

RFP FOR RATE CONTRACT OF REFILLING AND HYDRAULIC TESTING OF ABC POWDER STORED PRESSURE FIRE EXTINGUISHER (9 KG AND 6 KG) FOR METRO COACHES FOR THREE YEARS.

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

REQUEST FOR PROPOSAL (RFP)

FOR RATE CONTRACT OF RIFILLING AND HYDRAULIC TESTING OF ABC POWDER STORED PRESSURE FIRE EXTINGUISHER (9 KG& 6 KG) FOR METRO COACHES FOR THREE YEARS.

E- tender No.: NMRC/RS/CS/Fire Ext./012/324/2024

June 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**

RFP FOR RATE CONTRACT OF REFILLING AND HYDRAULIC TESTING OF ABC POWDER STORED PRESSURE FIRE EXTINGUISHER (9 KG AND 6 KG) FOR METRO COACHES FOR THREE YEARS .

Disclaimer

This Request for Proposal (RFP) Document (or "E-Tender" or "E-Bid") for "Rate Contract of refilling and hydraulic testing of ABC powder stored pressure fire extinguisher(9 Kg & 6 Kg) for metro coaches for three years " contains brief information about the scope of work and selection process for the Bidder ("the Contractor" or "the Tenderer"). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

Glossary

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

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

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Data Sheet

1	Name of the Bid	Rate Contract of refilling and hydraulic testing of ABC powder stored pressure fire extinguisher(9 Kg & 6 Kg) for metro coaches for three years
2	Approximate Cost of Work	INR 3,07,272.00 (including GST)
3	Time-period of contract	Three (3) years
4	Method of selection	Cost Based Selection (Lowest –L1)
5	Bid Processing Fee	INR 2,360/- (including GST) (Rupees Two Thousand Three Hundred and Sixty only) through RTGS/NEFT only payable in favor of Noida Metro Rail Corporation Limited
6	Ernest Money Deposit (EMD)	INR 6,145 /- (Rupees Six Thousand one hundred forty five only)
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Corporation's official for addressing queries and clarifications	Dy. GM (RS, E & Ops) Noida Metro Rail Corporation Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcrsandel@gmail.com Website:www.nmrcnoida.com, http://etender.up.nic.in
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	Schedule of Bidding Process	
	Head	Key Dates
	Uploading of Bid	10.06.2024
	Pre-bid Meeting	19.06.2024, 11:00 hrs (IST)
	Last date of submission of Queries	21.06.2024
	Last date of issuing amendment, if any	25.06.2024
	Last Date of Bid Submission	01.07.2024, 15:00 Hrs (IST)
	Date of Technical Bid Opening	02.07.2024, 11:00 Hrs (IST)
13	JV/Consortium to be allowed	No
14	Account details	For Bid Processing Fee & EMD State Bank of India (04077) – Sector 18, Noida Gautam Budh Naga r, Uttar Pradesh -201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.

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1. Section 1: General Information

1.1. Background

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed by Noida and Greater Noida Authorities for planning and executing urban transport projects in Noida, Greater Noida regions. The Corporation desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Corporation is to help create an efficient, safe, reliable, economical and affordable public transport system.
- c. An elevated metro line between Noida and Greater Noida is already under advanced stages of testing.
- d. NMRC invites E-Bids for selection of Contractor for Annual Maintenance Contract for Civil Works, for metro section from Sec-51 to Sec-148 Stations
- e. In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this RFP Document.
- f. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted and financial proposal of only qualified Bidders will be opened.

1.2. About Metro Locations

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

1.3. Communication

All communications should be addressed to -

DY. GM(RS, E & Ops)

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

2. Section 2: Terms of Reference

2.1. Objective

Execution of refilling and hydraulic testing of ABC Powder stored pressure fire extinguisher(9 Kg & 6 Kg) for metro coaches for three years, provided in tender .The Tenderer is to carry out their self-assessment in respect of their capacity in terms of manpower, machine and finance. The Bidder should be able to take up additional similar work at short notice. Similarly the scope of work may also be reduced on account of poor performance and contractor shall have no right for any claims due to reduction in scope of work.

2.2. General

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

2.2.2.The refilling and hydraulic testing of ABC powder stored pressure fire extinguisher work shall be executed to the highest standards available using proven up-to-date good Engineering practices.

2.3. Scope of Works

2.3.1. The agency will maintain the data sheet of fire extinguishers with details such as manufacturing date, type and capacity of extinguishers, location, date of refilling and next due date for refilling etc.

2.3.2. They must ensure timely refilling/hydraulic testing of Fire Extinguishers. A copy of train set wise data sheet of Fire Extinguisher will be provided to the custody stores of Rolling stock.

2.3.3.ABC type fire extinguishers will be Hydraulic Pressure Tested and refilled at the vendor's workshop and contractor has to submit the test report of HPT and the refilling material.

2.3.4.Test Certificate issued by the Testing Centre shall be submitted to the custody stores of Rolling stock Greater Noida Metro Train depot.

2.3.5.All incidental arrangements for safe transport of fire extinguishers shall be the responsibility of the contractor. All expenditure to be incurred in this connection shall be borne by contractor.

2.3.6.The authorized NMRC official may send sample of the refill to any Govt. Laboratory for testing of the constituents at the cost of the contractor and if the material is not found as per specified IS standard then the contract can be terminated.

2.3.7.In view of DCP fire extinguishers required to be refilled before their due date of refilling / HPT such as in the event of having been discharged to extinguish the fire or for any other reason, the refilling can be done. Since HPT will not be done, this must be noted importantly that only refilling charges will be payable.

2.3.8.The vendor/contractor will follow the norms and procedures laid down in IS 2190:2010 certifications for refilling and maintenance of fire extinguishers. The vendor will carry fire extinguisher to workshop/Testing centre for the same purpose only after taking prior approval of the Engineer In charge of Rolling Stock.

2.3.9.The Vendor/contractor will strictly follow the periodicity for refilling of fire extinguishers as per schedule and maintenance detail of fire extinguishers mentioned above and details

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of refilling / due date will be prominently mentioned on the sticker displayed on fire extinguishers.

2.3.10. After the conclusion of inspection and test to the satisfaction of the NMRC representative and receipt of the same in good condition at Rolling Stock Depot, an acceptance certificate of fire extinguishers received back, will be issued jointly.

2.3.11. GUARANTEE PERIOD: The contractor shall guarantee the refilled fire extinguishers against any leakage for a period of 03 years, from the date of refill. During this period, refilling is to be done free of cost by contractor

B) Refilling and Maintenance Procedure-

2.3.12. All fire extinguishers should be discharged / emptied at the site before being taken to the workshop for refilling of fire extinguishers. While discharging the Fire extinguishers at Depot, the demonstration of operation of every fire extinguisher will be given to NMRC staff.

2.3.13. Fire extinguishers taken for refilling must be returned **within Ten days**.

2.3.14. In case the vendor is unable to return the fire extinguishers after refilling within due date, penalty up to 10% of the refilling cost per week of delay may be levied. Repeated violations may result in termination of the contract and forfeiture of the EMD.

