

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

Job No. /NMRC/IT/2023/276

Open Tender Document

CAMC of IT Equipment in NMRC

June 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 “Tender”) for “**RFP for CAMC of IT Equipment in NMRC**” contains brief information about the scope of work and selection process for the Bidder (“the Contractor” or “the Tenderer”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid/s. Noida Metro Rail Corporation Ltd. (“NMRC” or “the Corporation” or “the Purchaser”) 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 the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time
- d) “**Bidder**” or “**Tenderer**” means any entity which is a sole proprietorship firm,or a company, in title and assigns which is submitting its bid pursuant to RFP Documents
- e) “**Bid Due Date**” means Bid Submission end date and time given in the tender
- f) “**Earnest Money Deposit (EMD)**” means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- g) “**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
- h) “**NMRC**” means Noida Metro Rail Corporation Limited (or “Corporation” or “Purchaser” or “Employer”)
- i) “**Party**” means Contractor or Corporation (together they are called “**Parties**”)
- j) “**Re. or Rs. or INR**” means Indian Rupee
- k) “**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 CAMC of IT Equipment in NMRC
2	Duration of contract	12 months
3	Approximate cost of work	INR 25,96,000/-(Inclusive GST)
4	Method of selection	Cost Based Selection (Lowest –L1)
5	Bid Processing Fee	Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only) through DD/ RTGS/NEFT payable in favour of Noida Metro Rail Corporation Limited
6	Earnest Money Deposit (EMD)	Rs. 51,920/- (Rupees Fifty One Thousand Nine Hundred Twenty Only) through DD/ RTGS/NEFT payable in favor of Noida Metro Rail Corporation Limited
7	Bid System	Two Bid System (Technical and Financial)
8	Name of the Corporation and Official	DGM/AFC-Tele Noida Metro Rail Corporation Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: dgm_teleafc@nmrcnoida.com / nmrcafc@gmail.com
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	Key Dates	Schedule
(a)	Uploading of Bid	June 15 th , 2023
(b)	Pre-bid Meeting	June 30 th ,2023 [TIME 11:30 hrs]
(c)	Last date of receipt of Pre-bid queries	June 30 th ,2023 [TIME 17:00 hrs]
(d)	Last Date of Bid Submission	July 14 th ,2023 [TIME 15:00 hrs]
(e)	Date of Technical Bid Opening	July 14 th ,2023 [TIME 15:30 hrs]
13	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 and have valid registration certificate as on date of tender submission.

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

- (i). Either they are not registered for appropriate category.
- (ii). 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. **"Supply and Maintenance/Repair of IT equipment"** 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 MSMEs.

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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Section 1: General Information and Scope

1.1 Background

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed by Noida and Greater Noida Authorities for planning and executing urban transport projects in Noida, Greater Noida regions. The Corporation desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Corporation is to help create an efficient, safe, reliable, economical and affordable public transport system.
- c. NMRC invites Bids for selection of Contractor for **RFP for CAMC of IT Equipment in NMRC**
- d. In this regard, the Corporation now invites **Bidders** to submit their proposals as per provisions of this RFP Document.
- e. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted and Financial proposal of only qualified Bidders will be opened.

1.2. Communication

All communications should be addressed to -

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

2. Section 2: Terms of Reference

2.1 Tenure:

The term shall be up to one year from date of signing of contract, unless otherwise terminated by the Parties in accordance with the terms. This agreement may be renewed or extended for another one year as per mutual agreement by both the parties.

2.2 Scope of Work

The contract is comprehensive contract covering preventive as well as breakdown maintenance of Personal Computer, its peripherals, Laptops, Networking related failures/breakdown, UPS as given in Equipment Details and as given hereunder. The tenderer shall provide other IT Services as per details given below.

Provision of Hardware Maintenance Services for IT equipment indicates:

- Virus, malware, etc Control
- Network troubleshooting & Management Support
- Periodic Monitoring of Computers, Printers, UPS & Battery Health
- Quality of spare parts –The spare parts to be replaced must be genuine, original and from reputed brand.

1. The contract will be for the period of **One Year** from the date of signing the agreement on comprehensive basis for desktops and associated peripherals; for providing all maintenance services on site. The contractor must have a service base in Delhi-NCR with required expertise to diagnose the problem. As far as possible the repairs would be carried out on site itself. The contractor will have to provide stand by machine of the same model if it is absolutely necessary to take the defective machine for repair at its service center. Contract can be extended for a period of one(1) year on satisfactory performance on mutual agreed terms and conditions.
2. The bidders are required to depute at least Three (3) technically qualified Resident Engineer(s) who should have minimum two years of working experience in computer hardware and different type of peripherals including laser printers/scanners etc. & software related maintenance, network troubleshooting and should be equipped with the maintenance kit comprising of tool box, multi meter, diagnostic software, device driver software, external CD-ROM/storage drive and any other tools required for carrying out such services.
3. The Resident Engineer(s) should be made available in NMRC on all working days (6 days) between 09.30AM to 06.00 PM for maintenance/repair of the systems/peripherals/network at various NMRC premises. In case of emergency repairs during holiday and after working hours, the Resident Engineer(s) shall be made available at no extra charges. The resident engineer(s) shall not carry out any maintenances repair work of any other party in NMRC premises. Resident Engineer(s) have also to provide IT Support during the events of NMRC like high level meetings etc..Resident Engineers should be enrolled with ESIC/EPFO as per Govt. of India Guidelines. In case any of the engineers has to go on leave then Contractor must bring it to the notice of coordinator/NMRC in advance. In such cases, Contractor shall send substitute engineer in consultation with NMRC coordinator for that period.
4. The NMRC will only provide consumable items such as printer toners for laser-jet printers, inkjet cartridge. All other consumables/spare parts like **UPS batteries, Laptop batteries**, Key board, Wireless keyboard Mouse, wireless mouse will be in the scope of contractor.
5. All Computer/Laptops/Printer/UPS/ Scanners components will come under the purview of the contract. This will include:
 - a. Processor (CPU)
 - b. Motherboard
 - c. Main memory (RAM)
 - d. Storage devices, i.e. Hard Disk Drives, Floppy Disk Drives, CD/DVD-ROM/RW Drives
 - e. Keyboards
 - f. Mouse
 - g. Modem
 - h. Monitors/TFTs/LCDs/LEDs (including picture tube)

