

**NOIDA METRO RAIL CORPORATION (NMRC) LTD.**

**REQUEST FOR PROPOSAL (RFP)**

**E Tender No. NMRC/GM/HR/325 /2024**

**Manpower Service Provider (Technical & Non-Technical) in  
NMRC on contract basis**

**June 2024**

**Issued by:**

**NOIDA METRO RAIL CORPORATION LTD.  
Block-III, 3<sup>rd</sup> Floor,  
Ganga Shopping Complex, Sector-29, Noida -201301,  
District Gautam Buddha Nagar, Uttar Pradesh, India**

## Content

1	Description of contents
2	General Definitions
3	Data Sheet
4	Section 1: General Information
5	Section 2 : Scope of Work
6	Section 3: Instructions to Bidders
7	Section 4: Qualification, Evaluation and Selection Process
8	Section 5 : Additional Instructions for Bidders
9	Section 6 : Special Conditions of the contract for Service Provider
10	Section 7: General Conditions of Contract (GCC)
11	Form 1: Letter of Proposal Submission
12	Form 2: Firm Details and Experience
13	Form 3: Capability Statement
14	Form 4: Price bid
15	Form 5: Financial Capability Details
16	Form 6: Memorandum
17	Form 7: Power of Attorney
18	Form 8: Saleable Form for Tender Document
19	Form 9: Declaration of Refund of Earnest Money
20	Form 10: Performa for Clarifications / Amendments on the RFP
21	Form 11: SCOPE OF SERVICES: Qualification and Experience of the Manpower
22	Form 12: Undertaking
23	Form 13: Sample illustration for calculation of Technical suitability of the agency/firm.
24	Form 14: Bid Details

## **Disclaimer**

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “**Manpower Service Provider (Technical & Non-Technical) in NMRC on Contractual basis**” contains brief information about the scope of work and selection process for the Bidder (‘the Contractor’ or “the Tenderer” or “the Applicant”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

## GENERAL DEFINITIONS

- a) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders;
- b) **“Agreement”** means the Contract Agreement to be executed between NMRC and the selected bidder.
- c) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) **“Bidder” or “Tenderer”** means Sole proprietorship, registered partnership firm, public limited company, private limited company or Consortium of any of the above and its Successor 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) **“Commencement Date”** means the date of commencement of Contract Agreement as mentioned in NOA.
- g) **“Earnest Money Deposit (EMD)”** means the refundable amount to be submitted by the Bidder alongwith RFP documents to NMRC.
- h) **“NMRC”** means Noida Metro Rail Corporation Limited ( or “Corporation”)
- i) **“Party”** means Contractor or Corporation (together they are called **“Parties”**)
- j) **“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
- k) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory Contracts, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- l) **“Re. or Rs. or INR”** means Indian Rupee
- m) **“Revenue Operations Date (ROD)”** means the date of operation of metro
- n) **“Selected Bidder”** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of Contract.
- o) **Minimum Wages:** means rates as prescribed by the Central Government from time to time.
- p) **Officer In-charge** – means **DGM/ HR, NMRC**

