



**NOIDA METRO RAIL
CORPORATION LIMITED**

REQUEST FOR PROPOSAL (RFP)

Single Tender Document

Rate Contract for Maintenance of Radio System in NMRC

Tender No.-NMRC/TELE/Radio/2024/306

February 2024

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 for “**Rate Contract for Maintenance of Radio System in NMRC**” contains brief information about the scope of work and selection process for the Bidder (‘the Contractor’ or “the Tenderer” or “the Applicant”). The purpose of the Document is to provide the Bidder with information to assist the formulation of their E-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 Bidder 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 E-Bid/s. Noida Metro Rail Corporation Ltd. (“NMRC” or “the Corporation”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

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

NMRC reserves the right to accept or reject any or all E-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 E-Bid/s to be submitted in terms of this RFP Document.

Glossary

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

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.

Rate Contract for Maintenance of Radio System in NMRC

Noida Metro Rail Corporation Ltd. invites Single Tender (i.e. Technical and Financial e-Bid) from Original Equipment Manufacturer i.e. **M/s Motorola Solutions** for “**Rate Contract for Maintenance of Radio System in NMRC**” for the period of 1 Year.

The key details are as follows:

1	Name of the Bid	Rate Contract for Maintenance of Radio System in NMRC
2	Approximate Cost of Work	Rs. 95.22 Lakhs (Inclusive of all Taxes)
3	Time-period of contract	12 Months
4	Method of selection	Single Tender
5	E-Bid Processing Fee	INR 5,900/- (including GST) (Rupees Five Thousand Nine hundred only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Earnest Money Deposit (EMD)	Rs.1,90,440 (Rupees One Lakh Ninety Thousand Four Hundred Forty Only)
7	System of Tendering	Single Packet system (Technical & Financial e-Bid to be submitted together on e- Tender Portal)
8	Name of the Employer's official for addressing queries and clarifications	Dy. General Manager/AFC-Tele, Noida Metro Rail Corporation Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrc.afc@gmail.com Website:www.nmrcnoida.com, http://etender.up.nic.in
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
	Schedule of Bidding Process	
	Task	Key Dates
	Uploading of e-Bid	26.02.2024
	Last Date of e-Bid Submission	19.03.2024 (Up to 12:30 Hrs)
12	Date of e-Bid Opening (Technical and Financial)	19.03.2024 (at 15:30 Hrs)
13	JV/Consortium to be allowed	NO
14	Account details	For E-Bid Processing Fee & EMD State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.

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1. Section 1: General Information

1.1 Background

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. The Company desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Company is to help create an efficient, safe, reliable, economical and affordable public transport system.
- c. An elevated metro line between Noida and Greater Noida is already in operation for providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public.
- d. NMRC invites Single Tender from Original Equipment Manufacturer i.e. **M/s Motorola Solutions** for selection of Contractor for granting the Work of **Rate Contract for Maintenance of Radio System in NMRC**.
- e. In this regard, the Corporation now invites the Bidder to submit their proposals as per provisions of this Request for Proposal Document.
- f. The Successful Bidder shall provide the services as described in Section 2: Terms of Reference and other relevant sections of this RFP.

1.2 About Locations

The metro corridor is 29.7 km long and is known as Noida Greater Noida Metro Rail Corridor. It comprises 21 metro stations starting from Noida Sector 51 in Noida and ends up at Depot Station in Greater Noida. In addition, Metro Depot/OCC is located ahead of Depot in Greater Noida.

1.3 Communication

All communications should be addressed to:

Dy. General Manager/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: nmrc.afc@gmail.com

2. Section 2: Terms of Reference

2.1 Objective:

The work consists of maintenance of Radio system installed over NMRC network. The work shall be done in accordance with terms of reference and employer's requirement and other requirement of the contract. The work shall be executed to the highest standards available. Bidder has to carry out their self-assessment in respect of their capacity in terms of maintenance requirement machinery, spares, tools, manpower and finance to carry out work to the satisfaction of employer.

2.2 Tenure:

The term shall be up to One Year from the letter of unconditional acceptance of NOA. However the contract may be extended for period of another One Year on mutual terms and conditions based on past satisfactory performance.

2.3 Introduction to NMRC Radio System & Its Equipment:

Aqua Line and depot is of 29.7 km long. NMRC has full-fledged Radio network for its communication through various communication terminals. The Radio System in NMRC has a very critical role in voice and data communication as it facilitates

- Metro station communication
- OCC communication
- Maintenance groups Communication
- Train communication
- Security Communication

The Radio system covers all system components for voice services as well as network and configuration management. As per requirements of the system is equipped with components for Data communication, Authentication, Telephony Interface, and Voice Logging. The NMRC Radio system is intended to provide voice and data radio communication services for Noida Metro Rail Corporation Network of 21 Metro Station and NMRC Depot.

NMRC is using DIMETRA IP System for its Radio Communication which is the product name of Motorola Solution. The DIMETRA IP System is based on TETRA technology according ETSI Standard.

The Radio Structure of NMRC includes following items.

- Mobile Switching Office
- Control Site Components
- Motorola Tetra Base Station (MTS4)
- Subscriber Radios
- Computer Aided Dispatch (CAD) Sub-system
- Train-borne Sub-system
- Automatic Vehicle Location Sub-system
- Interfaces with other systems
- Towers (RF Sites)

2.3.1 Radio System Equipment Distribution:

Radio System Installed at NMRC Aqua Line is given below.

S.No.	Radio Equipment Description	Total
1	Radio Base Station (BTS) equipped with Two Base Radios, redundant controller.	6
2	Radio Base Station (BTS) equipped with Four Base Radios, redundant controller	1

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3	Antenna system for outdoor BTS with 2 Base Radios	6
4	Antenna system for outdoor BTS with 4 Base Radios	1
5	Monopole 40mtr. Tower	7
6	Radio Control Panel (RCP) with Power Supply + Antenna + Desktop interface, Telephone Handset	23
7	Radio Access Unit (RAU) with Power Supply + Antenna+Desktop interface, Desk Mic	18
8	Hand portable Radio with full function key model with LCD display + accessories+ battery & charger for each	400
9	Radio Control Workstations with complete accessories	6
10	On board Train Radio complete with MMI and antenna system	38
11	Radio Central Infrastructure + NMS	2
12	A V L S	1

2.3.2 MSO (Mobile Switching Office) Equipment List

Model No.	DSS 8.2 MSO HARDWARE (OCC)	QTY
GMDN1196B	DIM-IP COMPACT CABINET (ENH)	1
GMKN5820BL	CABLE, ASSEMBLY,CABLE SET DIPC R8.2	1
Primary Zone Servers (PZS)		
GMDN6421A	DIMETRA DL360G9 2X300 16GB SERVER-1	1
Primary Management Server (PMS)		
GMDN6422A	DIMETRA DL360G9 4X300 32GB SERVER-2	1
Core LAN Switch		
GMDN2544C	DIM LAN SWITCH PROC.2620_48	2
GBIC Card		
GMDN2314A	DIMETRA GBIC	2
Backhaul LAN Switch		
GMDN2544C	DIM LAN SWITCH PROC.2620_48	1
Combined Core/Gateway Router (CGR)		
GM0240B	DIMETRA GGM8000 BASE MODEL	1
Primary Data Server (SDS, PDS, RNG)		
GMDN6421A	DIMETRA DL360G9 2X300 16GB SERVER-1	1
Border Router		
GM0240B	DIMETRA GGM8000 BASE MODEL	1
GGSN		
GM0240B	DIMETRA GGM8000 BASE MODEL	1
ST6501AU	DIMETRA MNR GGSN SW	1
MTIG-IP		
GMDN6421A	DIMETRA DL360G9 2X300 16GB SERVER-1	1
Authentication		
GM0247A	CLEAR PRC/AUC CRYPTR2	1
CA00140AB	AC LINE CORD, EUROPEAN	1
GMDN1157B	DIMETRA DATA MODEM	1
TG00104AM	COUNTRY OPTION IN	1
07015022001	CRYPTO BRACKET	1
KVL Hardware		
T7863	DIMETRA KVL 4000 HARDWARE	1
ZA00965	AUTH ONLY DVI-XL DIM MODE SW	1

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CA01598AA	AC LINE CORD US	1
CA01603AA	USB COMM/CHARGE CABLE W/ CUP	1
T7672	KVL 4000 OS HARDENING SW	1
Cables		
PMKN4127A	BOTTOM CONNECTOR SERIAL DATA CABLE	1
PMKN4104A	KVL CABLE FOR MOBILE	1
GMLN5353A	NULL MODEM CABLE DB9, M-FEMALE 1.8M	1
3080369E32	PROGRAMMING CABLE	1
VPN Router		
GMDN1180C	DIMETRA VPN GATEWAY	1
GMVN5154	DIMETRA VPN CLIENT SW	1
Archiving Interface Server		
GM0223	MCC7500 R7.0 DIM IP STD CAP AIS	1
CA01385AA	MCC7500 DIM IP STD CAP AIS	1
CA02460AB	OS LICENSE WIN7	1
CA01318AB	RACKMOUNTABLE PC	1
CA00140AB	AC LINE CORD, EUROPEAN	1

