quarters and NMRC Head Office at Noida- Greater Noida corridor.

Dear Sir,

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

I/we hereby quote the following Total price for services in rupees for providing Housekeeping and Security and for the Staff Quarter and NMRC Head Office for a period of 3 years, payable by NMRC.

ESTIMATE													
Name of work : Housekeeping and Security arrangement of Staff Quarters at Greater Noida Sector-34 of Noida- Greater Noida corridor													
S.No.	Description of items(HQ+SQ)	Unit of measurement	Manpower per day (in Nos.)	Total no. of days in 3 years	Total no. of manpower for 3 years (in Nos.)	Minimum wages per day as per Cental Wages (Circular No. NMRC/HR/LW/89/2018/11704 dated 21.04.2022)	PF Contribution (@13%) (Ceiling limit Rs. 15000 per month i.e Rs. 576.92 per day)	ESI Contribution (@ 3.25%)	PER DAY WAGES as per Cental Wages (Circular No. NMRC/HR/LW/89/2018/ 11704 dated 21.04.2022) including PF @13% and ESI @3.25%)	PER DAY WAGES as per Cental Wages (Circular No. NMRC/HR/LW/89/2018/ 11704 dated 21.04.2022) including PF @13% and ESI @3.25%) plus 18% GST	Total Amount for 3 years (Excluding GST)	Total Amount for 3 years including 18% GST	Remarks
	A	B	C	D	E	F	G=576.92*.13	H=F*.0325	I = F+G+H	J	K = I*E	L=J*E	
1	Team Leader / Manager/Housekeeping/Security	Nos.	1	1096	1096	866.00	75.00	28.15	969.15	1143.60	1062187.96	1253381.79	
2	Supervisor/Housekeeping/Security(1+2)	Nos.	3	1096	3288	866.00	75.00	28.15	969.15	1143.60	3186563.88	3760145.38	
3	Housekeeping staff(6+9)	Nos.	15	1096	16440	711.00	75.00	23.10	809.10	954.74	13301597.42	15695884.96	
4	Security staff (11+6) (Without Arms)	Nos.	17	1096	18632	866.00	75.00	28.15	969.15	1143.60	18057195.35	21307490.51	
5	Plumber	Nos.	1	1096	1096	866.00	75.00	28.15	969.15	1143.60	1062187.96	1253381.79	
6	Electrician	Nos.	2	1096	2192	866.00	75.00	28.15	969.15	1143.60	2124375.92	2506763.59	
7	Gardener	Nos.	1	525	525	711.00	75.00	23.10	809.10	954.74	424777.29	501237.20	qty calculate on alternate day basis
8	Total Amount for Manpower for 3 years										39218885.79	46278285.24	
9	Miscellaneous Charges (Providing Uniform and other mandatory / customary facilities to all workmen (item no 1 to 7) as per applicable instructions / Prevalent laws like rest room etc. per month (to be paid along with pay etc. on certification by engineer/executive for having provided the said facilities) including overhead of contractor) @ 5% of payment due for S.No 8.										1960944.29	1960944.29	
10	Estimated Amount of 3 years for supply of manpower (subject to minimum wages modification as per change in law for item no 1 to 7) In Figures										41,179,830.08	48,239,229.53	

Price Schedule for Security arrangement and Housekeeping services

Price Schedule							
Name of work: Housekeeping and Security arrangement of Staff quarters and NMRC Head Office at Noida- Greater Noida corridor.							
S.No.	Description of items	Unit of measurement	Qty	Estimate Rates including (Minimum wages, ESI, PF & GST)	Quoted Rate In Figures To be entered by the Bidder Rs.	Total Quoted Amount by Bidder for 3 Years (In Figures)	Total Quoted Amount by Bidder for 3 Years (In Words)
1.01	Supply of Manpower (Team Leader / Manager)	Nos.	1096	1143.60			
1.02	Supervisor(Housekeeping & Security)	Nos.	3288	1143.60			
1.03	Housekeeping staff	Nos.	16440	954.74			
1.04	Security staff without arms	Nos.	18632	1143.60			
1.05	Plumber	Nos.	1096	1143.60			
1.06	Electrician	Nos.	2192	1143.60			
1.07	Gardener	Nos.	525	954.74			
1.08	Miscellaneous Charges	Per Month	36	54470.67			
1.09	Provision charges for cleaning chemical & consumable for housekeeping work	Per Month	36	6302.40			
Total Quoted Amount in Figures							
Total Quoted Amount in Words							INR Only

The bidder is required to fill only blue cells.