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

## Data Sheet

**(E- TENDER NO. NMRC/GM/HR/325/2024)**

1	Name of the Bid	<b>Open E-tender for Manpower Service Provider (Technical &amp; Non-Technical) in NMRC on Contractual basis.</b>
2	Approximate Cost of Work	<b>Rs. 11,16,62,227 (Rupees Eleven Crore Sixteen Lakh Sixty Two Thousand Two Hundred and Twenty Seven only)</b> (including GST)
3	Time-period of contract	Three (3) years and further extendable for a period of Two (2) year (based on satisfactory services)
4	Method of selection	Cost Based Selection (Lowest –L1)
5	Bid Processing Fee	INR <b>23,600/-</b> (including GST) (Rupees Twenty Three Thousand Six Hundred only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Earnest Money Deposit (EMD)	<b>INR 11,16,622/- (Rs. Eleven Lakh Sixteen Thousand Six Hundred Twenty Two only)</b>
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Corporation's official for addressing queries and clarifications	GM/ HR Noida Metro Rail Corporation Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: <a href="mailto:hr_estb@nmrcnoida.com">hr_estb@nmrcnoida.com</a> Website: <a href="http://www.nmrcnoida.com">www.nmrcnoida.com</a> , <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	JV/Consortium	Not allowed
<b>Schedule of Bidding Process</b>		
Head		Key Dates
Uploading of Bid		07/06/2024
13	Pre-Bid meeting	18/06/2024 (Time 15:30 hrs)
Last date of issuing amendment, if any		26/06/2024
Last Date of Bid Submission		05/07/2024 (Time 15:00 hrs.)
Date of Technical Bid Opening		05/07/2024 (Time 15:30 hrs.)
14	Account details	<b>For Bid Processing Fee &amp; EMD</b> State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.

Note: (i) Tender Cost and EMD is exempted for Micro & Small Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft& Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category and have valid registration certificate as on the date of Tender submission and , shall ensure their eligibility w.r.t above and submit registration certificate being MSEs, i.e. **“Manpower Service Provider on contractual basis” as on the date of tender submission.**

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

- a. *Either they are not registered for appropriate category.*
- b. Or they do not have valid registration as on the date of tender submission.

The bidders seeking exemption from ‘EMD’

In absence of any of the above requirements no exemption for ‘EMD’ will be allowed and bidders eligibility shall be dealt as if they are not registered with MSMEs.

No further clarification shall be sought on the above.

1. In case the bidder who has been exempted Tender Cost/Tender Security being Micro & Small Enterprise, and;

- (i) Withdraws his Tender during the period of Tender validity; or
- (ii) Becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
- (iii) Refuses or neglects to execute the contract; or
- (iv) Fails to furnish the required Performance Security within the specified time,

The bidder shall be debarred from participating in future tenders for a period of 1 year from the date of discharge of tender/date of cancellation of NOA/annulment of award of contract as the case may be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Tender Cost/ Tender Security. Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.

\*\*\*\*\*X\*\*\*\*\*

## **Section 1: General Information**

### **1.1. Background**

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and an increasing number of 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 to the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation Ltd. is a Special Purpose Vehicle (SPV) formed by Noida and Greater Noida Authorities for planning and executing urban transport projects in Noida and 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. NMRC invites E-Bids for **Manpower Service Provider (Technical & Non-Technical) in NMRC on Contractual basis.**
- c. In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this RFP Document.
- d. NMRC will shortlist the Bidders based on evaluation criteria mentioned in this RFP Document. Based on the minimum evaluation criteria, qualified Bidders will be shortlisted, and financial proposal of only qualified Bidders will be opened.

### **1.2. About Metro Locations**

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

### **1.3. Communication**

All communications should be addressed to -

#### **GM/ HR**

Noida Metro Rail Corporation (NMRC) Limited  
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,  
Noida -201301  
District Gautam Budh Nagar, Uttar Pradesh  
Email: [hr\\_estb@nmrcnoida.com](mailto:hr_estb@nmrcnoida.com)

## **Section 2 : Scope of Work**

1. To Provide Manpower of Technical (Junior Engineer and Maintainer) and Non-Technical nature (Unskilled, Semi-skilled, Skilled and Highly Skilled) for various departments at NMRC. The requirements in different categories are specified in Form-4 & Form-11.