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- i. All peripheral cards/network cards, ports
 - j. SMPS unit
 - k. All printer parts(Including Drum unit)
 - l. UPS including batteries
 - m. Personnel Computer / Server also includes maintaining Local Area Network to which it is connected, Network reconfiguration and replacement of UTP cable etc.,
 - n. All other components, which are part of the computer/Laptops or accessories, mentioned above without which the function of the computers or accessories will be hampered, in short themaintenance means replacement/ repair of all worn out/defective components of Personal Computers and accessories,
6. The contractor will prepare separate logbooks for each of the machines to be taken under the CAMC and Preventive Maintenance (PM) from outside and inside will be carried out on quarterly basis. The preventive maintenance would include quarterly servicing of the equipment irrespective of whether the equipment has suffered a breakdown or not and it would include checking of all the peripherals installed with PC for proper operation, servicing and cleaning of machines and printers and cleaning of CD/DVD drives and checking of head alignment. A Preventive Maintenance Report signed by the user would be submitted in the prescribed format by the vendor to NMRC by 15th of the month following end of each quarter failing which quarterly payment will not be released to the vendor.

7. Details of the Facility Management System

A. Desktop Management Service

- i. Operating Systems and Office related application trouble shooting and support.
- ii. Installing operating systems, configuration of driver, update latest patches and latest Windows Service Pack and other OEM based software (CD and license would be provided).
- iii. Backups/restore for all desktop systems along with the user data in regular intervals.
- iv. Cleaning and uninstalling unnecessary files from desktop, laptops and servers.
- v. Outlook based mailing support to users.
- vi. Desktop login and basic windows policy problem solving.
- vii. Updating new software application (CD and license would be provided).

B. Anti-Virus Management Services

- a. Maintain Virus free environment of desktop/Laptops (license of Anti- Virus would be provided by NMRC).
- b. Regular update of virus definition in Servers and Desktops.
- c. Scanning of systems in regular intervals.
- d. Alert the user for latest threat of virus.

C. Network Management Services

- a. Basic troubleshooting for Network items (Hub, I/O Box, and Patch Cord etc.)
- b. Networking configuration like IP address/DNS/DHCP/Gateway etc.
- c. Networking connectivity with desktop.
- d. Basic Support for Wireless equipments (Wireless Card, Access Point and Wireless Router).
- e. Leased Line related support from ISP in case of line down.
- f. Under Warranty support of Network items from respective OEM.

D. On-site Helpdesk

- i. Call tracking and call closure.
- ii. Escalation of the critical issues to appropriate IT supports team.

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- iii. Regular touch with users for their problems.
- iv. Proper tagging systems for IT hardware.
- v. Inventory management of IT Assets.
- vi. Maintain all IT Asset Records with respect to warranty details, contracts, configurations, serial numbers, make, date of installation, date of repair, date of maintenance etc.
- vii. Record and update all the changes in the Asset details as and when it occurs.
- viii. Item wise track of preventive work done during the contract period.

E. Vendor Management Service

- a. Co-ordinate with third party vendors for maintenance and installation.
- b. Follow up with vendors in case of hardware/software problem resolution.
- c. Track inventory of any items sent for repairs and follow up for replacement.
- d. Deploying and maintaining critical part inventory of vendors.
- e. Logging and escalating complains with vendors and tracking till resolution.

F. Reports to be submitted to NMRC coordinator as per their frequency:

- a. Daily Reports
 - i. Call Pending Report with details of Complaint No., Location, Date & Time Logged in, No. of Days Pending (from higher to lower), Reasons for delay in resolving.
 - ii. Calls Resolved on previous day with details of Complaint No., Date & Time Logged in/Resolved, and Engineer's Name.
- b. As & When required between two dates:-
 - i. Items sent for Repair/Replacement with relevant details.
 - ii. Items received for Repair/Replacement with relevant details.
 - iii. No. of Calls received and No. of Calls resolved.
- c. Monthly/Quarterly Reports
 - i. Calls delayed by No. of days beyond specified time limit (Equipment Type wise).
 - ii. No. of days Engineers absent.
 - iii. Analysis of Type of Calls

Above reports are to be submitted by contractor in NMRC office in hard copy and email is also required to be sent on periodically.

G. Servers Maintenance :

Contractor is required to do the preventive and corrective maintenance of IT servers at NMRC head office, stations and Depot.