Quoted rates in words	
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Manpower Details

Description of item	Manpower Quantity requirement (Per Day)	Unit of measurement	Quantity Number of months in 3 years	Category as per Labour Laws (Central)
		Months		
A	B	C	D	E
Team Manager	1	Months	36	Skilled
Supervisor	3	Months	36	Skilled
Security Guard (without ARMS)	17	Months	36	Skilled
Electrician	2	Months	36	Skilled
Plumber	1	Months	36	Skilled
House keeping staff	15	Months	36	Unskilled
Gardener	0.5	Months	36	Unskilled

Note:

The tenderer shall mention Quoted Rate (Per Month) In Figures. If a tenderer quotes 'below/ at Par' than the estimated rate i.e. offers rebate/concession/ discount for SI No. 1.01 to 1.;07 - Supply of Manpower as per the Tender Document, then his Financial Bid shall be treated as non-responsive and will not be considered and EMD will be forfeited. and SI No. 1.09 - Provision charges for cleaning chemical & consumable for housekeeping & Security work for staff Quarter and NMRC Head Office, bidder may quote above/below/at par.

1. The Amount Arrived at from Quoted Rate, Per Month along with Miscellaneous Charges in the Commercial Bid, would be treated as complete in all respect. It will be deemed to include all incidental charges, supervision, transport, contractor's profit and establishment/overheads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract.
2. **The total 03 year payment due to contractor shall be inclusive of all taxes (including GST), Tender Requirements, Statutory Contributions, etc.**
3. In case of revision (increase or decrease) either in minimum wages and/or ceiling of Wage/Salary limit for payment of EPF & ESI etc, and/or in the percentage value of contribution towards EPF & ESI etc by government (state/union) then the contractor will be reimbursed revised statutory charges/wages etc (i.e. SI No. 1.01) of BOQ will be suitably modified). All payments that are statutory are paid with the provision that they are transferred to workmen in toto without any deduction whatsoever. Any default in payment of wages less than statutory wages etc. and claim of such wages etc. from NMRC will be treated as fraudulent practice and action shall be taken against contractor for such fraudulent act in terms of contract/Indian Contract Act/Other applicable Law.
4. For supply of the manpower minimum wages of Central Government has been adopted vide circular no. File No, 1/16(1)/2022-LS-II-Dated 28.09.2012.
5. There shall be an enhancement @ 5% per annum on provision of charges for machinery and equipment, chemical and consumables, shall be payable on accepted rate of BOQ for these activities/ items.
6. The payment against the PF and ESI contributions made by the Contractor for Housekeeping staff/Supervisors/Team leader shall be reimbursed to the Contractor only after submission of proof that it has been credited to their PF/ESI accounts.
7. The rates and prices tendered in the priced bill of quantities are for complete work and complete in all respects. It will be deemed to include all plant, labour, supervision, materials, cleaning chemicals transport, including all leads, lifts, ascents, descants, crossing of Rly. tracks and any other obstructions etc. unloading, loading, handling, re-handling, taxes (including GST), royalty and compensation etc. all temporary works, erection, maintenance, contractor's profit and establishment/ over heads, together with all general risks, insurance liabilities and obligations set out or implied in the contract.
8. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfils all the requirements of the Tender Document.
9. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

10.18 Form 18: Bid Details

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

S.No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	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: Bid Capacity Information		
10	Form 8: Undertaking		
11	Form 9: Power of Attorney		
12	Form 10: Statement of Legal Capacity		
13	Form 11: Personnel Details		
14	Form 12: Saleable Form for Tender Document		
15	Form 13: Declaration of Refund of Earnest Money		
16	Form 14: Deployment of Personnel		
17	Form 15: Deployment of Chemicals		
18	Form 17: Proforma for Clarifications / Amendments on the RFP		
19	Form 18: Bid Offer/ BOQ		
20	Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc.		
21	Articles of Association and Memorandum of Association (if applicable)		
22	A copy of the Audited balance sheets and Profit and Loss Statements for the last 5 (five) financial years		
23	Self-attested copy of PAN, ITR		
24	Self-attested copy of certificate of Labour Department for supply of manpower		
25	The Private Security Agencies Regulation) Act (PSARA), 2005 Certification or Agencies applied for the same are only eligible for participation of tendering process		
26	Self-attested copy of ESI and EPF registration certificate		
27	Proof of Registered Office or the functional Branch Office located in Delhi NCR		
28	Any other document asked by the Purchaser if submitted, specify the documents Or Any other document which the Tenderer considers relevant		