2.3.1.3 MSO (Mobile Switching Office) Equipment List at BCC

Model No.	DSS 8.2 MSO HARDWARE (BCC)	QTY
MSO Hardware		
GMDN1196B	DIM-IP COMPACT CABINET (ENH)	1
GMKN5821BL	CABLE, ASSEMBLY,CABLE SET DIPC R8.2	1
Secondary Zone Servers (SZS)		
GMDN6421A	DIMETRA DL360G9 2X300 16GB SERVER-1	1
Core LAN Switch		
GMDN2544C	DIM LAN SWITCH PROC.2620_48	2
GBIC Card		
GMDN2314A	DIMETRA GBIC	2
Backhaul LAN Switch		
GMDN2544C	DIM LAN SWITCH PROC.2620_48	1
Combined Core/Gateway Router (CGR)		
GM	DIMETRA GGM8000 BASE MODEL	1
Redundant Data Server components		
GMDN6421A	DIMETRA DL360G9 2X300 16GB SERVER-1	1
Redundant Border Router		
GM0240B	DIMETRA GGM8000 BASE MODEL	1
MTIG-IP		
GMDN4012D	DIMETRA DL360G9 2X300 16GB SERVER-1	1
VPN Router		
GMDN1180C	DIMETRA VPN GATEWAY	1
GMVN5154	DIMETRA VPN CLIENT SW	1
Archiving Interface Server		
GM0223	MCC7500 R7.0 DIM IP STD CAP AIS	1
CA01385AA	MCC7500 DIM IP STD CAP AIS	1
CA02460AB	OS LICENSE WIN7	1

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CA01318AB	RACKMOUNTABLE PC	1
CA00140AB	AC LINE CORD, EUROPEAN	1

2.3.1.4 MSO Software:

Model No.	SOFTWARE	QTY
GM0284A	D8.2 SYSTEM SOFTWARE	1
ZA00569DN	SMALL CORE SW D8.2	1
CA01215AA	DIMETRA IP COMPACT SCALABLE	1
ZA00928BT	CORE SW D8.2 - MEDIA ONLY	1
ZA00927AB	LINUX OS LICENSE	8
ZA01043AB	VMWARE SW LICENSE	10
ZA00243JV	ENH: PRNM SUITE SW D8.2	2
ZA00292AK	CRYSTAL REPORTS SW D8.2	2
ZA00297BG	ALPHNUM TEXT SW D8.2	2
ZA00545BP	MTIG D8.2	2
ZA00298DU	AUC CLEAR D8.2	1
ZDS License Keys		
SQM01SUM0132	DIMETRA ZDS LICENSE KEY	1
CA01215AA	DIMETRA IP COMPACT SCALABLE	1
D802AN	ENH: DIGITAL OPERATION 4.1 ZD	1
Z800AH	ENH: D5.0 1000 RADIO USER LICENSE	1
Z375AG	ENH: D5.0 4-SITE/SUBSYSTEM LICENSE	3
Z13AC	ENH: INFRASTRUCTURE CONFIGURATION U	1
DA00148AE	ENH: ZONE HISTORICAL REPORTS USER	1
D785AE	ENH: AIR TRAFFIC INFORMATION ACCESS	1
Z806AC	ENH: SYSTEM ATIA PACKETS	1
D980AN	ENH: CADI SOFTWARE OPTION	1
ZA00149AB	ENH: ZONE DYNAMIC REPORTS USER	1
Z801AG	ENH: BASIC RADIO CONTROL MANAGER US	2
D699AK	ENH: DYNAMIC REGROUPING USER	2
D341AK	ENH: STATUS/MESSAGE USER	1
D52AG	ENH: ZONEWATCH GRID & CONTROL DISPL	1
ZA00151AE	ENH: AFFILIATION USER	1
ZA00794AA	ENH: VOICE LOG PRIV/INTC CALL	24
ZA00817AA	ENH: 10 CALL TELEPHONE INTERCONNECT	8
ZA00834AA	ETHERNET SITE LINK	9
ZA00839AA	UEM SERVER NBI API	1
ZA00815AA	ENH: 1-CONSOLE	12
User Configuration License Keys		
SQM01SUM0133	DIMETRA UCS LICENSE KEY.	1
D802AK	ENH: DIGITAL OPERATION	1
Z802AE	ENH: RADIO CONFIGURATION / RADIO USER REPORT	1
Z801AE	ENH: RADIO CONTROL MANAGER CAPABILITY	1
D699AH	ENH: DYNAMIC REGROUPING CAPABILITY	1
D980AK	ENH: CADI CAPABILITY	1
D52AE	ENH: ZONE WATCH USER	1

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CA01215AA	DIMETRA IP COMPACT SCALABLE	1
ZA00977AA	BIC/BOC	1
Dimetra Server License Keys		
SQM01SUM0228	DIMETRA SERVER LICENSE KEY	1
CA01215AA	DIMETRA IP COMPACT SCALABLE	1
ZA00871AA	UCS 01	1
ZA00875AA	ZDS 01	1
ZA00878AA	UEM 01	1
ZA00880AA	ZSS 01	1
ZA00882AA	ATR 01	1
ZA00884AA	ZC 01	1
ZA00885AA	ZC 02	1
ZA00886AA	MTIG-IP 01	2
ZA00888AA	SDR 01	1
ZA00889AA	SDR 02	1
ZA00890AA	PDR 01	1
ZA00892AA	RNG 01	1
ZA00894AA	UIS 01	1
ZA00895AA	UIS 02	1
ZA00897AA	AUC 01	1

2.3.1.5 NMT Client

Model No.	Description	Qty
GMLN5449A	DIMETRA RP5810 WORKSTATION HARDWARE	2
GMYN4247B	DIM COMMON OS WIN7 (RP5810)	2
GMLN5495A	HP LCD MONITOR 21.5 INCH	2
GMLN5417A	HP COLOR LASERJET M553N PRINTER	2

2.3.1.6 CAD System

Model No.	Description	Qty
CAD Server		
GMDN6421A	DL360G9 2X300 16GB SERVER-1	2
CAD LAN Switch		
GMDN2544C	DIM LAN SWITCH PROC.2620_48	2
Cabinet for CAD Sub-System		
NA	24 U Cabinet	2
GMLN4204C	BLACKBOX KVM SWITCH ROHS COMPL	2

2.3.1.7 RCW System

Model No.	Description	Qty
B1909	MCC7500 DIMETRA IP PROC PKG	7
CA01379AA	MCC7500 DIM IP PROC PKG	7
CA01382AG	TOWER PC MCC7500C	7
CA02460AB	OS LICENSE WIN7	7
CA01215AA	DIMETRA IP COMPACT SCALABLE	7
CA00140AB	AC LINE CORD, EUROPEAN	7

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GMDN1151C	MCC 7500 HW251N EMEA HEADSET	7
GMDN3869A	PLANTRONICS DA55 - USB-ADAPTER	7
GMDN2217AB	MICROPHONE TABLE STAND	7
GMDN2216A	MICROPHONE GOOSENECK 38CM	7
CA01387AA	MCC7500S STANDARD MIC. CAPSULE	7
GMDN2218C	SPEAKER GENELEC 230V	14
GMDN2550A	MCC7500S DIMETRA FOOTSWITCH	8
GMDN2691A	MCC7500S USB FOOTSWITCH ADAPT	7
GMDN0567AK	HP LCD MONITOR 21.5 INCH	7
Control Site equipment for Consoles		
GMDN2544C	DIM LAN SWITCH PROC.2620_48	4
GM0240B	DIMETRA GGM8000 BASE MODEL	4
GMLN5273A	DIMETRA GGM8000 CCGW MODULE	4
CAD Network Equipment		
GMDN2544C	DIM LAN SWITCH PROC.2620_48	4
GM0240B	DIMETRA GGM8000 BASE MODEL	4

2.3.1.7 AVLS System

Model No.	Description	Qty
Dell PowerEdge R330	AVLS Server	1
Dell DM18M Optiplex 3046	AVLS Client	2
NA	Noida Metro Route Map	1
NA	AVLS Software	1
NA	Monitor	2

2.3.1.8 Base Station (MTS-4)

Model No.	EQUIPMENTS FOR BASESTATION SITES (with 2 BR)	QTY
SQM07SUM0010	MTS4-400 PRIME CABINET	6
X577AA	FREQ SUB BAND 380-385MHZ	6
X858AC	CLEAR BASE STATION	6
X193	HIGH POWER BR 80/25W	12
XA00019AA	MTS-R3 (TETRA+TEDS CAPABLE BR)	6
UA00001	MTS SC ETHER-SITELINK	6
CA00095	REDUNDANT TSC	6
X503AH	2 HYBRID COMBINER	6
CA00071	ONE DUPLEXER, ONE PRESELECTOR	6

Model No.	EQUIPMENTS FOR BASESTATION SITES (with 4 BR)	Qty
SQM07SUM0010	MTS4-400 PRIME CABINET	1
X577AA	FREQ SUB BAND 380-385MHZ	1
X858AC	CLEAR BASE STATION	1
X193	HIGH POWER BR 80/25W	4
XA00019AA	MTS-R3 (TETRA+TEDS CAPABL F BR	1
UA00001	MTS SC ETHER-SITELINK	1
CA00095	REDUNDANT TSC	1
U668	CAV COMB 4 CH AUTO	1
CA00071	ONE DUPLEXER, ONE PRESELECTOR	1