H. Asset Management

Upon award of the Contract, the Contractor shall under take physical verification essentially during handing over & taking over. This involves the following activities:

- i. Physical survey of existing IT Hardware Assets.
- ii. Identify the equipment by pasting an asset code / sticker on the equipment.
- iii. Validation/enumeration of IT Hardware Assets inventory in the existing database.
- iv. Updating of IT Hardware Asset Database as and when required.
- v. Maintenance of IT Hardware Asset Inventory on routine basis.
- vi. Reports such as Hardware Added/deleted on Quarterly Basis.

I. Helpdesk Support Services

Helpdesk will be center point of contact for all user related issues from the user or **NMRC** representative. The Contractor shall lodge/monitor complaints and attendance of Engineers through web based Application/ Suitable Software:

- i. Call Receiving from Users or NMRC representative, its Logging and issue of complaint no. to user.
- ii. Single point of contact for all concerns.

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- iii. Call Escalation, Tracking and Closure.
 - iv. Proper tagging should be there for IT Hardware, where tracing of preventing work done in the contract period.
8. The firm should have proper workshop with well-qualified engineers and the latest/modern gadget and tools for service/maintenance of computers / printers/UPS /Scanners/Servers etc.
 9. The Contractor shall get the maintenance of the equipments, including the cleaning thereof, done by his maintenance staff solely at his own risk. NMRC shall not, in any way, be liable to make any payment, incur any expenditure or face any lawsuit in any court of law for any injury or death suffered by the Contractor’s maintenance staff during the course of maintenance under the AMC.

The Contractor shall deploy Resident Service Engineers at different NMRC’s locations/site in who will be available between 09:30 hrs to 1800 hrs on all working days exclusively for attending the maintenance of the Computers, Computer Networks and other equipments of the NMRC. At least 03 no. of engineer are required for AMC. (This is the minimum requirement).

10. Some of the devices are under warranty with their respective OEMs, for these devices only Facility Management Services are to be provided at present. These devices will be shifted to the FMS along-with AMC from the date next to expiry of their respective warranties. In that case Pro- rata Rate shall be paid.
11. The contractor firm must have expertise in corrective and preventive onsite maintenance and repair of computers , Laser, DeskJet/Inkjet ,Printers, Network Components and peripherals and other hardware parts and accessories.
12. No conveyance charge shall be reimbursed/ granted by NMRC for undertaking CAMC work at different site offices of NMRC.
13. Rodent damage will also be covered in comprehensive AMC.

14. Tentative locations of posting/service area of Resident Service Engineers:

- i. NMRC Head Office Ganga Shopping Complex Sec-29 Noida .
- ii. Sec 51-Depot Station (21 Stations) of Aqua Line .
- iii. NMRC Train Depot, Greater Noida

15. The Contractor shall be required to hand over all the equipments in working condition at the time of termination of the Contract.
16. Time limits to attend faults: All calls registered on call basis with CAMC firm must be attended with in time frame as listed below:

Location	Response Time	Resolution Time
NMRC head office and Depot (where resident engineer are posted)	Immediate	2 hrs*
21 Stations (Sec 51-Depot Station) (where resident engineer are not posted)	2Hrs*	4hrs*

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17. Standby units: If any equipment is not repaired within above mentioned time frame then a stand by unit (with same configuration or above) should be provided by the Contractor to the user or make alternate arrangements so that the user's call is resolved. If the call is resolved, the same shall be certified by the **NMRC** user's signature in the Call Sheet.
18. Downtime: Downtime is defined as the time for which the systems and/or services running on it are said to be not available to the users in part or full due to any repairs/problems etc. The downtime would be counted in such cases where a stand by unit is not provided
 Maximum down Time: This includes the time taken for various activities like formatting a disc, loading of O/S etc wherever applicable. The maximum downtime for various types of equipment's as follows:
19. Service Level Agreement (SLA):

SI	Description	Max. Downtime
1	Desktop Computers/ Laptops/Switches/Firewall	08hrs*(01 days)
2	Printers	16hrs*(02 days)
3	Scanner	24hrs*(03 days)
4	UPS	08hrs*(01 days)
5	Response of Service Engineers	Within 01 Hrs from the booking of call

* Calculated w.r.t. Maximum of 8 hours work per day.

20. Penalty:
 Appropriate penalties may be recovered from the payment if contractor is not able to provide required service level as mentioned below:

S. No	SLA	Target	Penalty
1	Non-response of service Engineer for maintenance	Beyond the time line as per Service level Agreement (SLA)	Rs 200/- per hours up to 24 hrs
2	Non Resolution of the call	Beyond the time line as per Service level Agreement (SLA)	Rs 1000 Per day up to 10 days
3	Absence of service Engineer from the duty /office designated.	Beyond the time line as per Service level Agreement (SLA)	Rs 1000 Per day

The maximum limit of penalty shall be 10% of the contract price.

21. Do's and Don'ts for Staff
DO'S

- i. In case of fire/ anything unusual on electric traction equipment or wires, inform the respective Engineer-in-charge.
- ii. Extinguish fire by special extinguishers (carbon tetrachloride or carbon dioxide type, if available).
- iii. Ensure no water jet to be directed at the fire under any circumstances.
- iv. Before taking up the work on a line running parallel to 25 KV AC lines, the line shall be earthed on both sides. Ensure that the distance between the two earths used for protection does not exceed 1km.