2. The job specifications of manpower are as below:

### **a) For Unskilled Manpower**

- 1 Regular cleaning, dusting of furniture, instruments, computers, telephones etc. so as to maintain general cleanliness and hygiene in the office.
- 2 Regular cleaning and swabbing, office, laboratory etc,
- 3 Making arrangements for tea, coffee, water etc. during the meetings and other official visitors/representatives.
- 4 Photocopying, faxing, making sets of reports and other general office documents.
- 5 Dispatch and delivery of official letters by messenger, speed post, ordinary post and registered post.
- 6 Distribution of office papers & files of general nature among the office.
- 7 Watering plants, gardening, pruning, hedge pruning, grass cutting etc
- 8 All cleaning work as per the requirement of NMRC.
- 9 Physical Maintenance of records
- 10 Carrying files, photocopying etc.
- 11 General cleanliness and upkeep of the building
- 12 Ward and watch duties
- 13 Dusting of furniture and cleaning of buildings/fixtures
- 14 Upkeep of parks, lawns and plants etc.
- 15 Any other work assigned from time to time.

### **b) For Semi-Skilled Manpower**

- 1 Supervising unskilled labour deputed at various departments and various semi-skilled/ skilled work.
- 2 Any other duty assigned from time to time.

### **c) For Skilled Manpower**

- 1 Driving of Car/Van (LMV), or appropriate commercial vehicle license.
- 2 Attending to plumbing complaints or
- 3 Attending to electrical complaints and, repair of electrical appliances/equipment.
- 4 Clerical workers/employees doing clerical duties.
- 5 Workers with skill certificate to perform relevant duties pertaining to their skill
- 6 Any other duty assigned from time to time.



**d) For Highly Skilled Manpower**

- 1) Electrical supervisor with competency certificate, who is involved in repair of electrical appliances/equipment.
- 2) Accountant with relevant qualification involved in accounting activities
- 3) Any other duty assigned from time to time.

**e) Clerical Admin Cadre**

- 1) Accountant with relevant qualifications involved in accounting activities.
- 2) Administrative work in administrative units and Academic work.
- 3) Work involved dealing with SAP and other software.

**f) Junior Engineer**

Maintenance of various Electrical (Rolling Stock/Lift/Escalators/E&M/Power supply, stores etc.), Electronics (Signaling and Telecom, Automatic Fair Collection, Rolling Stock, SCADA, Stores etc.), Civil, (P-Way & Works stores) & mechanical systems and train maintenance handling/operating Tower wagon/Shunting, stores etc. in shift duty including night shift.

**g) Maintainer**

To upkeep & maintenance of various Maintenance Systems & processing in connection with operation & maintenance of Metro Trains, and also for installation/execution of various systems like Lifts, Escalators, Track, Structure, Traction/OHE, E&M, Signaling, telecom Automatic Fare Collection, Train Coaches, P. Way, Works Stores Depots etc., In shift duty including night shift.

The above list of works for each category are only illustrative and not exhaustive. NMRC may inform the contractor to include a further list of duties and similar nature of work based on the requirement of NMRC. Further, scopes of services are detailed in Form-11.

\*\*\*\*\*X\*\*\*\*\*

## Section 3: Instructions to Bidders

### 3.1 General instructions

- a. A Bidder shall submit only one bid in the same tendering process, either individually as a Bidder. A Bidder who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified. No Bidder can be a sub-contractor while submitting a bid individually in the same bidding process.
- 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. All changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company/organisation, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- d. Bidders shall be evaluated based on 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 because 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 Proposal shall be the Indian Rupee (INR).
- i. Bidders shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - i. A Bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the project;
  - ii. A Bidder is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph above; or
  - iii. A Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.

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

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

### 3.1.2 Acknowledgement by Bidder

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

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

### 3.1.3 Availability of Bid Document

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

### 3.1.4 Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the GM/HR, NMRC **only before or during Pre-Bid Meeting** held at NMRC. The envelopes/ communication shall clearly bear the following identification/ title: **"Queries / Request for providing Manpower Services (Technical & Non-Technical) in NMRC on contractual basis."** The responses will be

posted to all such queries on the official website [www.nmrcnoida.com](http://www.nmrcnoida.com). NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.