2.3.1.9 Subscribers Radios:

Model No.	RADIOACCESSUNIT(RAU)	QTY
M83PCS6TZ4AN	MTM5200 380-430MHZDESK MT953C	18
GA00376AA	MTM5X00380-430 CLR	18
GA00532AA	STD CTRL HDROMAN	18
GA00641AA	DESKTOPTRAYWSPK	18
GA00132AA	POWERSUPPLY	18
G722AA	LINECORDEURO	18
GA00480AA	MTM5X00QSG-ENGLISH	18
AZH799AA	TESTRESULT(SOFT COPYONLY)	18
HLN7016	IMPRESTELEPHONE STYLE HANDSET KIT	18

Model No.	RADIOCONTROLPANEL(RCP)	QTY
M83PCS6TZ4AN	MTM5200 380-430MHZDESK MT953C	23
GA00376AA	MTM5X00 380-430 CLR	23
GA00532AA	STD CTRL HDROMAN	23
GA00641AA	DESKTOP TRAY WSPK	23
G844AA	TRUNNION LOW PROFILE	23
GA00132AA	POWER SUPPLY	23
G722AA	LINE CORD EURO	23
GA00480AA	MTM5X00 QSG-ENGLISH	23
AZH799AA	TEST RESULT(SOFT COPYONLY)	23
HLN7016	IMPRES TELEPHONE STYLE HANDSET KIT	23
GMBN1021	ACCESSORY CONNECTION KIT	23

Model No.	MTP3250 Portable Radio	Qty
AZH63PCH6TZ5BN	MTP3250 350-470MHZ PTB952HE	400
QA05018AA	MTP3250 UHF FKP CLR ROM	400
QA02313AA	ANT WHIP 380-430 MHZ	400
QA02314AA	ONE STD LIION 1700T	400
QA02760AA	BELT CLIP 2.5	400
QA03187AA	DUAL UNIT CHGR EXT EU_APAC	400
QA05383AA	ADD:MTP3250 QUICK START GUIDE - EN	400
AZH799AA	TEST RESULT (SOFT COPY ONLY)	400
QA02769AA	ADD: EARPIECE INLINE MIC/PTT,SWVL	400
QA02344AA	SOFT LEATHER CASE 2.5 SWLBL FKP/LKP	400
QA02762AA	ADD: SHOULDER WEARING DEVICE	400
NTN5243A	CARRY CASE SHOULDER STRAP	400
GM0300A	RADIO FEATURE ENABLEMENTS	1

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QA02886AB	ENABLE GPS FEATURE	400
QA02897AB	TOGGLE RF POWER CLASS	400

Model No.	Train Radio	Qty
M83PCS6TZ6AN	MTM5200 380-430MHZ REMOTE MT953C	38
GA00376AA	MTM5X00 380-430 CLR	38
GA00539AA	REM CTRL HD ROMAN	38
GA00134AA	COMP FIST MIC GCAI	38
GA00517AA	SPEAKER, 13W	38
GA00128AA	ENH CTRL HD TRUNNION	38
GA00127AA	REM CABLE (RADIO TO C/H) 10M	38
GA00123AA	EXP KIT FOR ENH CTRL HD	38
G320AH	BATTERY POWER CABLE 3M	38
GA00480AA	MTM5X00 QSG – ENGLISH	38
AZH799AA	TEST RESULT (SOFT COPY ONLY)	38
GMUN1006	TELEPHONE-STYLE HANDSET KIT	38
GMBN1021	ACCESSORY CONNECTION KIT	38
NA	TRAIN RADIO LOW PROFILE ANTENNA	38
NA	TRAIN ANTENNA RF CABLE	38
NA	TRAIN RADIO INTERFACE UNIT	38
NA	TRAIN RADIO CONTROL PANEL	38
NA	CABLE ASSEMBLY	38

2.4 Scope of Work

As per the scope of this tender, the bidder will be required to attend the failures of all Radio System installed in NMRC on call basis. NMRC reserves the right to call the vendor either for Radio System Corrective Maintenance and Preventive Maintenance. 1 call/1 occurrence may be treated as one visit only and that visit count will not increase till the time that particular call is closed to the satisfaction of NMRC. The contractor shall respond to call within a stipulated time period as mentioned in this tender. NMRC has the right to call the vendor for visits, which may include any or all of the following services-

2.4.1 Corrective Maintenance

The contractor/firm has to ensure uninterrupted Radio Services of all Radio Sites at Aqua Line, Depot and OCC of Noida Metro Rail Corporation. As Radio System is related to security matters of NMRC, therefore to ensure smooth functioning in all the Radio System is necessary. Any failure related to Radio System should be attended by the Contractor on immediate basis and restoration of Radio System should be done immediately by the contractor. This failure or occurrence will be counted as one call and this call should not be closed unless it is rectified and closed satisfactorily by NMRC.

2.4.1.1 Response Time and time to restore During Breakdown

NMRC's Radio System being critical for train operation, Response time to attend any failure/breakdown of the Radio system shall not exceed 6 hours. In case of breakdown partial breakdown of Radio System corrective maintenance will be carried out at night during non-revenue hours and in case of complete breakdown of radio system corrective maintenance will be carried out immediately and the maximum time to restore the radio system for the NMRC shall not exceed One Day (inclusive of response time).

2.4.1.2 Breakdown Services

The services provided during breakdown would include for rectification of fault, technical information and assistance from the contractor. The released and defective parts shall be the property of NMRC. The Breakdown Maintenance is to be carried out any time on 24 hrs basis inclusive of all Sundays & Holidays during the contract period (24x7x365 days of a calendar year).

2.4.1.4 Failure Analysis Report

Detailed failure analysis report of Radio System failures with very specific conclusion and recommendation is to be prepared by Contractor and submitted to NMRC. Also downloading of logs of Radio System to be done by contractor and it is to be provided to NMRC with analysis report.

2.4.1.5 Supporting Equipment and Tools

All Tools, Plants, Machinery & Testing instruments etc. required for preventive & corrective maintenance shall be arranged by the contractor. No T&P shall be supplied to contractor by NMRC.

2.4.1.6 Spares to be maintained

NMRC Radio being vital for revenue services, normally supply of spares is under the scope of NMRC and contractor is to maintain critical spares available with it so as to meet any emergent requirement. The rate list of such spares/components of each type of model is to be provided along with the tender document. The spare should be original and unused. Tenderer has to submit the list of spares available with rates supported by proof of purchase of new spares. Availability of spare item should be made with 3-5 working days on demand from NMRC at its premises.

2.4.1.7 Replacement of defective parts

In case of replacement of any defective part during maintenance these component/Modules/Parts shall be in the scope of NMRC otherwise contractor may provide the spares of the same specifications and new one on chargeable basis. Also, the contractor shall submit an undertaking that Radio performance & all other technical parameters have remained unaffected after corrective and preventive maintenance work. In case lead time for some parts exceeds 3-5 working days then in such cases contractor will be bound to provide similar/compatible spares as standby arrangement till the original ordered items/spares are delivered and installed successfully.

2.4.1.8 Maintenance Reports

The Maintenance and servicing report shall be submitted in duplicate, which shall be signed by Contractor and NMRC representatives. The Contractor will submit report-giving details of Corrective and Breakdown Maintenance carried out.

2.4.1.9 Ae-Biding Rules

The Contractor during the Execution of work shall follow all the rules and acts laid by the Govt. of India pertaining to wireless communication as available on date & during the period of contract.

2.4.2 Preventive Maintenance

- a) The Preventive Maintenance is to be carried as per the approved schedule during non-revenue hours under proper PTW (Permit to Work) in such a manner that overall functioning of the system & function of equipment's is not affected.
- b) Preventive Maintenance is to be carried out by partial shutdown and continuous availability of the communication at other sites also during maintenance of MSO (OCC &BCC) the system cannot go into complete shutdown and it is the responsibility of the contractor to ensure that all the RF sites must be on WAN during preventive maintenance of MSO.
- c) A separate log book shall be maintained for preventive maintenance record and it should be verified and signed by the Duty Supervisor of NMRC. The contractor staff shall submit all the PM record on Quarterly basis
Preventive Maintenance will include but not limited to:

2.4.2.1 Yearly Radio Maintenance Task of OCC

RADIO SYSTEM PREVENTIVE MAINTENANCE OF MSO SYSTEM (CER/OCC)					
TASK: 4 STATION:OCC/AQUA_LINE				DATE:	
Task Details:		1). Radio server, routers and switches internal cleaning 2). General cleaning of the rack cabinet and respective rack units. 3). Check the cabinet ventilation system. 4). Check all the alarms of different equipment. 5). Check if all the connectors are in perfect operating condition. 6). Check if all the wires are well tagged for an easy identification. 7). MSO Back up			PERIODICITY: Yearly
RACK001-MSO			RACK002-CAD		
Equipment	Status of equipment		Equipment	Status of equipment	
	Before	After		Before	After
VPN1			CAD server-01		
Backhallswitch 1(BHSW-01)			AVLS server		
CLANS-01			SIP-SIP gateway		
CLANS-02			CAD LAN Switch-01		
CAD Gateway router(CGE-01)			CAD switch-01		
Border router (BR-01)			CAD switch-02		
GGSN-01			CAD router-01 (GGM-8000)		
CSLS-02			CAD router-02 (GGM-8000)		
CSLS-01			NMS Client server		
CSR-02			AVLS Client-01 CPU		
CSR-01			RCW CPU-01		
MTIGIP-01			RCW CPU-02		
PDS			RCW CPU-03		
PMS			RCW CPU-04		
PZS			RCW CPU-05		
AIS-01			KVM		
Additional Remarks:					
Contractor Staff			NMRC Staff		