2.3.15. All fire extinguishers, refills and spare parts must conform to performance and other specifications as laid down IS 15683:2006 and other relevant IS specifications amended from time to time by BIS.

2.3.16. The process of refilling will also include proper cleaning of interior and exterior of fire extinguishers, polishing the painted portion with wax polish, brass/gun metal parts with metal polish, chromium plated parts with silver polish and thorough washing of the plastic components with soap solution and sun drying them.

2.3.17. Checking of nozzles, port hole, vent hole, cap assembly, syphon tube, safety pin/clip, discharge pipe etc, of fire extinguishers.

2.3.18. Checking coloring of fire extinguisher, if required painting of the cylinder with prior approval of the concerned authority.

2.3.19. Pasting of inspection card on the body of the extinguishers indicating the serial number, date of refilling, next due date for refilling, due date for hydraulic testing etc.

2.3.20. Ensuring that stickers mentioning the operating instructions of fire extinguishers are in good condition, legible and are facing outward.

2.3.21. Ensuring that the pressure gauge indicator is in operating range.

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It is to be noted:

- a. The contractor shall plan & execute the work in such a way that the work proceeds smoothly to the satisfaction of engineer.
- b. The Contractor shall attend regular coordination meetings convened by the employer/engineer for interface and adhere to the decisions taken in the meeting.
- c. Access will be provided to the staff of the contractor appointed by employer for carrying out their works and bringing materials and Equipments at site. However, the security of materials and Equipments brought at the site will be the responsibility of the Contractor.
- d. The Contractor shall take all necessary precautions to ensure safety of the staff, adjoining structures, materials & equipments and the work in progress as per the directions of engineer-in-charge.
- e. All incidental arrangements for safe transport of Material, machine, tools etc. shall be the responsibility of the contractor. All expenditure to be incurred in this connection shall be borne by contractor.
- f. Log book detailing services provided by Contractor which mentioning date of services, services completed, complaints if any etc. will be maintained and signed both by NMRC and contractor officials. However complaint if any will be attended by the operator free of cost.

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

- a. Provision in NIT/BOQ
- b. Technical Specifications
- c. Standard Code of Practice

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

2.4. Tenure

The Services will be given for three years. However, performance of contractor will be evaluated for continuation of the contract for one year at a time.

Section 3: Instructions to Bidders

3.1 General instructions

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

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- iii. A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.

3.1.1 Cost of Bid Document / e-Tender processing Fee

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

3.1.2 Acknowledgement by Bidder

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

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

3.1.3 Availability of Bid Document

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

3.1.4 Clarifications of e-Bid

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- 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 Executive Director, NMRC **only before or during Pre-Bid Meeting** held at NMRC. The envelopes/ communication shall clearly bear the following identification/ title: "**Queries/ Request for Additional Information: Rate Contract of refilling and hydraulic testing of ABC powder stored pressure fire extinguisher(9 Kg & 6 Kg) for metro coaches for three years**". The responses will be posted to all such queries on the official Website www.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.
- c. A pre- submission meeting shall be called on the date mentioned in **Data Sheet** at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ e-Tendering website.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- e. However, NMRC shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt under Fraud and Corrupt Practices.
- f. The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- g. The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

3.1.5 Amendment of e-Bid Document

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

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- c. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, NMRC, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com.

3.2 Preparation and submission of Bids

3.2.1 Language of e-Bid

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

3.2.2 Documents constituting the e-Bid

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

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

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

b. Financial e-Bid -

- i. **Price bid –**Bill of Quantities in XLS format to be filled in after downloading from the e-Procurement website for this e-tender. There shall be a single quote.

3.2.3 Documents establishing Bidder's Qualification

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

3.2.4 E-Bid form

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

3.2.5 E-Bid Currency

Prices shall be quoted in Indian Rupees only.

3.2.6 Formats and Signing of e-Bid

- a. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.

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

3.2.7 Deadline for submission of e-Bid

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

3.2.8 Submission of e-Bid

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

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

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

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

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

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

3.2.9 Late e-Bid

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

3.2.10 Withdrawal and resubmission of e-Bid

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

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

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

3.2.12 Period of validity of e-Bid

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

3.2.13 Correspondence with the Bidder

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

3.3 Earnest Money Deposit

3.3.1 Earnest money deposit (EMD)

- a. The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favor Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- c. Unsuccessful Bidder's EMD will be returned within 45 days of opening of the Price Bid in case of Conclusion or discharge of the tender.

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- d. No interest will be paid by the Employer on the Earnest Money Deposit.
- e. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- f. The EMD may be forfeited:
 - i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.

3.4 Opening and Evaluation of Bids

3.4.1 Opening of technical e-Bid by NMRC

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

3.4.2 Opening of financial e-Bid

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

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3.4.3 Correction of Errors

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

3.4.4 Examination of e-Bid document

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

3.4.5 Contacting NMRC

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

3.4.6 Confidentiality

- a. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NMRC in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- b. NMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or

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privilege of the statutory entity and/ or NMRC or as may be required by law or in connection with any legal process.

3.5 Award of Contract

3.5.1 Award Criteria

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

3.5.2 Notice of Award (NOA)

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

3.5.3 Signing of contract

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

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

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

4 Section 4: Qualification, Evaluation and Selection Process

4.1 Eligibility Criteria

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

- a. The Bidder should be Sole proprietorship/registered partnership firm/LLP/public limited company/ private limited company. The firm and the companies should be registered in India.
- b. The Bidder should have a minimum experience of having satisfactorily completed similar works during last **7 (Seven)** years period ending last day of month previous to the one in which the bids are invited should be either of the following:
 - i. One similar completed work costing not less than the amount equal to **Rs. 2.45 Lacs**(Rupees Two Lacs Forty Five Thousand only) or
 - ii. Two similar completed works each costing not less than the amount equal to **Rs. 1.53 Lacs**(Rupees One Lac Fifty Three Thousand Three only) or
 - iii. Three similar completed works each costing not less than the amount equal to **Rs. 1.23 Lacs** (Rupees One Lac Twenty Three Thousand only).

Definition of Similar work" for this contract shall be "Refilling and Hydraulic Testing of ABC Powder Stored Pressure Fire Extinguisher" in any Central Govt./ State Govt./ PSU's or any Private Limited company of repute

- c. The Bidder should have minimum **average annual turnover** of **Rs. 3,07,272 Lakh** (Rupees Three Lac Seven Thousand Two Hundred and Seventy Two only) in the last 3 (three) Audited Financial Years (**2020-21,2021-2022,2022-2023**) preceding the Bid Due Date.
- d. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non-fulfillment of Contractual obligation in last 5 (five) financial years.
- e. The Bidder should be registered with the Goods and Services Tax Authority.
- f. The Profit before tax of bidder during any of the financial year should be positive during immediately preceding 3 Audited financial years(**2020-21,2021-2022,2022-2023**).