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- v. Keep clear of the track and avoid contact with the rails when electric train within 250m.
- vi. Special care should be taken to carry long pipes, poles or ladders so that it should not come in contact with or within 2 meters of live OHE.
- vii. Cleaning work other than that of surface (i.e. of beam, pillars etc.) should be done during block period only.
- viii. Whenever washing or cleaning using water jets is done, take appropriate power block.
- ix. Cases of electric shock arising out of contact with 25 KV A.C traction equipment shall be reported immediately to TPC.

DON'Ts

- i. Do not approach within 2 meters of any traction wires or live equipment.
- ii. Do not work on or near traction wires or any live equipment unless they are made dead, earthed and shut down notices/ permit to work obtained.
- iii. Do not enter any switching station or remote control centre unless specially permitted.
- iv. Do not touch a person in contact with live traction wires. Remove body only after power supply is switched off & earthed.
- v. Do not touch any traction wire hanging from the mast or fallen on the ground and do not allow anyone else to touch it.
- vi. Cleaning work with conducting materials like Aluminium/ Steel rods should be avoided at all times when power block is not availed.
- vii. Do not lift or raise your tools towards traction wires.
- viii. Do not damage the plinth continuity, connection to BEC, OPC and handrail continuity.
- ix. Do not use steel tape or metallic tape or tape with woven metal reinforcement in electrified area.
- x. Do not forget to give artificial respiration to the victim as per the prescribed procedure laid down at shock treatment charts.
- xi. Metallic telescopic rods are prohibited for use in the DMRC station.
- xii. Do not throw garbage in haste. Dispose it properly at designated place.
- xiii. Contractor has to submit undertaking in specified Performa w.r.t Does & Don'ts related to danger of work in the vicinity of 25KV traction.

22. Safety

- i. Contractor shall adopt the necessary safety procedures to avoid any type of accidents to Employer's personnel, any other personnel & to avoid damages to **NMRC** assets.
- ii. The contractor shall display necessary sign ages while carrying out the work.

23. Accidents:

- i. It shall be the sole responsibility of the contractor to adopt all the safety measures & deploy personnel who are adequately trained in safety.
- ii. If any accident occurs within the station and associated area due to installation work or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor.
- iii. If any damage occurs to the structures/ material & equipment due to installation work, the cost of damage will be recovered from the contractor's bill.
- iv. 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.

Equipment Details

1. Description of PCs/Software

S.No.	Location	Item	Make/Model	Qty	Total Qty
1	HQ, Stations & Depot	PC	HP 400 G5 SFF	15	177
			HP 280 G3 MT	16	
			HP 280 G4 MT	19	
			HP 280 G6 MT	4	
			HP 280 G1 MT	4	
			HP 280 G5 MT	3	
			HP 280 PRO G5	1	
			HP 280 PRO G6 MT	6	
			HP DESKTOP PRO G1	60	
			HP DESKTOP 400 G5	36	
			HP PRO 3090 MT	1	
			HP PRO DESK 280 G3	3	
			HP PRO DESK 280 G4	6	
			HP 280 PRO G4 MT	1	
			HP PRODESK 400 G4	2	
			Laptop	HP Pro Book 440G6	
		HP Probook 450 G5		9	
		Lenevo Thinkpad T470		5	
		Dell Latitude 3490		1	
		HP		23	
2	Station	Scanner	EPSON V 39	22	22
3	HQ, Stations & Depot	Printers	Ricoh	2	151
			HP 1020 plus	68	
			Canon 6230 DN	15	
			HP MFP 1536	1	
			HP MFP M227sdn	22	
			HP MFP 126	5	
			CANON MFP 643	1	
			M 180colour laserjet	1	
			SHARE 1020 plus	1	
			HP Laserjet 1566	2	
			Samsung	1	
			Brother DCP L2541DW	1	
			HP MFP 226nw	6	
			COLOR LASER JET PRO M452DN	4	
			HP Deskjet Ink advantage 2135	1	
			7WN46D HP Deskjet	2	
			Cannon F166400	1	
			CANON MF3010	5	
			CANON 6030	3	
HP C L J 178	2				
HP LaserJet CP1025nw	1				

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			Dot Matrix Printer EPSON LX1170 Model P171B	2	
			A4 Color Lazer Jet CP1025NW COLOR	2	
			A3 Color HP Office Jet 7612	1	
			EPSON-1170	1	
4	HQ, Stations & Depot	UPS	Zebronic	3	71
			APC	2	
			Microtek UPS LEGEND 1000	1	
			HP UPS 600VA	1	
			Microtek 10 KVA UPS	1	
			Microtek	1	
			Microtek UPS 650VA	62	
5	Head Quarters	Network Devices	24 Port S/W/D-link	5	15
			24 Port S/W/Netgear	6	
			16 Port S/W/D-link	1	
			8 Port S/W/Dlink	2	
			Firewall	1	
6	Depot	Servers & Its Accessories	Server HP-proliant DL 160 Gen9	4	15
			HP-proliant DL 180 Gen10 server	2	
			HPV22v FHD Monitor	2	
			Aten Master View Max kvm/CS1308	2	
			Keyboard/PR1101U	2	
			HP Mouse	2	
			HP-Aruba switch 24 port	1	
7	HO & Depot	Projector	Hitachi/CP-X3042WN	1	4
			Sony/VPL-EX570	1	
			Canon/Rayo i5	1	
			Sony/VPLDX240	1	
8	HO	Video Conferencing	Polystudio	1	1