2.4.2.2 Preventive Maintenance of MSO BCC.

RADIO SYSTEM PREVENTIVE MAINTENANCE (TER/BCC)								
TASK: 4								
STATION:OCC/AQUA_LINE						DATE:		
Task Details:			1) Radio server , routers and switches internal cleaning 2). General cleaning of the rack cabinet and respective rack units. 3). Check the cabinet ventilation system. 4). Check all the alarms of different equipments. 5). Check if all the connectors are in perfect operating condition. 6). Check if all the wires are well tagged for easy identifications. 7). MSO Backup			PERIODICITY: Yearly		
RACK001-MSO			RACK002-CAD			RACK003-CAD/DCC		
Equipment	Status of equipment		Equipment	Status of equipment		Equipment	Status of equipment	
	Before	After		Before	After		Before	After
VPN-04			BCC RCW OP-01			DCC RCW OP-01		
BHS-02			KVM					
CLANS-03			CAD LAN switch-02			DCC CSLS-01		
CLANS-04			CAD LAN switch-01					
AIS-02			BCC CAD router-01			DCC CAD switch-01		
CSLS-03			SIP gateway-02					
CSR-03			NMS client			CAD router-01		
MTIG-IP 2			AVLS client					
SDS			CAD server - 02			DCC CSR-01		
SZS								
Additional Remarks:								
Contractor Staff					NMRC Staff			

2.4.2.3 Preventive Maintenance of MTS-04 (At stations)

RADIO : HALF YEARLY PM RECORD										
TASK 3 : Checking & Cleaning of MTS					PERIODICITY: HALF YEARLY					
O&M/TELE/L-AQUA/RADIO/HY					Revision : 00					
PERIOD										
DATE										
ITEMS TO CHECK		STATUS								
		Before				After				
Cleanin g	MTS Rack									
	ALL Cable & connectors									
Checki ng	Alarm									
	Card status									
	Redundancy check of Site Controller in MTS (TSC)									
	General Cleaning & Visual Inspection of Mid Tunnel Shaft (MTS) Equipment									
	power supply									
	RSSI	RSSI								
		PF-1	PF-2	PF-3 (IF APPLICABLE)	SC R	STAFF AREA	TECH. ROOMS	CONCOURSE	DG/PUMP ROOM	
Remarks										
Contractor Staff					NMRC Staff					

2.4.3 Repair of Radio Equipment

“Rate Contract for Maintenance of Radio System in NMRC” Shall also include the repair / replacement of defective parts. All the parts repaired/replaced must be of equivalent grade and compatible with existing radio infrastructure. All the Repair/Replacement of the faulty Equipment/ Electronic cards must be done with prior approval of NMRC. The details of replacement such as serial number, part code/ number etc. should be provided to the Employer and a log must be maintained. Also, during this period the system must not work in degraded

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mode, therefore a standby arrangement is also mandatory in such cases.

2.4.3.1 The rate list provided to NMRC must be on DDP (Delivered Duty Paid).

2.4.3.2 In case NMRC feels repair work is not resolving the problem or up to the expectation of NMRC then contractor would be require replacing all such system with fresh spare as per decision of NMRC.

2.4.3.3 Any damage or loss caused to the equipment or their part due to negligence, mishandling shall be made good by the contractor/firm.

2.4.3.4 In this case, the contractor/firm should make necessary inward and outward entries duly signed by the Duty Supervisor/JE of NMRC.

2.4.3.5 The list of repairable items is given in the Table Below (It is not limited to below items, these are just indicative, however the cards/spares would require any system/spare which got faulty during the contact period.

S.No.	Item Description	Qty
1	MTS4- TSC	4
2	MTS4 - BR	2
3	MTS4 - PSU	4
4	Train Radio-TRIU	2
5	Train Radio- RCH MTM 5200	2
6	Train Radio-RAU All Type	3
7	Hand Portable MTP 3250	10

In addition to above, Bidder is required to submit the repairing cost of all spares/Equipments (Keeping NMRC radio system in totality) in separate sheets.

2.4.4 Purchase of Radio Equipment/Parts

“Rate Contract for Maintenance of Radio System in NMRC” shall also include Purchase of the Radio parts/Equipment those are non-repairable and need to be purchased. All the parts purchased must be of equivalent grade and compatible with existing radio infrastructure. The rate list of such parts/equipment of is to be provided along with the tender document. The rate once provided should not vary during the course of entire contract period under any circumstances.

All the new purchases of spares will be done after prior approval from NMRC. Employer may purchase the required items by issuing a purchase order as per the rate list provided by the contractor. The rate list provided to NMRC must be on DDP (Delivered Duty Paid).

The details of the items are given in the table below.

S.No.	Item Description	Qty
1	Base Radio for MTS-04	1
2	TSC for MTS-4	1
3	Power Supply for MTS-4	1
4	TRIU consisting of -TCI,PSU& Radio Rack	1 Set
5	TRCP	1
6	Remote Control Head (RCH)	1
7	Telephone Style Hand set	1

In addition to above, Bidder is required to submit the cost of all spares/Equipments of complete Radio system of NMRC in separate sheets.

2.4.5 Log Book and Registers

The contractor shall prepare the Log Book for repair/replacement of Radio System and its equipment and the activity will be logged in the log book register. Every entry in this register will be verified and signed by the Duty Supervisor of NMRC. These log books must be kept ready at all time and must be submitted to NMRC.

2.4.6 Availability of man power and Escalation matrix

- The contractor/firm shall ensure the availability of at least one manpower on call basis 24x7, in order to attend failure related to Radio System.
- The system engineer must have the minimum qualification of Diploma/Degree in Electronics & Communication/Tele-communication or other relevant Engineering with field experience of at least 5 years in Radio System.
- All system engineers to be well trained in handling Radio Equipments.
- Contractor will routinely brief them on safety aspects metro railways.
- Contractor will take undertaking from them of Knowledge of proper safety standards in metro system.

Also, contractor/firm shall provide escalation matrix (with proper designations, contact numbers and E-mail IDs) at least up to three levels. NMRC JE / maintainer will also assist in carrying out repair / replacement by means of providing PTW (Permit to work)/access to locations and other support etc. from NMRC. Arranging and transportation of manpower will be responsibility of contractor. Only authorized staff of contractor having proper photo identity card issued by the contractor and with permission granted by employer, shall be permitted to work. The Contractor will have to submit the list of the Authorized staff along with a set of the Photo Identity Cards to whom permission will be required to be issued by EMPLOYER.

2.4.7 Tools and Equipment

All tools and testing instruments required for checking, testing and attending of routine maintenance and breakdowns shall be arranged by the Contractor/firm. Also transportation of these tools and instruments shall be arranged by the contractor/firm.

2.4.8 Service Level Agreement and Penalty:

Service Level Agreement (SLA) defines the terms of the successful bidder’s responsibility in ensuring the performance of the network based on the agreed performance indicators as detailed in the agreement. Successful bidder has to co-ordinate with respective supervisor and gets the complaint closed and also has to keep proper records.

2.4.8.1The table below summarizes the performance indicators for the services to be offered by the bidder

S.No.	SLA Term	Description
1.	System	System refers to each and every Radio equipments present in NMRC network and their interconnections. Para 2.2.2.1 (BoM) may be referred, but not be limited to it.
2.	System Availability	‘System Availability’ is termed as availability of Radio Connectivity at each site in NMRC Stations and Depot, along with all components of Radio system being healthy and working properly.
3.	Preventive Maintenance	‘Preventive Maintenance’ refers to periodic maintenance tasks to keep system healthy.
4.	Breakdown	‘Breakdown’ refers to unavailability/failure of any equipment of ‘System’.
5.	Corrective Maintenance	‘Corrective Maintenance’ refers to maintenance tasks that are undertaken to identify, isolate and repair a fault in order to restore system to an operational condition.
6.	Turnaround time	‘Turnaround time’ refers to time making system working after ‘Breakdown’. Turnaround time will be

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		inclusive of time of response and commutation. This must not exceed 1 day in any case.
7.	Manpower Availability	'Manpower Availability' is referred as Physical Presence of Contractor's staff in NMRC whenever called.
8.	Escalation	'Escalation' refers to levels of responses from bidder during breakdown.
9.	Planned System outage	'Planned System Outage' refers to unavailability of System due to preventive maintenance activities. Details related to such planned outage shall be approved by the TENDERER or authorized authority and shall be notified to all the concerned persons in advance (at least 24 Hours). It is desirable that such outage shall be taken on non-revenue hours.
10.	Unplanned System outage	'Unplanned System Outage' refers to unavailability of System due to failure/Breakdown and corrective maintenance. Unplanned system outage must not exceed 04 Hours in any case, which is 'Turnaround time'.

2.4.8.2 Appropriate Penalties will be recovered from the payment if successful bidder is not able to achieve required Service levels as mentioned below:

S.No.	SLA	Target	Penalty	
1.	Response Time of reaching the site during	As per SLA	Time Period	Penalty for every incident of delay or non-completion.
			Beyond 06 Hours	Rs.1000/- per Hour up to 24 Hours.
			Beyond 01 Day	Rs. 2500/- per day up to 10 days

Note: Further NMRC also reserve the right recovery any amount of liquidity damages that may arise due to negligence of contractor.