NMRC, if required, may seek clarifications from bidders during the technical evaluation. Bidder shall also furnish the following:

- a. For above criteria 4.1a
 - i. Statutory proof of existence as the legal entity
 - ii. PAN certificate as per legal entity
 - iii. GST Registration Certificate as per legal entity

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- b. For above criteria 4.1 b
 - i. Form 4: Work Experience Work experience with Work Order/ Signed Contracts/ Completion Certificates, clearly indicating the value and nature of experiences.
- c. For above criteria 4.1c to f
 - i. Form 5: Financial Capability Details
 - ii. A copy copy of the Audited balance sheets and Profit and Loss Statements for the last 3(Three) financial years(**2020-21,2021-2022,2022-2023**).
In case the Financial Statements for the latest financial year as above are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/chartered accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared."
 - iii. Self-attested copy of valid ITR for last three financial years(**2020-21,2021-2022,2022-2023**).
- d. For above criteria 4.1d
 - i. Form 7: Undertaking
- e. For above criteria 4.1e
 - Copy of GST registration
- f. For above criteria 4.1c to f
 - CA certification (Form-05)

4.2 Compliance with Technical Specifications

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

4.3 Information of the Technical and Financial Proposal

- a. The Bidder satisfying technical and financial eligibility criteria under Clause 4.1 shall be considered as technically and financially qualified.
- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- c. The Bidder with the lowest quoted price for the RFP for **Refilling and Hydraulic Testing of ABC Powder Stored Pressure Fire Extinguisher** in the financial quote (**L1 bidder**) shall be selected for the award of contract.

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4.4 Selection of Bidder

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

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

4.5 Notice of Award and Execution of Contract Agreement

- a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- b. The Selected Bidder shall, within 10 (ten) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA
- c. The Successful Bidder shall execute the Contract Agreement within 30 (thirty) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.
- e. **The Purchaser reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful tenderer. The bidder is bound to accept the increase or decrease in the tendered quantity up to 25% under this clause without any change in unit price.**

In case the variation in individual items or the group of items as stipulated above, is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the NMRC and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity. In case the contractor executes the extra

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quantity without written approval of the NMRC with specific instructions to execute pending the finalization of rates, the payment shall be made at contract rate only. In the event of disagreement, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items and the Engineer shall be free to get such additional quantities beyond 25% new items executed through any other agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.

4.6 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 in favor of '**Noida Metro Rail Corporation Limited**', which may be reduced for balance years on completion of each year, within 30 days from Notice of Award. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. The Performance Guarantee should be valid for a period of 06 (six) months beyond the Defect Liability Period. The Bank Guarantee must be issued by a bank branch located in Delhi NCR, Noida or Greater Noida region only and is encashable in the same bank branch. The Bank Guarantee shall be extended and renewed in advance before the expiry of existing Bank Guarantee in favour of Noida Metro Rail Corporation Limited.
- b. It is to note that if contract value increases by more than 25% of the original contract value, the performance bank guarantee shall be increased accordingly.
- c. A Contract agreement will have to be signed by the Contractor at his cost on proper stamp paper. Without performance guarantee by Contractor, Contract agreement shall not be signed.
- d. NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for –
 - (i) Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
 - (ii) 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.
 - (iii) 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.
 - (iv) Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.

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- e. Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Contractor Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement.

4.7 Contract during Proposal Evaluation

- a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time NMRC makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NMRC and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded.
- b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c. In the event of any information furnished by the Contractor 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. GM(RS, E & Ops)

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

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

4.8 Other Instruction

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

4.9 Project Financial Terms

4.9.1 Payment Terms

- a. The payment will be made only for the work actually carried out as per the schedule of work (Bill of Quantity) to the satisfaction and verification of the users from NMRC Depot.

RFP FOR RATE CONTRACT OF REFILLING AND HYDRAULIC TESTING OF ABC POWDER STORED PRESSURE FIRE EXTINGUISHER (9 KG AND 6 KG) FOR METRO COACHES FOR THREE YEARS .

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

- b. GST, if claimed, will be reimbursed only if the GST registration number is mentioned in the invoice and reflection of GST on the portal of the NMRC under GSTR2A. In the absence of GST registration number, GST will not be reimbursed.
- c. Quote PAN and GST on all correspondence, Bills, Vouchers and other documents otherwise TDS at higher of the prescribed rate will be deducted.
- d. All payments to the contractors will be made by e-Payment/Account Payee Cheques, with the supporting documents subject to deduction of statutory charges/taxes/duties/levies etc.
- e. Bills, correct in all respect, shall be submitted to Depot-In-Charge, in duplicate along with supporting documents, who will arrange payment through Departments, NMRC
- f. No advance of any type shall be paid.
- g. TDS and other statutory deduction as applicable, on monthly invoice of tenderer is deducted while processing monthly bills as per Govt. Guidelines.
- h. Supporting documents to be submitted by contractor along with monthly bill as detail given in SCC.

5 Section 5: Special Conditions of Contract (SCC)

SCC Clause	Reference to GCC Sub-Clause No.	Description
1.1	Sub Clause 4.2.1	<p>PERFORMANCE SECURITY</p> <p>The successful tenderer shall furnish to the Employer a security in the form of a bank guarantee in bond paper, FDR/DD for an amount of 10% of the Contract value and bank guarantee will be released on year to year on the basis of successful completion of yearly work followed by issue of performance certificate by the Engineer-In-Charge. If the contractor fails to submit the Performance bank guarantee in specified time limit i.e. within 30 days from NOA, monthly running bill payment will be released to contractor by deducting 10 % of the payment amount from monthly running bill.</p> <p>If the contract value increases by more than 25% of the original contract value, the Performance security will be increased accordingly.</p>
1.2	Sub-Clause 4.3	<p>REPRESENTATION ON WORKS</p> <p>Contractor representative on site (shall be called supervisor). The instructions given by the Engineer-In-charge or Engineer-In-charge's representative to team leader shall be complied immediately. The contractor shall not replace any of the deployed staffs for the work without permission of Engineer-In-charge.</p> <p>The contractor either himself or his nominated representative duly authorized by the contractor shall be responsible to attend any exigency/emergency/attend meetings, to resolve all the issues related to satisfactory execution of the work.</p>
1.3	Sub-Clause 4.5	<p>SUB-CONTRACTOR</p> <p>Sub-contracting of whole work or any part of work shall not be permitted in the contract. If it will come to the notice of employer that the work or part of work has been subcontracted, the contract will be terminated and performance bank guarantee shall be forfeited and punitive action shall be initiated against the contractor.</p>
1.4	Sub-Clause 4.10	<p>SUFFICIENCY OF ACCEPTED CONTRACT AMOUNT</p> <p>The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for Execution and Completion of the Works with High Quality Level.</p> <p>The contractor shall be deemed to have satisfied himself as the sufficiency of contract prices for the payments to employees towards compliance of minimum wages, PF & ESI, etc.</p>
1.5		<p>PENALTY & DEDUCTION</p> <p>a) For poor quality of work in refilling and HPT of fire</p>