2.3 Locations:-

Work as mentioned in section 2.2 is to be carried out at following locations:-

- a. NMRC Office, Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301.
- b. NMRC Depot, Greater Noida
- c. 21 Stations of NMRC:
 1. Sector 51 station
 2. Sector 50 station
 3. Sector 76 station
 4. Sector 101 station
 5. Sector 81 station
 6. NSEZ station
 7. Sector 83 station
 8. Sector 137 station
 9. Sector 142 station
 10. Sector 143 station
 11. Sector 144 station

12. Sector 145 station
 13. Sector 146 station
 14. Sector 147 station
 15. Sector 148 station
 16. Knowledge Park station
 17. Pari Chowk
 18. Alpha 1 station
 19. Delta 1 station
 20. GNIDA office station
 21. Depot station
- d. 2 Receiving Sub-Stations (One near Sector 83 station and one near Sector 143 station)

Section 3: Instructions to Bidders

3.1 General instructions

- a. A tenderer shall submit only one bid in the same tendering process. 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 sub-contractor while submitting a bid . 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 sub paragraph above; or
- iii. A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.

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

- a. The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b. This tender document is available on the web site <http://etender.up.nic.in> or on NMRC website (www.nmrcnoida.com) to enable the tenderers to view, download the e-Bid document and 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 there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. Agreed to be bound by the undertaking provided by it under and in terms hereof.

3.1.3. Availability of Bid Document

This Bid document is available on the web site <http://etender.up.nic.in> or on Noida Metro website www.nmrcnoida.com to enable the Bidders to view, download the e-Bid document and submit e- Bids online up to the last date and time mentioned in e- Bidder notice/ e-Bid document. The Bidder`s shall have to pay e- Bid document fee and EMD as mentioned in Data sheet through RTGS/ NEFT on addresses given in data sheet. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e- Bid. This e- Bid

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document fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

3.1.4. Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the DGM /AFC-Tele, 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 CAMC of IT Equipments in NMRC**". 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 5.9 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.

- 3.1.5 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.

3.1.6. 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.

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

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

- c. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).
- d. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- e. Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- f. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- g. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in

the window as an acknowledgement for future reference.

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

3.2.10 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.

3.2.11 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.

3.2.12 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.

3.2.13 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.

3.2.14 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. 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 (Rs.51,920/-)** as stated in Data Sheet in form of RTGS/NEFT only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Bidders submitting bids for more than one package shall be required to submit EMD for each package as mentioned in **Data Sheet** for which bid is submitted.
- c. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.

- d. Unsuccessful Bidder's EMD will be returned within 45 days after conclusion or discharge of the tender.
- e. No interest will be paid by the Purchaser on the Earnest Money Deposit.
- f. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- g. The EMD may be forfeited:
 - i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.
- h. 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 and have valid registration certificate as on date of tender submission.

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

- (i) Either they are not registered for appropriate category.
 - (ii) 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. "CAMC of IT Equipments in NMRC" and Terminal Validity of registration.

3.4 Opening and Evaluation of Bids

3.4.1 Opening of technical e-Bid by NMRC

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

3.4.2 Opening of financial e-Bid

- a. After evaluation of technical e-Bid, through the evaluation committee NMRC shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids will not be opened.
- b. NMRC will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Corporation. The notification may be sent by 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.

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.
 - 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 debarment /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 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.

3.5.1 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 its 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: Qualification, Evaluation and Selection Process

4.1 Eligibility Criteria

The Bidder's competence and capability is proposed to be established by the following parameters. The Bidder should meet all the criteria given in this section. **The Firm should be registered in India and must have a registered office in Delhi NCR region. Supporting documents to be provided as per Form-2.**

- a. The Bidder should be Sole proprietorship/ public limited company/ private limited company/ Registered/ Partnership Firm(including LLP). The firm and companies should be registered in Delhi/NCR only.
- b. The Bidder should have completed in India 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:
 1. One order of similar nature of value not less than **Rs. 20.76 lakh** (Rupees Twenty Lakh Seventy Six Thousand only) or
 2. Two orders of similar nature of value not less than **Rs 12.98 lakh** (Rupees Twelve Lakh Ninety Eight Thousand Only) or
 3. Three orders of similar nature of value not less than **Rs 10.38 lakh** (Rupees Ten Lakh Thirty Eight Thousand Only) each.

Definition of Similar Work: Works involving CAMC/ AMC of IT hardware & Software in Railways or Metro Rail Projects or departments of Centre/ State Governments or Centre/State PSE's.

- c. The Bidder should have minimum average annual turnover of **Rs. 25.96 lakh** (Rupees Twenty Five Lakh Ninety Six Thousand only) in the last 3 (three) Financial Years (2022-2023, 2021-22, 2020-21) preceding the Bid Due Date.
- d. Profit before tax should be positive in at least 1 (one) years, out of last three audited financial years.
- e. The Bidder should neither be blacklisted by any government department nor have any disciplinary proceedings pending against the Bidder or its owner(s)/ partner(s) in last 5 (Five) financial years.
- f. The Bidder should be registered with the Goods and Services Tax Authority. NMRC, if required, may seek clarification from bidders during the technical evaluation.