Repeated violations may result in termination of the contract and forfeiture of the PBG. Maximum cumulative penalty must not exceed 10% (Ten Percent) of total contract value. Failing which contract would be deemed terminated.

2.4.9 SAFETY

- a) Contractor shall adopt the necessary safety procedures to avoid any type of accidents to NMRC's personnel, any other personnel & to avoid damages to NMRC assets.
- b) The contractor shall display necessary signage while carrying out the work.
- c) The Contractor shall arrange transportation for manpower, measuring instruments, tools/safety equipment like Safety gloves and anti-static bands etc. and any other supporting devices required.
- d) Only authorized staff of contractor having proper photo identity card issued by the contractor and with permission granted by NMRC, shall be permitted to work. The Contractor will have to submit the list of the Authorized staff along with a set of the Photo Identity Cards to whom permission will be required to be issued by NMRC.
- e) Do's and Don'ts for staff

DO's

- 1. In case of fire/ anything unusual on electric traction equipment or wires, inform the respective Engineer-in-charge.

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2. Extinguish fire by special extinguishers (carbon tetra chloride or carbon dioxide type, if available).
3. Ensure no water jet to be directed at the fire under any circumstances.
4. 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.
5. Keep clear of the track and avoid contact with the rails when electric train within 250m.
6. 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.
7. Cleaning work other than that of surface (i.e. of beam, pillars etc.) should be done during block period only.
8. Whenever washing of cleaning using water jets is done, take appropriate power block.
9. Cases of electric shock arising out of contact with 25KV A.C traction equipment shall be reported immediately to TPC.

DON'Ts

1. Do not approach within 2 meters of any traction wires or live equipment.
2. Do not work on or near traction wires or any live equipment unless they are made dead, earthed and shut down notices/ permit to work obtained.
3. Do not enter any switching station or remote control centre unless specially permitted.
4. Do not touch a person in contact with live traction wires. Remove body only after power supply is switched off & earthed.
5. Do not touch any traction wire hanging from the mast or fallen on the ground and do not allow anyone else to touch it.
6. Cleaning work with conducting materials like Aluminium/ Steel rods should be avoided at all times when power block is not available.
7. Do not lift or raise your tools towards traction wires.
8. Do not damage the plinth continuity, connection to BEC, OPC and handrail continuity.
9. Do not use steel tape or metallic tape or tape with woven metal reinforcement in electrified area.
10. Do not forget to give artificial respiration to the victim as per the prescribed procedure laid down at shock treatment charts.
11. Metallic telescopic rods are prohibited for use in the NMRC station.
12. Do not throw garbage in haste. Dispose it properly at designated place.
13. 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.

2.4.10 ACCIDENTS:

2.3.9.1 It shall be the sole responsibility of the contractor to adopt all the safety measures & deploy personnel who are adequately trained in safety.

2.3.9.2 If any accident occurs within the station and associated area during Maintenance work and due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor.

2.3.9.3 If any damage occurs to the structures/ material & equipment during Maintenance work, the cost of damage will be recovered from the contractor's bill.

2.3.9.4 Contractor shall submit the indemnity bond such that "The contractor indemnifies NMRC against any Accidents or damages or losses or Liabilities arising out of his negligence" and 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.

2.5 Penalty Clause

Sr. No.	Instances	Penalty Amount
1	Misbehave of Contractor Staff with NMRC Representative	Rs. 1,000 per instance
2	Refusal to attend the work as per laid protocol	Rs. 1,000 per instance
3	Late reporting more than 6 hrs.	Rs. 2,000 per day

Note: Further NMRC also reserve the right to impose any amount of penalty which may arise due the negligence/manhandling of contractor/failure to attend the fault with in stipulated time.

2.7 Obligation to the Contractor

If any damages / loss / theft etc. occurs in the NMRC premise, shall be the sole responsibility of the contractor and necessary compensation shall be paid by the contractor to NMRC as per the actual cost assessed by NMRC.

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

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

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

Any damage or loss caused by contractor's persons to the property & Equipments of NMRC in whatever form may be recovered from the contractor. Contractor shall not be held responsible for the damages/sabotage caused to the property of NMRC due to the trade union / riots / mobs / armed dacoit activities or any other event of force majeure.

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

3. Section 3: Instructions to Bidders

3.1 General instructions

- a. A tenderer shall submit only one e-Bid in the same tendering process, individually as a tenderer. A tenderer who submits or participates in, more than one e-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 e-Bid individually. A tenderer, if acting in the capacity of subcontractor in any e-Bid, may participate in more than one e-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. Bidder shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidder 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 e-Bid, would not be eligible to submit an e -Bid.
- f. Bidder is encouraged to inform themselves fully about the assignment and the local conditions before submitting the E-Bid by paying a visit to the employer 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 e-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 E-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 employer"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the E-Bid process.
- b. The tenderers shall have to pay cost of e-Bid document/ 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.

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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 e-Bid document/ Tender processing fee as mentioned in **Data Sheet** will be non-refundable. Tender without cost of e-Bid document/ Tender processing fee in the prescribed form, will not be accepted.

c. Tenderers are required to attach a cancelled cheque of theirs for refund of Earnest Money Deposit (EMD) along with Form 10.

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

3.1.3 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 Dy. General Manager/AFC-Tele. 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. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- d. However, NMRC shall not entertain any correspondence from the Bidder during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Section 5.14 of this E-Bid document under Fraud and Corrupt Practices.
- e. 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.
- f. The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

3.1.5 Amendment of E-Bid Document

a. At any time prior to the deadline for submission of E-Bid, NMRC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the E-Bid document by amendments. Such amendments shall be communicated to bidder either on email or through registered post /speed post. The relevant clauses of the E-Bid document shall be treated as amended accordingly. In case of

failure to get the amendments, if any, NMRC shall not be responsible for it.

3.2 Preparation and submission of e-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 E-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 e-Bid** – Bill of Quantities is to be filled for the package for which the e-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.
- c. The bidder is required to sign with stamp on each page of RFP Document.

3.2.4 e-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the 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 the technical e-Bid and financial e-Bid separately.
- b. The E-Bid document shall be signed, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter authorization shall be indicated of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be submitted shall be digitally signed by the person authorized to sign the e-Bid.
- c. Bidder 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 Bidder intends to provide additional information for which specified space in the given format is

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not sufficient, it can be furnished in duly stamped and signed.

3.2.7 Deadline for submission of Bid

Bid (Technical and financial) must be submitted by the Bidder at NMRC Head office_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 Bid by amending the Bid document, in which case all rights and obligations of NMRC and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended.

3.2.8 Submission of Bid

- a. Bidder to submit the Bid in response to this Bid published by NMRC.
- b. E-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 -Bid. Bidder should start the Bid submission process well in advance so that they can submit their Bid in time.
- c. Once the E-Bid submission date and time is over, the Bidder cannot submit their e-Bid. For delay in submission of E-Bid due to any reasons, the Bidder shall only be held responsible.

3.2.9 Instructions for Bidders

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

- a. 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 e-Bid summary using the "print" option available in the window as an acknowledgement for future reference.
- b. NMRC reserves the right to cancel any or all 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 e-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 Bid. Bidder has to start the e-Bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during Bid submission process.

3.2.11 Withdrawal and re-submission of e-Bid

- a. 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 Bid during this interval may result in the forfeiting of Bidder's Bid security.
- b. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

3.2.12 NMRC's right to accept any Bid and to reject any or all Bids.

- a. Notwithstanding anything contained in this 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

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➤ The Bidder does not provide, within the time specified by NMRC, the supplemental information sought by NMRC for evaluation of the Bid.

c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the 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 Bid

a. E-Bid shall remain valid for 180 days after the date of E-Bid opening prescribed by NMRC. 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 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 Bid, NMRC shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any Bid.

b. No Bidder or its Technical Partners shall contact NMRC on any matter relating to his Bid from the time of E-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 e-Bid.

3.3 Earnest Money Deposit (EMD)

a. The tenderer shall furnish, as part of its Bid, an Bid security/ EMD as stated in Data Sheet, in form of RTGS/NEFT only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.

b. Bidder submitting e-Bids for more than one package shall be required to submit EMD for each package as mentioned in **Data Sheet** for which e-Bid is submitted.

c. Any 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 after conclusion or discharge of the tender.

e. No interest will be paid on the Earnest Money Deposit.

f. The successful Bidder's Bid EMD will be adjusted against 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 Bid during the period of E-Bid validity specified by the Bidder on the e-e-Bid form: or (b) does not accept the correction of errors or (c) modifies its Bid price during the period of 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 employer.

3.4 Opening and Evaluation of Bids

During Evaluation, if required NMRC can seek clarification from Bidder for the e-Bid document submitted only. No fresh supporting document will be entertained.

3.4.1 Opening of technical Bid by NMRC

a. NMRC will open all technical I Bid, 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

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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 employer, the e-Bids shall be opened at the appointed time and place on the next working day.

b. The Bidder who is participating in 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, Bid shall be rejected.

c. The Bidder names and the presence or absence of requisite 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

Financial bid will open along with Technical Bid.

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 Bid, his Bid will be rejected, and his Bid Security shall be liable for forfeiture.