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SCC Clause	Reference to GCC Sub-Clause No.	Description
		<p>extinguisher a penalty of 10% of concerned activity rate may be imposed by NMRC.</p> <p>b) In addition to the above, additional penalties for accident, delay in work etc may be imposed separately in case of any violations as under:-</p> <p>i) The firm must maintain a "Zero Accident Record". In case of any major accident /fatality a penalty up to 20% of the bill for the month in which the incidence taken place shall be imposed.</p> <p>ii) In case of any damage to NMRC property done by any of the worker of the contractor, the actual amount will be recovered or the contractor has to repair/replace such damage at his own cost.</p> <p>iii) Any Non-compliance of the provisions of labour laws by the contractor any time during the course of execution of the contract, will lead to termination of the contract.</p> <p>iv) The penalties as prescribed above shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.</p> <p>c) It should be clearly understood that if, total penalty and deductions in any one year of the contract exceeds 15% of average annual value of contract, the contractor will be blacklisted from NMRC for participation in the similar category of works.</p>
1.6	Sub Clause 4.15	<p>EQUIPMENTS, MACHINERY AND PLANTS</p> <p>Contractor may note that no tools, machinery, plant and equipment shall be supplied by the employer. The contractor has to arrange all tools, equipment and machinery as required for the work under the contract.</p> <p>The plant, machinery and equipments brought for the execution of work, unless otherwise specified, shall be under ownership of contractor. Contractor shall not remove above plant, machinery and equipments without permission of Engineer-in-charge.</p> <p>The Engineer-in-charge shall not, at any time, be liable for the loss or damage to any of the contractor's Plant, Machinery, Temporary Works or materials.</p>
1.7	Sub Clause 4.16	<p>SAFETY</p> <p>A) SAFETY REQUIRMENTS</p> <p>The premises are having High Voltage Over Head Electric Lines, High Voltage Equipments on Train and Depot, the movement of Trains in the depot, etc which can cause major injury, electrocution, death to the personnel and thus requirements for safety observance are very high.</p> <p>B) ACCIDENTS</p> <p>If any accident occurs due to execution of work or due to negligence on the part of the contractor's personnel it shall be the full responsibility</p>

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SCC Clause	Reference to GCC Sub-Clause No.	Description
		<p>of the Contractor.</p> <p>If any damage occurs to the structures/ material & equipment, the cost of damage will be recovered from the contractor's bill.</p> <p>The firm must maintain a "Zero Accident Record". In case of any major accident /fatality a penalty of not exceeding 20% of total contract value will be levied. This penalty will be in addition to other penalties specified under the clause no 1.5 of SCC.</p> <p>D</p>
1.8	Sub-Clause 4.17	<p>SECURITY OF THE SITE</p> <p>The police verification shall be made available by the contractor for each and every staff of contractor within one month of receipt of NOA. Without police verification and proper I-card, no staff shall be permitted to enter the premises.</p> <p>Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.</p> <p>All vehicles used by the Contractor shall be clearly marked with the Contractor's name or identification mark.</p>
2	Clause 8 & Sub Clause 8.2	<p>TIME MANAGEMENT</p> <p>COMPLETION PERIOD NOA will be given for three years. However, performance of contractor will be evaluated for continuation of the contract for one year at a time.</p>
3	Sub Clause 8.7	<p>SUSPENSION OF WORK</p> <p>The work is of essential service required for the passenger. The suspension of work by the contractor or contractor's staff even for a single day may lead to heavy penalties on the contractor up to termination of contract and forfeiture of bank guarantee.</p>
4	Clause 10	<p>DEFECT LIABILITY PERIOD</p> <p>The contractor shall guarantee the refilled fire extinguishers against any leakage for a period of 03 years, from the date of refill. During this period, refilling is to be done free of cost by contractor</p>
5	Sub Clause 11.1	<p>THE CONTRACT PRICE</p> <p>a) The contract price, subject to any adjustment there to in accordance with contract conditions shall be inclusive of all taxes like GST, duties, levies, royalties Service Tax etc. or any tax in replacement of such taxes.</p> <p>b) The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new taxes, duty or levy till the completion date including the date of extended period</p>

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SCC Clause	Reference to GCC Sub-Clause No.	Description
		<p align="center">of contract.</p> <p>Contractor will show the breakup of taxes in the invoices as quoted in BOQ while claiming payment as per tender conditions. He will have to maintain all records related to payment of taxes at his end for verification any time during the contract. The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall keep the Employer fully indemnified against liability of all types of taxes, duties, levies etc</p>
6	<p>Sub Clause 11.1.1 & Sub Clause 11.1.4</p>	<p>DUTIES, TAXES, ROYALTY ETC AND CHANGE IN TAXES/DUTIES</p> <p>A. The rates quoted by the tenderer for all materials, required to be purchased for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes , octroi, royalties rentals etc. (except GST). The contract shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgement evidencing filling of tax returns every year and shall keep Employer fully indemnified against liability of taxes, duties, interest, penalty etc., of the Contractor's in respect thereof, which may arise.</p> <p>B. Change in Taxes Duty</p> <p>a. " Change in Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender/quotation.</p> <p>i Any new tax which is imposed on composite work contracts applicable on Metro Project.</p> <p>ii Change in the rate of GST on Composite work contract applicable on Metro Project as per GST act.</p> <p>b. The Contract Price shall be adjusted due to any of the above two conditions. Adjustment in contract price will be applicable up to the stipulated date of completion of work including extended period in case it is specifically mentioned that extension is granted with adjustment for changes as stated above.</p> <p>c. If the extension of contract period is on account of contractor's fault, no compensation shall be made towards upwards revision towards "change in Taxes/Duty (taking place during the said extended contract period)" as mentioned at Sl. No. (a) (i)&(ii) above. Any benefit on account of downward revision towards "change in Taxes/Duty" as mentioned at Sl. No. (a) (i)&(ii) above, during the original contract period or extended contract period shall be on employer's account.</p> <p>d. Any other changes (except on account of clause (a) (i)&(ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause 7 of SCC provided in the contract and in contract where price variation clause is not provided, the impact on any other</p>

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SCC Clause	Reference to GCC Sub-Clause No.	Description
		<p>change (except on account of clause (a) (i)&(ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price.</p> <p>e. Also, the contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the contract and Indian Rupees from the last date of submission of tender.</p>
7	Sub Clause 11.1.3	<p>PRICE VARIATION Price variation is not applicable in the contract.</p>
8	Sub Clause 11.2	<p>ADVANCE No advance shall be paid.</p>
9	Sub Clause 11.6	<p>ON ACCOUNT PAYMENT APPLICATION FOR INTERIM PAYMENT CERTIFICATES Payment shall be made on submission of Bills with requisite documents/details by contractors separately to concerned Depot and bill will be verified by nominated Engineer-Incharge. The value of all work done in accordance with the Contract, and the amount which is finally due, and For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities. The contractor shall submit the check sheets, Service Sheets etc duly signed by the Engineer-In-charge's representative for work done. If any activities are not carried out as per the schedule of work the proportionate amount will be deducted from the bill. If the work carried out through other agency under the intimation to contractor and the charges incurred on it will be deducted from the contractor's bill. In addition the applicable penalty will be levied as per Special Condition of Contract.</p>
10	Sub Clause 11.15	<p>TAX DEDUCTION AT SOURCE Tax deduction at source from each on-account progress bill shall be made by employer as per the provisions of the statutes/acts of statutory bodies/local authorities etc.</p>
11	Sub Clause 12.6	<p>PAYMENT IN APPLICABLE CURRENCIES Payment shall be done in INR only.</p>
12	Sub Clause 14.2	<p>USE AND CARE OF SITE The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the Engineer-In-charge. All surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance. All Electrical and Electronic equipments shall be cleaned under the supervision of an authorized representative of NMRC. The contractor shall clean only these areas of the Electrical / Electronic</p>