The Bidder shall also furnish the following:

- a. For above criteria 4.1a
 - i. Statutory proof of existence as the legal entity
 - ii. Self-Attested Copy of PAN
 - iii. In case of Sole Proprietorship, bidders should provide affidavit in this regard. In case of company, bidder should provide certificate of incorporation along with **NOA and AOA** showing objective of the company. In case of Partnership firm (including LLP) bidder should provide registration certificate along with Partnership deed.
- b. For above criteria 4.1b
 - i. A statement as in Form 2: Firm Details and form 5 (Work experience) along with Work Order/ Signed Contracts/ Satisfactory work Completion Certificates from its existing clients/customer, clearly indicating the value and nature of experiences
- c. For above criteria 4.1c,d
 - i. Form 3: Financial Capability Details
 - ii. A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years
In case the Financial Statements for the latest financial year are not audited

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

- iii. Self-attested copy of ITR for the last 3 (three) financial years
- d. For above criteria 4.1e
 - i. Form 6: Undertaking
- e. For above criteria 4.1f
 - i. Self-Attested Copy of GST registration

4.2 Compliance with Technical Specifications

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

4.3 Information of the Technical and Financial Proposal

- g. The Bidder satisfying technical and financial eligibility criteria under Clause 4.1 shall be considered as technically and financially qualified.
- h. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- i. The Bidder with the lowest quoted amount for CAMC of IT Equipment in NMRC in the financial quote (L1 bidder) shall be selected for the award of contract.

4.4 Selection of Bidder

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

- j. In case, two or more technically qualified bidders quote the same percentage in the 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 during the last 3 years ending on the last day of the month preceding the month in which the tender has been floated.
- k. 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.
- l. The NOA would be sent to the successful bidder, who will provide Acceptance 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.
- m. No correspondence will be entertained by NMRC from the unsuccessful bidders.

4.5 Notice of Award and Execution of Contract Agreement

- n. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- o. The Selected Bidder shall, within 10 (ten) days of the receipt of the NOA, provide acceptance of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the Acceptance of the NOA duly signed by the Selected Bidder 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.

- p. The Successful Bidder shall execute the Contract Agreement within 30 (thirty) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- q. Failure of the successful bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient ground for the annulment of NOA, forfeiture of the bid security.
- r. **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.**

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 Contractor. 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.

4.6 Performance Bank Guarantee / Security Deposit

- s. To fulfill the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the “Contractor”) shall deposit **10% of the Contract Price** in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank based at Delhi/NCR only in favor of Noida Metro Rail Corporation Ltd., within 30 days from Notice of Award. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. The Security Deposit/PBG shall be valid for 6 months beyond the Contract Period i.e. 1 Year and 6 Months.
- t. 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.
- u. 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.

4.7 Project Financial Terms

4.7.1 Payment Terms

The standard payment terms subject to recoveries, if any by way of Liquidated damages (LD) will be as under:

- a. No Payment shall be made in advance.
- b. Payment will be done **on monthly basis** after the submission of all the documents along with invoices showing completion of allotted work as per scope of work (Section 2.2) and duly certified by the NMRC official, with satisfactory performance.
- c. GST will be paid as per actual and reflection of GST portal.
- d. Challan of ESIC/EPFO of deputed manpower is required to be submitted along with invoices.

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 Budh Nagar, Uttar Pradesh, India.

5.1.2 Notices

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.

5.1.3 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these general 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 Agency shall bear and pay all taxes, duties, levies and charges assessed on the Agency, its Sub Agencies or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India, the amount of which is deemed to have been included in the Contract Price.
- b. The Agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the Agency's in respect thereof, which may arise.

5.2 Commencement, Completion, Modification 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.

5.2.2 Commencement of Services

The Agency shall begin carrying out the Services from the date of acceptance of NOA 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 general conditions shall expire at the end of such time period 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 general 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 general 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: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled for time extension for such period.

5.2.6 Termination of Contract

- e. If the Agency fails to deliver the items within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to his other rights. The total amount of liquidated damages, however, not exceed the limit of liquidated damages - 15%, after which contract will be deemed as cancelled & PBG will be encashed by the Purchaser.

5.2.7 Upon Termination of this Agreement for any reason whatsoever

- f. The termination of this Agreement shall not release Agency 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 Insolvency and Breach of Contract

The Purchaser may at any time, issue notice in writing summarily terminate the contract without compensation to the Agency in any of the following events, that is to say –

- a. If the Agency being an individual or a firm - Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b. If the Agency being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- c. If the Agency commits any breach of the contract not herein specifically provided for
- d. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Agency shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Agency shall, under no circumstances, be entitled to any gain on re purchase.

5.4 Warranty

- e. The Bidder shall give warranty that the goods shall be new and free from defects and manufacture shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered.
- f. If it becomes necessary for the Agency to replace or renew any defective portion/portions of the item under this clause, the provisions of the clause shall apply to the portion/portions of item's replaced or renewed. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Agency's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Agency in respect of such defects.
- g. Replacement under warranty clause shall be made by the Agency free of all charges at site including freight, insurance and other incidental charges, as the case may be.

5.5 Inspection

- h. The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications as required.

5.6 Obligations of the Agency

- g. The Agency/Bidder shall undertake CAMC of IT equipment with due care and diligence in accordance with the Contract.
- h. Engagement of Staff and Labour- Except as otherwise stated in the Specification, the Agency shall ensure/ make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, transport, etc.