3.4.4 Examination of Bid document

a. The NMRC will examine the Bid to determine if:

- i. They are complete;
- ii. They meet all the conditions of the contract;
- iii. The required Bid Processing fee, EMD and other required documents have been furnished;
- iv. The documents have been properly signed; and
- v. The Bids are in order.

b. Any Bid 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 Bid, from the time of the 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 Bid evaluation, -Bid comparison or contract award may result in rejection of the Bidder's e-Bid.

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

d. NMRC during e-Bid evaluation, if so required, may contact participating Bidder for further clarifications on e-Bid documents submitted.

3.4.6 Confidentiality

a. Information relating to the examination, clarification, evaluation, and recommendation for the Bidder 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,

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

3.5 Award of Contract

3.5.1 Award Criteria

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

3.5.2 Notice of Award (NOA)

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

3.5.3 Signing of contract

At the same time as NMRC notifies the successful Bidder that it's 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 Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents. Contractor is required to sign the contract agreement within 45 days of acceptance of NOA by the successful bidder. The cost of executing and registering (if applicable) contract agreement shall be borne by the successful bidder.

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.

Signing of contracts need to be completed within 45 days of acceptance of NOA by the successful bidder.

4. Section 4: Eligibility, Evaluation and Selection Process

4.1 Eligibility Criteria

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

a. Sole proprietorship, registered partnership firm (including LLP), public limited company or private limited company can submit the Bidder. The firms and the companies should be registered in India and office should be in Delhi NCR.

b. The Bidder should have a minimum experience of having satisfactorily and successfully completed similar works during last 7 (Seven) years period ending last day of month previous to the one in which the e-Bids are invited should be either of the following:

i. One similar completed work costing not less than the amount equal to .Rs. 76.18 Lakh (Rs. Seventy Six Lakh Eighteen Thousand only)

OR

ii. Two similar completed works each costing not less than the amount equal to Rs. 47.61 Lakh (Rs. Forty Seven Lakh Sixty One Thousand only)

OR

iii. Three similar completed works each costing not less than the amount equal to Rs. 38.09 Lakh (Rs. Thirty Eight Lakh Nine Thousand Only)

Definition of Similar Work: Works involving supply, installation, Testing and commissioning or maintenance of Radio System particularly Motorola Solutions in Railways or Metro Rail Projects or Airports or other Govt. department/PSUs

c. Bidder is required to enclose copies of work orders and work completion certificate in support of same with the technical e-Bid. Without proper and valid certificate from the Employers, e-Bid will be rejected.

d. The Bidder should have minimum Average Annual Turnover from similar work of Rs. 95.22 ((Rs. Ninety Five Lakh Twenty Two Thousand Only) in the last 3 (Three) Financial Years (2020-21,2021-22, 2022-23) preceding the E-Bid Due Date.

e. Working capital/Net cash flow (Current asset minus current liabilities should be greater than Rs. 13.60 Lakh (Rs. Thirteen Lakh Sixty Thousand Only) in the last audited F.Y.

f. Net worth should be greater than Rs. 19.04 Lakh (Rs. Nineteen Lakh Four Thousand only) in the last audited F.Y.

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

h. 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 court of law and contracts have been terminated/ foreclosed by any company / department due to non- fulfillment of Contractual obligation in last 5 (five) financial years.

i. Profit before tax should be positive in at least 1 (one) years; out of the last 3 (Three) audited financial years.

The Bidder shall also furnish the following documentary proof:

a. For above criteria 4.1a

i. Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc.

b. For above criteria 4.1b& c

i. Form 4: Work Experience with documentary evidence

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- c. For above criteria 4.1 d to f & i
 - i. Form 5: Financial Capability Details
 - ii. A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (Three) financial years
In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2(Two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared." Bidder must submit the work order copies along with Satisfactory Work Completion Certificates. In case of on-going work, the partial completion value pertaining to current year will be considered.
 - iii. Self-attested copy of PAN, ITR for latest five financial years.
- d. For above criteria 4.1 g
 - i. Copy of GST registration certificate
- e. For above criteria 4.1 h
 - i. Form7:Undertaking

4.2 Information of the Technical and Financial Proposal

- a. The bidder satisfying the technical and financial eligibility criterion specified above shall be considered as technically qualified
- b. The financial proposal of only technically qualified Bidder shall be opened for evaluation.
- c. The financial proposal of only qualified Bidder shall be opened for evaluation.
- d. The Bidder with the lowest quoted price for the entire work in financial proposal in the financial quote (L1 bidder) shall be selected for the award of contract.

4.2.1 Selection of Bidder

NMRC shall award the Contract for **Rate Contract for Maintenance of Radio System in NMRC** to the Lowest Tenderer (L1 bidder), whose tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents i.e. technically qualified.

- a. In case, two or more technically qualified Bidder quote the same rate in the Commercial e-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 (as per Minimum Eligibility Criteria defined in Section 4 under "Definition of Similar Work") during the last 5 years ending on the last day of the month preceding the month in which the tender has been floated. Experience certificate / work completion certificate on client's letter head is mandatory to ascertain the nature, period and value of work which shall be required to be uploaded by the bidder by the last date of tender submission.
- b. Prior to the expiry of the period of e-Bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his e-Bid has been accepted.
- c. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten)days from the date of issue of NOA.
- d. In the event that 2 (two) or more technically qualified Bidder have submitted the lowest identical Price - Bids, will be called "Tie Bidders" and Case will be termed as Tie. NMRC shall hold an auction amongst such Tie Bidders. The auction shall be held at the offices of NMRC and only the Tie Bidder shall be invited to

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attend the same, wherein they have to physically submit their revised Price E-Bids on their letterhead (with company rubber stamp) and in sealed covers. Hence the Authorized Signatory of the Tie Bidder is required to attend such auction. The revised Price E-Bid (the "Revised Price E-Bid") submitted by a Tie Bidder during the auction should be lower than Price E-Bid already submitted by it, else the revised Price E-Bid shall not be considered by NMRC for further evaluation. The Tie Bidder who offers the lowest revised Price E-Bid in such auction shall be declared to be Selected Bidder and the lowest revised Price E-Bid received by NMRC during such auction shall be the L1 price. In the event that the Authorized Signatory of a Tie Bidder is not present during the auction or the Authorized Signatory of such Bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining Tie Bidder and if there be only one remaining Tie Bidder, the latter will be declared as the Selected Bidder, provided that the revised Price E-Bid submitted by such Bidder is lower than that its earlier submitted Price E-Bid; in such as case the revised Price E-Bid submitted by such Bidder shall be considered to be the L1 price. In case of a second round of tie between the revised Price E-Bids submitted by the Tie Bidders, the Bidder with the higher average annual turnover (to be determined by NMRC on the basis of the audited financial statements submitted by such Bidder as part of their Techno-Commercials E-Bids) in the last 5 (Five) financial years shall be declared as the Selected Bidder and the L1 price shall be the revised Price E-Bid submitted by such Bidder during the auction.

e. No correspondence will be entertained by NMRC from the unsuccessful bidders.

4.3 Notice of Award and Execution of Contract Agreement

- a. NMRC will notify the Successful Bidder by a NOA that its e-Bid has been accepted.
- b. The Selected Bidder shall, within 10 (ten) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the E-Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA
- c. The Successful Bidder shall execute the Contract Agreement within 45 (Forty Five) days from the date of acceptance of Notice of Award (NOA) or such extended period as may be decided by the employer. Failing which necessary actions may be taken by NMRC
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the e-Bid security. **The Employer 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.**

4.4 Performance Bank Guarantee / Security Deposit

- a. To fulfill the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit 10% of the Contract Price in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank whose branch is situated in Delhi NCR/Noida (issued form Delhi NCR/Noida Branch) in favor of Noida Metro Rail Corporation Ltd. valid for 18 months within 30 days from the date of acceptance of Notice of Award, failing which shall attracts penalty as decided by NMRC. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. In case of extension of tenure by 6 months, the performance bank guarantee shall be extended by 6 months as well. "All government guidelines regarding PBG shall prevail".
- b. It is to note that if contract value increases by more than 25% of the original contract value, the performance bank guarantee shall be increased accordingly.
- c. A Contract agreement will have to be signed by the Contractor at his cost on proper stamp paper. Without performance guarantee by Contractor, Contract agreement shall not be signed.

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d. NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.

- i. Any amount which NMRC becomes liable to the Government/Third party due to any default of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.
- ii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Contractor or any person duly empowered in his behalf.
- iii. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- iv. Any financial impact on NMRC due to non-performance of contractor.

Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 30 days period, Failing which, it shall be treated as Contractor Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement. In case of BG encashment, contract will stand terminated.

e. PBG must be submitted in the format provided in Form 13. PBG must be in Favour of Noida Metro Rail Corporation Ltd. issued by Schedule bank of Delhi/NCR/Noida Branch. Validity of PBG is 18 months from the date of acceptance of NOA (Notice of Award).