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SCC Clause	Reference to GCC Sub-Clause No.	Description
		& other specified equipments which are either mentioned in the specifications or are permitted by the Employer or mentioned by the authorized representative of the Employer.
13	Sub Clause 15.3	<p>THIRD PARTY INSURANCE</p> <p>The Contractor shall insure against liability to third parties in the joint names of the Employer, the Contractor and Subcontractors, (wherever applicable) for any loss, damage, death or bodily injury which may occur to any physical property (except things insured otherwise) or to any person (except persons insured by the employer, staff of other contractors working in the premises, contractor staff under Sub-Clause 8.2), which may arise out of the performance of the Contract. The insurance shall be at least for the amount Rs. 7.5 Lakhs for each incidents with number of incident unlimited.</p>
14	Additional	<p>GENERAL CONDITIONS OF CONTRACT</p> <p>a. This contract will be governed by NMRC's General Conditions of Contract and Special Conditions of Contract. The later will have priority over the earlier one in case of any ambiguity in any of the clause.</p> <p>b. All conditions mentioned in the General Conditions of Contract (GCC) will be applicable in addition to above.</p>
14.1	Additional	<p>POLICE VERIFICATION</p> <p>The contractor shall carryout antecedent check and the police verification of all of the staff and shall submit the same before deploying the staff. No justification of the contractor not submitting the police verification on account of delay by the police authority or otherwise shall be entertained and no relaxation will be granted on this issue.</p>
14.2	Additional	<p>COMMUNICATION FACILITIES TO STAFF</p> <p>The contractor shall provide the mobile phone communication facilities to contractor's staff and the mobile number shall be provided to Engineer-In-charge.</p>

6 Section 6: Technical Specifications

6.1 Specifications

Details of the fire extinguisher to be refilled and tested are given below: -

S.No.	Description of Items	Quantity
1.	ABC dry powder stored pressure Fire Extinguisher (9 kg cap.)	304
2.	ABC dry powder stored pressure Fire Extinguisher (6 kg cap.)	38
3.	Hydro Testing of ABC Fire Extinguisher for 30% of Total quantity(304+38=342)	103

1. The vendor/contractor will follow the norms and procedures laid down in IS 2190:2010 certifications for refilling and maintenance of fire extinguishers. The vendor will carry fire extinguisher to workshop/Testing Centre for the same purpose only after taking prior approval of the Engineer In charge of Rolling Stock.
2. The agency will maintain the data sheet of fire extinguishers with details such as manufacturing date, type and capacity of extinguishers, location, date of refilling and next due date for refilling etc.
3. ABC type fire extinguishers will be Hydraulic Pressure Tested and refilled at the vendor's workshop and contractor has to submit the test report of HPT and the refilling material.
4. In view of DCP fire extinguishers required to be refilled before their due date of refilling / HPT such as in the event of having been discharged to extinguish the fire or for any other reason, the refilling can be done. Since HPT will not be done, this must be noted importantly that only refilling charges will be payable.
5. The Vendor/contractor will strictly follow the periodicity for refilling of fire extinguishers as per schedule and maintenance detail of fire extinguishers mentioned above and details of refilling / due date will be prominently mentioned on the sticker displayed on fire extinguishers.
6. After the conclusion of inspection and test to the satisfaction of the NMRC representative and receipt of the same in good condition at Rolling Stock Depot, an acceptance certificate of fire extinguishers received back, will be issued jointly.
7. **GUARANTEE PERIOD:** The contractor shall guarantee the refilled fire extinguishers against any leakage for a period of **03** years, from the date of refill. During this period, refilling is to be done free of cost by contractor.

A) Refilling and Maintenance Procedure-

1. All fire extinguishers should be discharged / emptied at the site before being taken to the workshop for refilling of fire extinguishers. While discharging the Fire extinguishers at Depot, the demonstration of operation of every fire extinguisher will be given to NMRC staff.
2. Fire extinguishers taken for refilling must be returned **within Ten days**.
3. In case the vendor is unable to return the fire extinguishers after refilling within due date, penalty up to 10% of the refilling cost per week of delay may be levied. Repeated

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violations may result in termination of the contract and forfeiture of the EMD.

4. All fire extinguishers, refills and spare parts must conform to performance and other specifications as laid down IS 15683:2006 and other relevant IS specifications amended from time to time by BIS.
5. The process of refilling will also include proper cleaning of interior and exterior of fire extinguishers, polishing the painted portion with wax polish, brass/gun metal parts with metal polish, chromium plated parts with silver polish and thorough washing of the plastic components with soap solution and sun drying them.
6. Checking of nozzles, port hole, vent hole, cap assembly, syphon tube, safety pin/clip, discharge pipe etc, of fire extinguishers
7. Checking coloring of fire extinguisher, if required painting of the cylinder with prior approval of the concerned authority.
8. Pasting of inspection card on the body of the extinguishers indicating the serial number, date of refilling, next due date for refilling, due date for hydraulic testing etc.
9. Ensuring that stickers mentioning the operating instructions of fire extinguishers are in good condition, legible and are facing outward.
10. Ensuring that the pressure gauge indicator is in operating range.
11. ABC type fire extinguishers will be Hydraulic Pressure Tested and refilled at the vendor's workshop and contractor has to submit the test report of HPT and the refilling material.

6 Section 7: Draft Contract Agreement

THIS AGREEMENT made on theday of 2024 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 **Shri, Managing Director, NMRC** (hereinafter called as the "Employer"), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

..... having its registered office 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 known as the "....."should be executed by the Contractor, and has accepted a contract by the Contractor for the execution and completion of these Works.

The Employer and the Contractor agree as follows:

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

Reference:

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

3. Duration of Contract

The Corporation intends to appoint a Contractor to NMRC for a period of 3 (Three) years.