5.7 Packaging

- i. The Agency shall be responsible for packing, transporting, receiving, storing and protecting all items and other things required for the Works.

5.8 Obligations of Corporation

NMRC agrees to provide support to the Agency 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 Fraud and Corrupt Practices

- j. 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 Agency, as the case may be, if it determines that the Bidder or Agency, 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.
- k. Without prejudice to the rights of NMRC under Clause 5.9a hereinabove and the rights and remedies which NMRC may have under the NOA or the Contract Agreement, or otherwise if a Bidder or Agency, 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 Agency 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.

- i. 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 Agency, 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
- m. Measures to be taken:
 - i. The Corporation shall have right to cancel the engagement of the Agency, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

5.10 Settlement of Disputes

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.

Arbitration

In the event of any dispute and/ or difference whatsoever arising under this contract or in connection therewith, including any question relating to the meaning, scope and interpretation of this Contract or it's clause or any alleged breach thereof, the same shall be attempted to be settled by mutual discussions and consultations between the parties hereof. In the event of any such dispute, any/ or difference is not settled in aforesaid manner, then the dispute(s) shall be referred for arbitration. The sole Arbitrator would be appointed by the MD, NMRC. The decision of the said sole Arbitrator shall be final subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 shall apply. The arbitration proceedings shall take place in Noida.

Jurisdiction

With respect to any dispute arising out of or related to this Contract, the parties consent to the exclusive jurisdiction of, and venue in, the District Court located in Gautam Budh Nagar, Uttar Pradesh, India.

Cost

The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

6 Section 6: 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, *Employer's Representative, NMRC* (hereinafter called as the "Purchaser"), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

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

The Purchaser 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 and Scope
 - b. Section 2: Terms of Reference
 - c. Section 3: Instructions to Bidders
 - d. Section 4: Qualification, Evaluation and Selection Process
 - e. Section 5: General Conditions of Contract (GCC)
 - f. Section 6: Draft Contract Agreement
 - g. Section 7: Forms
 - h. Amendment/ Modification, if any
- (iv) Notice of Award (.....) issued by NMRC
- (v) Letter of Acceptance of NOA (.....) given by to NMRC
- (vi) Any other admitted correspondence documents between NMRC and the Bidder.

3. Duration of Contract

The Corporation intends to appoint a Contractor to NMRC for a period of 1 (One) year.

4. Price Schedule

RFP for CAMC of IT Equipments in NMRC

NMRC shall consider the following 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 Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. "Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document, Corrigendum, Addendum issued by NMRC 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 Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract and NOA.

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

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

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

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Purchaser

In the presence of:

In the presence of:

Sign of Witness 1 _____

Sign of Witness 1 _____

Name _____

Name _____

Address _____

Address _____

Sign of Witness 2 _____

Sign of Witness 2 _____

Name _____

Name _____

Address _____

Address _____

7 Section 7: Forms

7.1 Form 1: Letter of Proposal Submission

[Location, Date]

To

DGM/AFC-Tele

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

Subject: CAMC of IT Equipments in NMRC

Dear Sir,

We, the undersigned, offer to provide the CAMC of IT Equipment in NMRC in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by all the terms and conditions stated in the document.

I/we declare that I/we is/are the authorized signatory and have the power by Board Resolution.

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

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

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

7.2 Form 2: Firm Details

1.	Title of the Project: CAMC of IT Equipments in NMRC
2.	State the structure of the Bidder's organization
3.	For Bidders who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address of Delhi/NCR (Attach Documentary proof): Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person:
4.	Authorized Representative Name Mobile No. Address Email Id
5.	Office Address
6.	Bank Details for EMD Refund Bank Name Bank Branch A/c No. Type of Account..... IFSC Code.....
7.	PAN(Attach Documentary Proof)
8.	GST(Attach Documentary Proof)

7.3 Form 3: Financial Capability Details

Bidder should submit their financial details as per the following:

This is to certify that the Average Annual Turnover of M/s

having registered office at

.....for last three years is as below:

S.No.	Financial year	Name of the Bidder	Turnover (INR)
1.	2022-23		
2.	2021-22		
3.	2020-21		
	Average Annual Turnover		

S.No.	Financial year	Name of the Bidder	Profitability
1.	2022-23		
2.	2021-22		
3.	2020-21		

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 2022-23, 2021-22 and FY 2020-21 is correct.

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

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."

7.4 Form4: Capability Statement

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

Tender Reference No: _____

Name of Work: _____

Name of Bidder: _____

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)	
1	Sole proprietorship/ public limited company/ private limited company/ Registered/ Partenership Firm(including LLP) can submit the Bid. The firms and the companies should be registered in Delhi-NCR Region Only.		
2	<p>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:</p> <p>i) One order of similar nature of value not less than Rs. 20.76 lakh (Rupees Twenty Lakh Seventy Six Thousand only) or</p> <p>ii) Two orders of similar nature of value not less than Rs 12.98 lakh (Rupees Twelve Lakh Ninety Eight Thousand Only) or</p> <p>iii) Three orders of similar nature of value not less than Rs 10.38 lakh (Rupees Ten Lakh Thirty Eight Thousand Only) each.</p> <p>Definition of Similar Work: Works involving CAMC/ AMC of IT hardware & Software in Railways or Metro Rail Projects or departments of Centre/ State Governments or Centre/State PSE's</p>	7 years	