4.5 Contract during Proposal Evaluation

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

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

c. In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.

d. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:

Dy. General Manager/AFC-Tele,
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301
District GautamBuddh Nagar, Uttar Pradesh Email: nmrc.afc@gmail.com

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

4.6 Project Financial Terms

Payment Terms

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

- a. For the purpose of on account payment, contractor shall submit detailed activities carried out as per Bill of Quantity (BOQ) along with quoted bill for the items actually executed and work completion certificate duly verified by the Site Engineer of NMRC for checking and payments.
- b. Payment will be effected based on unit rate as approved in the Bill of Quantity (BOQ).
- c. The payment shall be made on quarterly basis for the activities as per the actual quantity within scope of work

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- d. Income Tax is deductible at source while effecting payment of bills at the prescribed percentage as per the orders of the government.
- e. GST, if claimed, will be reimbursed only if the GST Registration no. is mentioned in the Invoice. In the absence of GST Registration No., GST will not be reimbursed. Further, GST will be reimbursed only when GST is reflected on the GST Portal (GSTR2A of NMRC).
- f. Quote PAN and GST on all correspondence, bills, voucher and other documents otherwise TDS at higher of the prescribed rate will be deducted.
- g. All payments to the contractor will be made by e-payment/ Account payee cheques. Quarterly payments shall be made on receipt of the bill complete and correct in all respect along with the supporting documents subject to deduction of statutory charges/ taxes/ duties/ levies etc.
- h. Bills, correct in all respect, shall be submitted in Engineer in-charge, in duplicate along with supporting documents, who will arrange the payment through department of NMRC.
- i. No advance of any type shall be paid.
- j. TDS on quarterly invoice of tenderer is deducted while processing quarterly bills as per Government guidelines.
- k. Supporting documents to be submitted by contractor along with quarterly bill.
- l. No overtime is considered to achieve high level safety standards. The tenderer should consider execution of work in shifts as specified in the tender or desired by engineer in-charge.
- m. The Agency must ensure the timely payment of salary, PF, ESI, etc. and prompt medical facility to the sick/injured and to all staff.

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 panel 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 Contractor shall begin carrying out the Services from the date of acceptance of NOA or any such date as specified by the employer.

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

- (i) 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.

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- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) Conditions like Pandemic/Lockdown (e.g. in COVID-19) will be treated as Force Majeure. During the period of Non-performance in these conditions, contractor will not be billed and Extension of Time will be given for such period.

5.2.6 Termination of Contract

If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in Accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good Such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable.

The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,

- a. fails to comply with a notice under this clause.
- b. abandons or repudiates the Contract
- c. without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with The Contract
- d. Sub-contracts the whole of the Works or assigns the Contract without approval of the Employer
- e. becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of Amalgamation or reconstruction
- f. persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or
- g. fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress; or
- h. fails to remove materials from the Site, or pull down and replace Work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or
- i. fails to take steps to employ competent and/or additional staff and labour, or
- j. fails to afford the Engineer or his Representative proper facilities for inspecting the Works or any part thereof, or
- k. indulges in corrupt or fraudulent practices as explained in Clause 5.9

In any one of these events or circumstances, the Employer may upon giving 14 days' notice to the Contractor, Terminate the Contract and expel the Contractor from the Site. However, in case of sub-paragraph (e) or (k), the Employer may by notice of 7 days to the Contractor, terminate the Contract immediately.

If the Agency fails to provide the services within the period fixed for such services in the contract or as extended or at any time repudiates the contract before the expiry of such period, the employer may terminate the contract without prejudice to his other rights. The total amount of liquidated damages, however, not exceed the **limit of liquidated damages i.e.10 % of total Contract value**, after which contract will be deemed as cancelled & PBG will be encashed by the Employer.

The Employer's decision to terminate the contract shall not prejudice any other rights of the employer under the contract.

On Termination of contract due to Contractor's default, the performance Security shall be forfeited by encashing the Bank Guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.

5.2.7. Upon Termination of this Agreement for any reason whatsoever

Upon termination of this Agreement shall not release contractor 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 Employer 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 Employer and provided also the Agency shall be liable to pay to the Employer 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

- a. 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.
- b. Warranty of replaced equipment should be of at least 90 days.
- c. 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 Employer may proceed to get the work done at the Agency's risk and expenses, but without prejudice to any other rights which the Employer may have against the Agency in respect of such defects.
- d. 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

The Employer 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

- a. The Agency/Bidder shall undertake with due care and diligence in accordance with the Contract.
- b. 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

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 employer

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

a. The Bidder and their respective officers, employees, agents and advisers shall observe highest standard of ethics during E-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 E-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 E-Bidding Process. In such an event, NMRC shall be entitled to forfeit & appropriate E-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 E-Bidding Documents and/ or Contract Agreement, or otherwise.

b. 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 E-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.

c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:

- i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between the 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

d. Measures to be taken:

The employer 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

5.10.1. 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.

5.10.2 Conciliation

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

5.10.3 Arbitration:

All disputes related to this agreement contract or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or any issue whether arising during the progress of services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be attempted to be settled by mutual discussion and consultation with parties here of in event of any such disputes

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or any disrupts or claims are not settled in aforesaid manner, than the disputes claim shall be referred for arbitration.

The matter referred to arbitrators appointed by Managing director, NMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole arbitrator, if the total value of the claim is up to Rs.50 Lakhs and to a panel of 3 arbitrators for the claims of more than Rs.50 Lakhs. License shall have to choose the sole arbitrator from the panel of 3 and / or one arbitrator from the panel of 5 in case 3 arbitrators are to be appointed. NMRC shall also choose one arbitrator from this panel of 5 and 2 so chosen will choose the 3rd arbitrator from the panel only. The arbitrators shall be appointed within a period of 30 days from the date of receipt of written notice/demand of appointment of the arbitrator from either party.

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

5.10.3 Rules Governing Arbitration Proceedings:

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

5.10.4 Jurisdiction of Courts:

The Court at Gautam Budh Nagar, U.P. shall have the exclusive jurisdiction to try all dispute between the party arising out of this agreement.

6. Section 6: Draft Contract Agreement

THIS AGREEMENT made on theday of2024 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 byof the company, by virtue of his designation and authorization by **Sh., Dy. General Manager/AFC-Tele, NMRC** (hereinafter called as the "Corporation/Employer"), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

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

The Employer and the Contractor agree as follows:

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

Reference:

- (i) Tender No. Dated
- (ii) E-Bid Documents duly accepted and submitted by dated
- (iii) The E-Bidding Documents which include all the Sections specified below:
 - a. Section 1: General Information
 - b. Section 2: Terms of Reference
 - c. Section 3: Instructions to Bidders
 - d. Section 4: Eligibility, Evaluation and Selection Process
 - e. Section 5: General Conditions of Contract (GCC)
 - f. Section 6: Draft contract agreement
 - g. Section 7: Forms
- (iv) Notice of Award (.....) issued by NMRC
- (v) Letter of Acceptance of NOA (.....) given by to NMRC
- (vi) Performance Bank Guarantee dated..... Amounting to Rs..... Submitted to NMRC on
- (vii) Any other admitted correspondence documents between NMRC and the Bidder.

3. Duration of Contract

The Employer intends to appoint a Contractor to NMRC for a period of 12 Months.

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4. Price Schedule

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

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

IN WITNESS 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 Employer
Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

In the presence of:

In the presence of:

Sign of Witness 1_____

Sign of Witness 1_____

Name_____

Name_____

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Address _____

Sign of Witness 2 _____

Name _____

Address _____

Address _____

Sign of Witness 2 _____

Name _____

Address _____

Section 7: Forms of Tender

7.1 Form 1: Letter of Proposal Submission

[Location, Date]

To

Dy. General Manager/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

Subject: Rate Contract for Maintenance of Radio System in NMRC

Dear Sir,

We, the undersigned, offer to **Rate Contract for Maintenance of Radio System in NMRC** in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and ae-Bide by the terms and conditions stated in the document.

We acknowledge that we have

- Studied and analyzed and satisfied ourselves about all the requirement of the tender including but not limited to market and market conditions
- Carefully assessed the commerciality of Project and that we will be fully responsible for all its assessment in this regard.

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

We accept all the terms and conditions of this RFP document unconditionally.

We have filled the complete information correctly in **Form 14**: E-Bid Details

Authorized signatory Name and Title:

Date:

Name of the Bidder with seal

7.2 Form 2: Firm Details

1.	Title and name of the Project: Rate Contract for Maintenance of Radio System in NMRC
2.	State the structure of the Bidder's organization (Bidder to complete/delete as appropriate) Sole Bidder
3.	For Bidder who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person:
4	GST Registration Number (Attach Documentary Proof)
5	PAN (Attach Documentary Proof)
6	Employees Provident Fund No. (attach documentary proof)
7	Employees state insurance Act in India No. (attach documentary proof)

7.3 Form 3: Capability Statement

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

Tender Reference No: _____

Name of Work: _____

Name of Bidder: _____

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)
1	Sole proprietorship, registered partnership firm (including LLP), public limited company, private limited company or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India.	
2	<p>The Bidder should have a minimum experience of having satisfactorily and successfully completed similar works during last 7 years period ending last day of month previous to the one in which the e-Bids are invited should be either of the following:</p> <ul style="list-style-type: none"> i. One similar completed work costing not less than the amount equal to Rs. 76.18 Lakh (Rs. Seventy Six Lakh Eighteen Thousand only) or ii. Two similar completed works each costing not less than the amount equal to Rs. 47.61 Lakh (Rs. Forty Seven Lakh Sixty One Thousand only) or iii. Three similar completed works each costing not less than the amount equal to Rs. 38.09 Lakh (Rs. Thirty Eight Lakh Nine Thousand Only) 	7 years