4. Price Schedule

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

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

Address _____

Address _____

Sign of Witness 2 _____

Sign of Witness 2 _____

Name _____

Name _____

Address _____

Address _____

7 Section 8: Appendix and Forms of Tender

8.1 Appendix 1: Metro Alignment

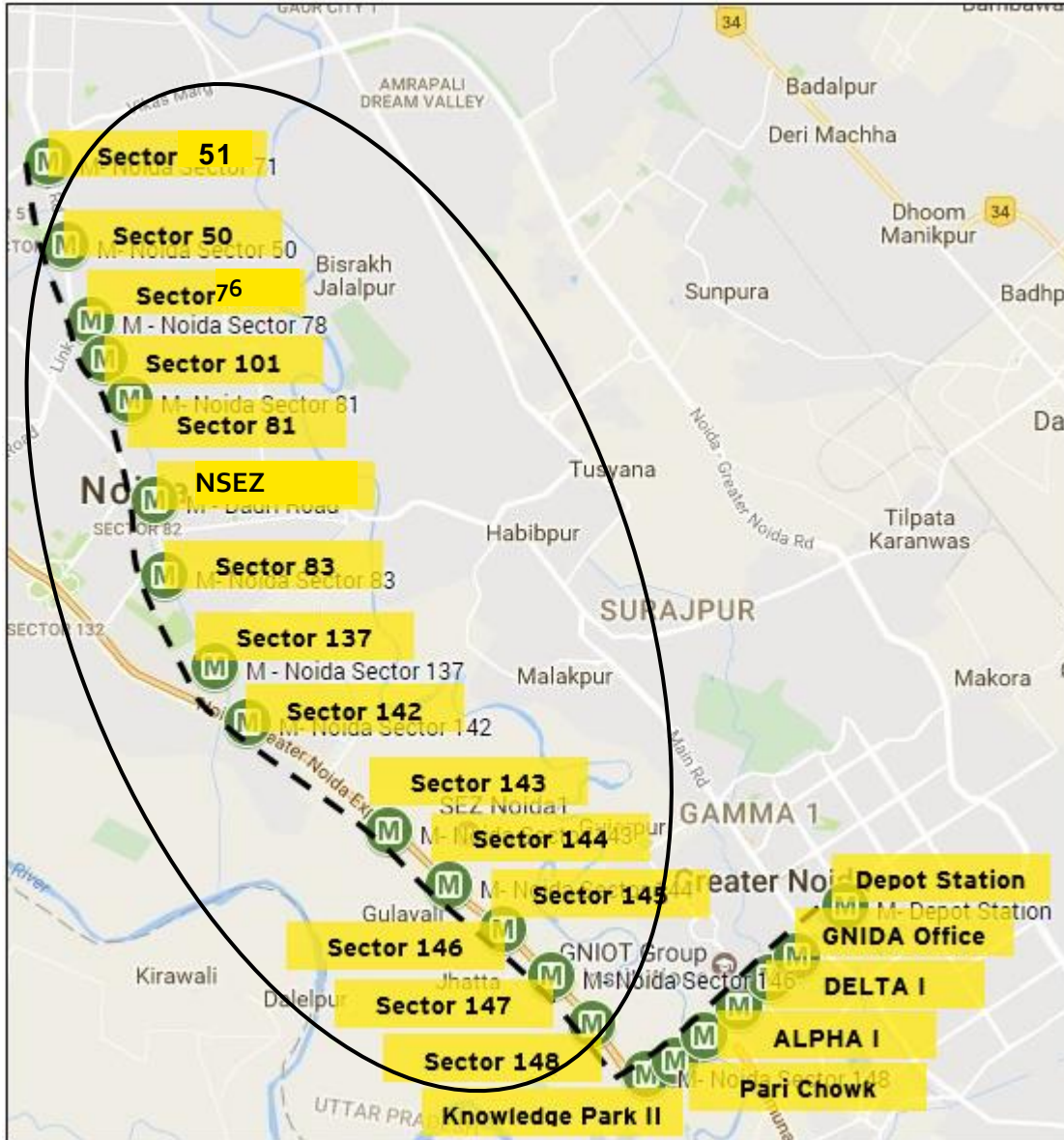


Fig: The Upcoming Metro Line

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

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S.NO.	Name of the Station
1.	Sector 51 Station
2.	Sector 50 Station
3.	Sector 76 Station
4.	Sector 101 Station
5.	Sector 81 Station
6.	NSEZ Station
7.	Sector 83 Station
8.	Sector 137 Station
9.	Sector 142 Station
10.	Sector 143 Station
11.	Sector 144 Station
12.	Sector 145 Station
13.	Sector 146 Station
14.	Sector 147 Station
15.	Sector 148 Station
16.	Knowledge Park II Station
17.	Pari Chowk Station
18.	ALPHA I Station
19.	DELTA I Station
20.	GNIDA Office Station
21.	Depot Station

8.2 Appendix 2: Quality Assurance

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

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

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

Quality Assurance Management Plan

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

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

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

The Plan shall identify:

- a. Design Process: that control, check and verify the accuracy, completeness and integration of the design shall be performed by certified personnel and in accordance with documented procedure that have the written consent of the Engineer.
- b. Special Processes: that control or verify quality shall be performed by certified personnel and in accordance with documented procedures that have the written consent of the Engineer;
- c. Inspection and Test: Inspection and testing instructions shall provide for reporting nonconformance's or questionable conditions to the Engineer; Inspection shall occur at appropriate points in the installation sequence to ensure compliance with drawings, test specifications, process specifications, and quality standards. The Engineer shall designate, if necessary, inspection hold points into installation or inspection planning procedures;

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- d. Receiving Inspection: These procedures shall be used to preclude the use of nonconforming materials and to ensure that only correct and accepted items are used and installed;
- e. Identification and Inspection Status: a system for identifying the progressive inspection status of equipment, materials, components, subassemblies, and assemblies as to their acceptance, rejection, or non-inspection shall be maintained;
- f. Identification and Control of Items: an item identification and traceability control shall be provided;
- g. Handling, Storage, and Delivery: provide for adequate work, surveillance and inspection instructions.
- h. The Plan shall ensure that conditions adverse to quality such as failures, malfunctions, deficiencies, deviations, and defects in materials and equipment shall be promptly identified and corrected.
- i. The Plan shall provide for establishing, and maintaining an effective and positive system for controlling non-conforming material including procedures for the identification, segregation, and disposal of all non-conforming material. Dispositions for the use or repair of nonconforming materials shall require the Engineers consent.

Plan Implementation and Verification

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

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

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

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

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

8.3 Form 1: Letter of Proposal Submission

[Location, Date]

To,

Dy. GM (RS, E & Ops)

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 of refilling and hydraulic testing of ABC powder stored pressure fire extinguisher(9 Kg & 6 Kg) for metro coaches for three years " .

Dear Sir,

We, the undersigned, offer to "Rate Contract of refilling and hydraulic testing of ABC powder stored pressure fire extinguisher(9 Kg & 6 Kg) for metro coaches for three years" in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

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

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

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

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

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

8.4 Form 2: Firm Details

1.	<p>Title and name of the Project:</p> <p>Rate Contract of refilling and hydraulic testing of ABC powder stored pressure fire extinguisher(9 Kg & 6 Kg) for metro coaches for three years.</p>
2.	<p>State the structure of the Bidder's organization (Bidders to complete/delete as appropriate)</p> <p>Sole Bidder</p>
3.	<p>For Bidders who are individual companies or firms, state the following:</p> <p>Name of Company or firm:</p> <p>Legal status: (e.g. incorporated private company, proprietorship, etc.)</p> <p>Registered address:</p> <p>Year of incorporation.....</p> <p>Principal place of business:</p> <p>Contact person:</p> <p>Contact person's title:</p> <p>Address, telephone, facsimile number and e-mail ID of contact person:</p>
4.	Employees Provident Fund No. (attach documentary proof) -
5.	Employees State Insurance Acts in India No. (attach documentary proof) -
6.	GST Registration No. (attach documentary proof) -
7.	PAN (attach documentary proof) -