RFP for CAMC of IT Equipments in NMRC

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)	
3	The Bidder should have minimum Average Annual Turnover from similar work Rs.25.96 Lakhs (Rupees Twenty Five Lakh and Ninety Six Thousand only) in the last 3 (three) Financial Years (2022-23, 2021-22, 2020-21) Preceding the Bid Due Date.	FY 2022-23	
		FY 2021-22	
		FY 2020-21	
		Total	
4	The Bidder should have Positive Profit before Tax in at least 1 (one) year, out of the last 3 (three) Financial Years	FY 2022-23	
		FY 2021-22	
		FY 2020-21	
		Total	
5	The Bidder should be registered with the Goods and Services Tax Authorities.		
6	The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfillment of Contractual obligation in last 5 (five) financial years.		

7.5 Form 5: Work Experience

The following format shall be used for statement of experience of Bidder during last 7 years.

S.	Similar Contract description	Contract Identification Number	Award date & Completion date	Employer's Name, address, telephone number, e- mail etc	Completion cost	Value of similar work in completed work
1						
2						
3						

Authorized signatory

Name:

Date:

Name of the

Bidder with seal

NOTE:

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence (Experience Certificate/Work Completion Certificate on Client's Letter Head will only be considered) which clearly mentioned the amount for the "CAMC of IT Equipments in NMRC".
2. The tenderer shall upload details of work executed by them in the prescribed format for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof will not be evaluated.
3. Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.
4. For completed works, value of work done shall be updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
5. 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.

7.6 Form 6: Undertaking

Name of Work: CAMC of IT Equipments in NMRC

I confirm that M/S

- a. Has not been blacklisted by any government department and don't have any disciplinary proceedings pending against the Bidder or its owner(s)/ partner(s) in last 5 (Five) financial years.

- b. Has not abandoned any work in last 5 (Five) years.

- c. Has not delayed in similar work completion during orders executed in last 5 (Five) years.

- d. Does not ever been terminated due to poor performance.

- e. Has not suffered Bankruptcy/ insolvency in last 5 (Five) years.

- f. Has not submitted any misleading information in the Bid.

- g. Is financially sound to perform the work.

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

7.7 Form 7: 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 “CAMC of IT Equipments in NMRC” in response to the RFP Document dated _ issued by Noida Metro Rail Corporation (“NMRC” or “the Corporation”), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

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

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

Signed by the within named
.....

[Insert the name of the executant company]

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted
.....

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

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

Resolution dated.....

WITNESS

1. (Signature)

Name

Designation.....

2. (Signature)

Name

Designation.....

Notes:

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

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.

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).

7.9 Form9: Performa 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

7.10 Form 10 : Bid Offer/ BOQ

To

DGM/AFC-Tele
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex
Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh

Sub: CAMC of IT Equipments in NMRC

Dear Sir,

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

I/we hereby quote for the Total Amount for **CAMC of IT Equipments in NMRC**

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

Price Schedule for CAMC of IT Equipments

NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Quoted RATE (Including GST) Per Month In Figures To be entered by the Bidder Rs. P	Total Quoted Amount (Including GST) by Bidder for 12 months (In Figures)	TOTAL AMOUNT In Words For 12 months
1	2	3	4	5	6
1	CAMC of IT Equipments	12 Months			

* GST paid as per applicable.

Note:

- The Bidder shall be required to quote the percentage in the BOQ.
- The Bidder with the lowest total quoted amount for CAMC of IT Equipments in NMRC in the financial quote (L1 bidder) shall be selected for the award of contract.
- The Bidder shall furnish his rates including Labour Cess @ 1%. The same shall be deducted from the bills of the contractor. The royalty charges levied by states/central govt. on & other terms and conditions issued time to time by govt. shall abide by and shall be paid by contractors and its proof shall have to be submitted to Corporation.
- The Financial Bid submitted is unconditional (including GST and other Charges – Delivery, Incidental, etc.) and fulfills all the requirements of the TOR Document.
- The Bidder should ensure that they are GST Compliant and their quoted tax structure / rates as per GST Law
- The Corporation shall not reimburse any GST paid by the Contractor due to misclassification.

We agree to pass on such additional set off / input tax credit as may become available in further under the GST provision in respect of all the inputs used in the manufacture of the tendered item on the date of supply, by way of reduction in price and the advice the Corporation accordingly.

We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document.

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

7.11 Form11 : Checklist

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 (Attach Documentary Proof)		
2	Earnest Money Deposit(Attach Documentary Proof)		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form 3: Financial Capability Details		
6	Form 4: Capability Statement		
7	Form 5: Work Experience		
8	Form 6: Undertaking		
9	Form 7: Power of Attorney		
10	Form 8: Declaration of Refund of Earnest Money		
11	Form9: Performa for Clarifications / Amendments on the RFP		
12	Form 10: Bid offer/ BOQ		
13	Form 11: Checklist		
14	Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc.		
15	Form 5: Financial Capability Details A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years		
16	Self attested copy of ITR for the last 3 (three) financial years		
17	Self Attested Copy of PAN		
18	Self Attested Copy of GST registration		
19	Any other document asked by the Corporation if submitted, specify the documents Or Any other document which the Bidder considers relevant		