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S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)	
3	The Bidder should have minimum Average Annual Turnover Rs. 95.22 Lakh (Rs. Ninety Five Lakh Twenty Two only) in the last 3 (Three) Financial Years (2020-21,2021-22, 2022-23) preceding the E-Bid Due Date.	FY 2022-23	
		FY 2021-22	
		FY 2020-21	
		Total	
4	The Bidder should have minimum Net Worth of Rs. 19.04 Lakh (Rs. Nineteen Lakh Four Thousand only) in last audited Financial Year.	FY 2022-23	
5	The Bidder should have Positive Profit before Tax in at least 1 (one) years, out of the last 3 (Three) Financial Years(2020-21,2021-22, 2022-23)	FY 2022-23	
		FY 2021-22	
		FY 2020-21	
		Total	
6	The Bidder should be registered with the Goods and Services Tax Authorities.		
7	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 court of law and contracts have been terminated/ foreclosed by any company/department due to non-fulfillment of Contractual obligation in last 5 (five) financial years preceding the e-Bid due date.		
8	The bidder should have minimum working capital/ net cash flow current assets- current liabilities in the last audited F.Y. Rs. 13.60 Lakh (Rs. Thirteen Lakh Sixty Thousand Only)		

7.4 Form 4: Work Experience

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

S.No.	Similar Contract description	Contract Identification Number	Award date & Completion date	Employer's Name, address, telephone number, e-mail etc	Role in contract	Completion cost	Value of similar work in completed work
					Individual		
1							
2							
3							
4							
Add required number of rows							

Authorized signatory Name:

Date:

Name of the Bidder with seal

NOTE:

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence (Experience Certificate/Work Completion Certificate on Client's Letter Head will only be considered) which clearly mentioned the amount for the Similar Work as defined in Section 4.4 of this RFP under definition of similar work.
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.
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.

7.5 Form 5: Financial CapabilityDetails

This is to certify that the Average Annual Turnover and Profitability of M/s havin
g registered office at

....., as applicable, is as below:

A. Turnover

S.No.	Financial year	Name of the Bidder	Turnover from Similar Work
1.	2022-23		
2.	2021-22		
3.	2020-21		
	Average Annual Turnover		

B. Profitability

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

C. Working Capital

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

D. Net worth

S.No.	Financial year	Name of the Bidder	Net Worth
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 2020-21, 2021-22 and 2022-23 is correct.

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

Undertaking

I/We _____ (M/s _____) declare that the Annual Accounts for FY 2018-19 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 on stamp paper certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared."

NOTE:

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

The Bidder shall provide the audited annual financial statements as required.

7.6 Form 6: E-Bid Validity

Name of Work: Rate Contract for Maintenance of Radio System in NMRC.

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

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

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

7.7 Form7: Undertaking

Name of Work: Rate Contract for Maintenance of Radio System in NMRC

I confirm that We(Tenderer),_____

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

Authorized signatory Name:

Date:

Name of the Bidder with seal

7.8 Form8: 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 E-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 E-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 E-Bid for **“Rate Contract for Maintenance of Radio System 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 E-Bid and all other documents related to the E-Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the employer 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 employer in all matters in connection with our E-Bid till the completion of the e-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

Rate Contract for Maintenance of Radio System in NMRC

1. (Signature)
Name

Designation.....

2. (Signature)
Name

Designation.....

Notes:

(1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

(2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.

(3) Also, 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 Form 9: Saleable Form for Tender Document

Job No.

The required fee of tender form has been deposited in _____ Bank A/c No. _____

RTGS/NEFT and the scanned copy of UTR receipt with Transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

DETAILS OF EARNEST MONEY ATTACHED

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

BIDDER

7.10 Form 10: Declaration of Refund of Earnest Money Deposit

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

1	Bidder Name	
2	Bidder Address	
3	Bank Name	
4	Bank Branch	
5	A/c No	
6	IFS Code	
7	PAN	
8	Tin/TAN	
9	GST No.	
10	Phone No.	
11	Mobile No.	
12	Email-Id	
13	Type of Account	
	FOR OFFICE USE ONLY	
14	Party Unique Id	

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

*Cancelled cheque is attached.

Date:

Signature with Stamp/Seal

7.11 Form11: Proforma for Clarifications / Amendments on the RFP

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

Authorized signatory Name:

Date:

Name of the Bidder with seal

Rate Contract for Maintenance of Radio System in NMRC

7.12 Form 12: E-Bid Offer/ BOQ(Format)

To

Dy. General Manager/AFC-Tele,
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301
District GautamBuddh Nagar, Uttar Pradesh

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

Sub: Rate Contract for Maintenance of Radio System in NMRC

Dear Sir,

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

I/we hereby quote the following Total price for services in rupees for providing **Rate Contract for Maintenance of Radio System in NMRC**, payable by NMRC.

Price Schedule for Rate Contract for Maintenance of Radio System in NMRC

Sr. No.	Description of Items	Qty.	Unit	M/s Motorola Solution India.	
				Rate/Unit without GST in INR	Total Amount without GST in INR
A. Service					
1	On call basis Support Service (per visit Charge of Engineer)	12	One Man Day		
Total Amount (A) without GST					
B. Estimated Repairing Cost					
2	Repairing Cost of the Spares / Electronics Cards as per table of clause 2.4.3.5	1	NA		
Total Amount (B) without GST					
C. Supply of Spare Parts for Maintaining Spare					
3	Cost of New Spares / Electronics Cards as per table of clause 2.4.4	1	NA		
Total Amount (C) without GST					
Total Amount (A+B+C) without GST					
GST @ 18 %					
Total Amount (A+B+C) with GST					

(a) In addition to above :

- (i) Bidder is required to submit the repairing cost of all spares/Equipments (Keeping NMRC radio system in totality) in separate sheets.
- (ii) Bidder is required to submit the cost of all spares/Equipments of complete Radio system of NMRC in separate sheets.

*The bidder is required to fill only active cells.

*GST is to be paid extra as per actual.

*The quoted rates shall be for NMRC destination at Noida Metro.

*Rate contract for Maintenance of Radio System in NMRC will be awarded for One (01) Years, which may be extended for another one (01) Year on mutual agreement after satisfactory performance.

Rate Contract for Maintenance of Radio System in NMRC

Note:

- 1. The tenderer shall mention Quoted Rate (Per item) In Figures for NMRC.**
2. The Amount Arrived at from Quoted Rate, per item along with Miscellaneous Charges in the Commercial E-Bid, would be treated as complete in all respect. It will be deemed to include all incidental charges, supervision, transport, contractor's profit and establishment/overheads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract.
- 3. The total payment due to contractor shall be inclusive of all taxes, Tender Requirements, Statutory Contributions, etc.**
4. The GST will be reimbursed based on the invoice of GST paid to the concerned authority by the contractor.
5. The rates and prices tendered in the priced bill of quantities are for complete work and complete in all respects. It will be deemed to include all plant, labour, supervision, materials, including all leads, lifts, ascents, descants, crossing of Rly. tracks and any other obstructions etc. unloading, loading, handling, re-handling, taxes (including GST), royalty and compensation etc. all temporary works, erection, maintenance, contractor's profit and establishment/ over heads, together with all general risks, insurance liabilities and obligations set out or implied in the contract.
6. We have completely read and understood the E-Bid Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document.
7. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.
8. We agree that-
 - a. NMRC shall have right to cancel the tender at any point of time without any reason.
 - b. NMRC reserves the right to terminate/cancel the agreement (contract) at a notice of 60 days.
 - c. During Tenure/Notice Period we will continue to perform all of our obligations/duties within the scope of this contract. In case of failure to adhere to above, NMRC shall reserve the right to encase the PBG.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

7.13 Form 13: Format to Submit Performance Bank Guarantee (PBG)

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this..... day of..... (month& year) between Bank of..... (hereinafter called the "Bank") of the one part, and Noida Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Noida Metro Rail Corporation limited has awarded the contract for(name of work) (hereinafter called "the contract") to M/s.....(Name of the Contractor)....hereinafter called "the Contractor".
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of ₹..... (Amount in figures and words).
4. Now we the Undersigned..... (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of ₹.....(Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately/same day on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s/ Arbitral Tribunal relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of defect liability period.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no changes, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Contractor" herein before used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:

Rate Contract for Maintenance of Radio System in NMRC

- (a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rs.)
- (b) This Bank Guarantee shall be valid up to
- (c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

In witness whereof I/We of the bank have signed and sealed this guarantee on the.....day of (Month & Year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:
 Designation:
 I.D. No. :
 Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named _____

In the presence of:

Witness 1.	Witness 2.
Signature	Signature
Name	Name
Address	Address

Notes:

- The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
- The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.

7.14 Form 14: E-Bid Details

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

S. No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	E-Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form3: Capability Statement		
6	Form 4: Work Experience		
7	Form 5: Financial Capability Details		
8	Form 6: E-Bid Validity		
9	Form7: Undertaking		
10	Form8: Power of Attorney		
11	Form9: Saleable form for Tender Document		
12	Form 10: Declaration of Refund of Earnest Money		
13	Form 11: Performa for Clarifications /Amendments on the RFP		
14	Form 12: E-Bid offer/BOQ Format		
15	Form 13: Format to Submit Performance Bank Guarantee (PBG)		
16	Form 14: E-Bid Details		
17	Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc.		
18	Form 5: Financial Capability Details A copy of the Audited balance sheets and Profit and Loss Statements for the last 5 (Five) financial years		
19	Self-attested copy of PAN, ITR, GST		
20	Any other document asked by the Employer if submitted, specify the documents Or Any other document which the Tenderer considers relevant		