RFP FOR RATE CONTRACT OF REFILLING AND HYDRAULIC TESTING OF ABC POWDER STORED PRESSURE FIRE EXTINGUISHER (9 KG AND 6 KG) FOR METRO COACHES FOR THREE YEARS

8.5 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/LLP/public limited company/ private limited company. The Firm and the company should be registered in India.	Yes/ No
2	The Bidder should have a minimum experience of having satisfactorily completed similar works during last 7 (Seven) years period ending last day of month previous to the one in which the bids are invited should be either of the following i. One similar completed work costing not less than the amount equal to Rs. 2.45 Lacs (Rupees Two Lacs Forty Five Thousand only) or ii. Two similar completed works each costing not less than the amount equal to Rs. 1.53 Lacs (Rupees One Lac Fifty Three Thousand Three only) or iii. Three similar completed works each costing not less than the amount equal to Rs. 1.23 Lacs (Rupees One Lac Twenty Three Thousand only).	7 Years

RFP FOR RATE CONTRACT OF REFILLING AND HYDRAULIC TESTING OF ABC POWDER STORED PRESSURE FIRE EXTINGUISHER (9 KG AND 6 KG) FOR METRO COACHES FOR THREE YEARS

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)										
3	<p>The Bidder should have in the last 3 (three) Financial Years preceding the Bid Due Date -</p> <p>i. Minimum average annual turnover of Rs. 3,07,272 Lakh (Rupees Three Lac Seven Thousand Two Hundred and Seventy Two only)</p>	<table border="1"> <tr> <td data-bbox="689 315 874 394">FY 2020-21</td> <td data-bbox="874 315 1093 394"></td> </tr> <tr> <td data-bbox="689 394 874 472">FY 2021-22</td> <td data-bbox="874 394 1093 472"></td> </tr> <tr> <td data-bbox="689 472 874 551">FY 2022-23</td> <td data-bbox="874 472 1093 551"></td> </tr> <tr> <td data-bbox="689 551 874 629">Total</td> <td data-bbox="874 551 1093 629"></td> </tr> <tr> <td data-bbox="689 629 874 707">Average</td> <td data-bbox="874 629 1093 707"></td> </tr> </table>	FY 2020-21		FY 2021-22		FY 2022-23		Total		Average	
FY 2020-21												
FY 2021-22												
FY 2022-23												
Total												
Average												
4	<p>The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfilment of Contractual obligation in last 5 (five) financial years.</p>											
5	<p>The profit before tax of the bidder during any of the financial year should be positive during immediately preceding 3(Three) Audited Financial Years</p>	<table border="1"> <tr> <td data-bbox="689 934 874 1012">FY 2020-21</td> <td data-bbox="874 934 1093 1012"></td> </tr> <tr> <td data-bbox="689 1012 874 1090">FY 2021-22</td> <td data-bbox="874 1012 1093 1090"></td> </tr> <tr> <td data-bbox="689 1090 874 1169">FY 2022-23</td> <td data-bbox="874 1090 1093 1169"></td> </tr> </table>	FY 2020-21		FY 2021-22		FY 2022-23					
FY 2020-21												
FY 2021-22												
FY 2022-23												
6	<p>The Bidder should be registered with the Goods and Service Tax Authority.</p>											

8.6 Form 4: Work Experience

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

SN	Similar Contract description	Contract Identification Number	Award date & Completion date	Employer's Name, address, telephone number, e-mail etc	Role in contract		If in JV/consortium then % participation (NA)	Completion cost	Value of similar work in completed work
					Individual	JV/ Consortium (NA)			
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
2. The tenderer shall upload details of work executed by them in the prescribed format for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof will not be evaluated.
3. Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.
4. For completed works, value of work done shall be updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
5. If the above work(s) comprise(s) other works also, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.

8.7 Form 5: Financial Capability Details

Bidder should submit their financial details as per the following:

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

having registered office at

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

A.)

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

B.)

S.No.	Financial Year	Name of the Bidder	Profit before Tax
1	2020-21		
2	2021-22		
3	2022-23		

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 FY 2022-23 is correct.

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

UDIN:-

Authorised Signatory

(Name & Designation of Authorised Signatory)

RFP FOR RATE CONTRACT OF REFILLING AND HYDRAULIC TESTING OF ABC POWDER STORED PRESSURE FIRE EXTINGUISHER (9 KG AND 6 KG) FOR METRO COACHES FOR THREE YEARS

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

NOTE:

1. All such documents reflect the financial data of the bidder shall be of the bidder only 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. and UDIN.
3. The Bidder shall provide the audited annual financial statements as required.

8.8 Form 6: Memorandum.

Name of Work: Rate Contract of refilling and hydraulic testing of ABC powder stored pressure fire extinguisher(9 Kg & 6 Kg) for metro coaches for three years

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

S.No.	Financial Year	Name of the Bidder	Profit before Tax
1	2020-21		
2	2021-22		
3	2022-23		

8.9 Form 7: Undertaking

I confirm that We (Tenderer), _____

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

Authorized signatory

Name:

Date:

Name of the Bidder with seal

8.10 Form 8: Power of Attorney

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

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

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **Rate Contract of refilling and hydraulic testing of ABC powder stored pressure fire extinguisher(9 Kg & 6 Kg) for metro coaches for three years** in response to the RFP Document dated _____ issued by Noida Metro Rail Corporation ("NMRC" or "the Corporation"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

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

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

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

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

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

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

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

WITNESS

RFP FOR RATE CONTRACT OF REFILLING AND HYDRAULIC TESTING OF ABC POWDER STORED PRESSURE FIRE EXTINGUISHER (9 KG AND 6 KG) FOR METRO COACHES FOR THREE YEARS

1.
(Signature)
Name

Designation.....

2.
(Signature)
Name

Designation.....

Notes:

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

8.11 Form 9: Power of Attorney for Lead Member of Consortium(Not Applicable)

Whereas the Executive Director, Noida Metro Rail Corporation Limited (NMRC) has invited applications from interested parties for the **Contract of Refilling and HPT fire extinguisher for metro coaches and misc spares and painting work**

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2.....

*For
(Signature)*

*.....
(Name & Title)*

*For
(Signature)*

*.....
(Name & Title)*

*For
(Signature)*

RFP FOR RATE CONTRACT OF REFILLING AND HYDRAULIC TESTING OF ABC POWDER STORED PRESSURE FIRE EXTINGUISHER (9 KG AND 6 KG) FOR METRO COACHES FOR THREE YEARS

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

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

8.12 Form 10: Consortium Agreement / Memorandum of Understanding(Not Applicable)

(To be executed on Stamp paper of appropriate value)

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

BETWEEN

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

AND

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

AND

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

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

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

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of _____ in terms of the Bid invited by Noida Metro Rail Corporation Ltd., (NMRC).

RFP FOR RATE CONTRACT OF REFILLING AND HYDRAULIC TESTING OF ABC POWDER STORED PRESSURE FIRE EXTINGUISHER (9 KG AND 6 KG) FOR METRO COACHES FOR THREE YEARS

2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by NMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid license, in case the Consortium turns out to be the successful bidder in the bid being invited by NMRC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for _____.
4. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
 - I. The Lead Member shall have _____per cent (____%) of shareholding with reference to the Consortium for this specified license agreement.
 - II. The Participant Member shall have _____ (____%) of shareholding with reference to the Consortium for this specified license agreement.

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

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

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

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

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

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

8.13 Form 11: Salable 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

8.14 Form 12: Declaration of Refund of Earnest Money

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

1	Bidder Name	
2	Bidder Address	
3	Bank Name	
4	Bank Branch	
5	A/c No	
6	IFSC Code	
7	PAN No.	
8	Tin/TAN No.	
9	GST No.	
10	Phone No.	
11	Mobile No.	
12	Email-Id	
13	Type of Account	
For Office Use Only		
14	Party Unique Id	

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

Date:

Signature with Stamp/Seal

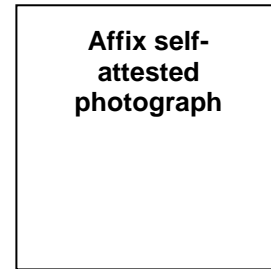
8.15 Form 13: Undertaking pertaining to Personnel

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

Date:

Signature with Stamp/Seal

8.16 Form 14: Proposed Personnel



NAME :

FATHER'S NAME :

DATE OF BIRTH :

PERMANENT ADDRESS :

RESIDENTIAL ADDRESS :

MARITAL STATUS :

EDUCATIONAL QUALIFICATION :

TECHNICAL QUALIFICATION :

EXPERIENCE :

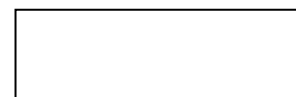
LANGUAGE KNOWN :

NATIONALITY :

CATEGORY :

DATE:

PLACE:



SIGNATURE

(To be filled by contractor)

Attested by authorised person:

Note: A staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists for this work. The submission shall include a provisional management structure and organisation chart showing areas of responsibility, relative seniorities and lines of reporting. The proposed staffing plan shall be in conformity with the "Clause 4.2 – Personnel" of tender document

8.17 Form 15: Obligation/ Compliance to be ensured by Contractor

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

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

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

Signature of authorized signatory of Tenderer

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

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

Authorized signatory

Name:

Date:

Name of the Bidder with seal

8.19 Form 17: Bid Offer/ BOQ (Format)

To

Executive Director

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

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

**Sub: Rate Contract of refilling and hydraulic testing of ABC powder stored pressure fire
extinguisher(9 Kg & 6 Kg) for metro coaches for three years**

Dear Sir,

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

I/we hereby quote for the Total Price for Rate Contract of refilling and hydraulic testing of ABC
powder stored pressure fire extinguisher(9 Kg & 6 Kg) for metro coaches for three years as
specified below, payable by NMRC.

RFP FOR RATE CONTRACT OF REFILLING AND HYDRAULIC TESTING OF ABC POWDER STORED PRESSURE FIRE EXTINGUISHER (9 KG AND 6 KG) FOR METRO COACHES FOR THREE YEARS

Percentage BOQ

Tender Inviting Authority- Noida Metro Rail Corporation (NMRC) Ltd.

Name of Work- RFP - E Tender for RFP for Rate Contract of refilling and hydraulic testing of ABC powder stored pressure fire extinguisher(9 Kg & 6 Kg) for metro coaches for three years.

Contract No- NMRC/RS/CS/Fire Ext./012/324/2024

Bidder Name:-

Price Schedule

(This BOQ Template must not be modified/replaced by the Bidder and same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.

Bidders are allowed to enter the bidder name and values only)

S. N.	Description (1)	Qty. (2)	UOM	Estimated rate (in Rs.) (3)	Estimated amount (in Rs.) (4=3X12)
1	ABC dry powder stored pressure Fire Extinguisher (9 kg cap.)	304	Nos	700.00	₹ 2,12,800.00
2	ABC dry powder stored pressure Fire Extinguisher (6 kg cap.)	38	Nos	575.00	₹ 21,850.00
3	Hydro Testing of ABC Fire Extinguisher for 30% of Total quantity(304+38=342)	103	Nos	250.00	₹ 25,750.00
Total					₹ 2,60,400.00
GST@18%					₹ 46,872.00
Total cost inclusive of all					₹ 3,07,272.00

S.N.	Quoted rates in % (percentage)		Quoted amount (Rs.) for three years	
1	In words		In words	In figures
	In figures			
2	Rebate in % (percentage) if any			
	In words			
	In figures			

Name of Contractor & Seal

RFP FOR RATE CONTRACT OF REFILLING AND HYDRAULIC TESTING OF ABC POWDER STORED PRESSURE FIRE EXTINGUISHER (9 KG AND 6 KG) FOR METRO COACHES FOR THREE YEARS

Please Note:

1. The Bidder with the lowest quoted cost for **Rate Contract of refilling and hydraulic testing of ABC powder stored pressure fire extinguisher(9 Kg & 6 Kg) for metro coaches for three years** in the financial quote (L1 bidder) shall be selected for the award of contract.
2. It will be deemed to include all Taxes including GST, Duties, Octroi, Royalty etc.,cost of all tools, plants, labour, supervision, materials, transport, contractor's profit and establishment/ overheads, together all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contracts.
3. The quantity of work may vary as per site requirement during contract period.
4. The payment will be made on actual basis for the work executed.
5. The Contractor may raise their 'On Account" payments on monthly basis as per the status of work on the last day of the respective month.
6. The Financial Bid submitted is unconditional and fulfills all the requirements of the TOR Document.
7. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document.
8. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

RFP FOR RATE CONTRACT OF REFILLING AND HYDRAULIC TESTING OF ABC POWDER STORED PRESSURE FIRE EXTINGUISHER (9 KG AND 6 KG) FOR METRO COACHES FOR THREE YEARS

8.20 Form 18: Bid Details

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

S.No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form 3: Capability Statement		
6	Form 4: Work Experience		
7	Form 5: Financial Capability Details		
8	Form 6: Memorandum		
9	Form 7: Undertaking		
10	Form 8: Power of Attorney		
11	Form 9: Power of Attorney for Lead Member of Consortium		
12	Form 10: Consortium Agreement / Memorandum of Understanding		
13	Form 11: Salable Form for Tender Document		
14	Form 12: Declaration of Refund of Earnest Money		
15	Form 13: Undertaking pertaining to Personnel		
16	Form 14: Proposed Personnel		
17	Form 15: Obligation/ Compliance to be ensured by Contractor		
18	Form 16: Proforma for Clarifications / Amendments on the RFP		
19	Statutory proof of existence as the legal entity		
20	PAN certificate as per legal entity		
21	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years (2020-21,2021-22,2022-23)		
22	Self-attested copy of ITR (2020-21,2021-22,2022-23)		
23	Copy of GST registration certificate, EPF, ESI		
24	Any other document asked by the Employer if submitted, specify the documents Or Any other document which the Tenderer considers relevant		