- c. A pre-submission meeting shall be called on the date mentioned in **Data Sheet** at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ e-Tendering website.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- e. However, NMRC shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt under Fraud and Corrupt Practices.
- f. The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Bidder. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- g. The Bidder and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

### **3.1.5 Amendment of e-Bid Document**

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

## **3.2 Preparation and submission of Bids**

### **3.2.1 Language of e-Bid**

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

### 3.2.2 Documents constituting the e-Bid

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

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

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

**b. Financial e-Bid -**

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

### 3.2.3 Documents establishing Bidder's Qualification

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

### 3.2.4 E-Bid form

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

### 3.2.5 E-Bid Currency

Prices shall be quoted in Indian Rupees only.

### 3.2.6 Formats and Signing of e-Bid

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

### 3.2.7 Deadline for submission of e-Bid

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

### 3.2.8 Submission of e-Bid

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

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

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

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

- c. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the

Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).

- d. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- e. Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- f. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- g. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- h. NMRC reserves the right to cancel any or all e-Bids without assigning any reason.

### **3.2.9 Late e-Bid**

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

### **3.2.10 Withdrawal and resubmission of e-Bid**

- a. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then

select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.

- b. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- c. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.
- d. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

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

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

### **3.2.12 Period of validity of e-Bid**

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



### **3.2.13 Correspondence with the Bidder**

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

### **3.3 Earnest Money Deposit**

#### **3.3.1 Earnest money deposit (EMD)**

- a. The Bidder shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- c. Unsuccessful Bidder's EMD will be returned within 45 days of opening of the Price Bid in case of Conclusion or discharge of the tender.
- d. No interest will be paid by the Employer on the Earnest Money Deposit.
- e. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- f. The EMD may be forfeited:
  - i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
  - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.
  - iii. If a tenderer quotes 'below minimum service charge %age i.e. 3.85% and quotes above the maximum service charge %age i.e. 7.00%, then his Financial Bid shall be treated as non-responsive and will not be considered and EMD will be forfeited.

### **3.4 Opening and Evaluation of Bids**

#### **3.4.1 Opening of technical e-Bid by NMRC**

- a. NMRC will open all technical e-Bids, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at NMRC Office. The Bidder's representatives who are present shall submit the letter to NMRC on the letter head of the company stating that the representative (name) is authorized to attend the meeting (Please note – The representative is required to carry a copy during pre-bid and other related meetings as well). He / She shall sign a register evidencing their attendance at NMRC. In the event of the specified date e-Bid opening being declared a holiday for the Corporation, the e –bids shall be opened at the appointed time and place on the next working day.

- b. The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Bid Processing Fee and EMD must be submitted in the prescribed account of NMRC within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- c. The Bidders names and the presence or absence of requisite e-Bid security and such other details as NMRC at its discretion may consider appropriate, will be announced at the opening.

#### **3.4.2 Opening of financial e-Bid**

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

#### **3.4.3 Correction of Errors**

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

#### **3.4.4 Examination of e-Bid document**

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

#### **3.4.5 Contacting NMRC**

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

- b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Metro works and legal proceeding can also be initiated. EMD of such bidders will be forfeited.

### **3.4.6 Confidentiality**

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

### **3.5 Award of Contract**

#### **3.5.1 Award Criteria**

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

#### **3.5.2 Notice of Award (NOA)**

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

#### **3.5.3 Signing of contract**

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

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

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

## Section 4: Qualification, Evaluation and Selection Process

### 4.1 Eligibility Criteria for bidder as per Capability Statement (please provide details in Form 3 attached along with this RFP)

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

- a. Sole proprietorship, registered partnership firm, LLP, public limited company, private limited company. The firms and the companies should be registered in India.
- b. The Bidder should have a minimum experience of having satisfactorily and successfully completed similar works during last 7 (Seven) years period ending last day of month previous to the one in which the bids are invited should be either of the following:
  - i. One similar completed work costing not less than the amount equal to Rs. 8.93 Crore (Eight Crore and Ninety Three Lakh only) or
  - ii. Two similar completed works each costing not less than the amount equal to Rs. 5.58 Crore (Five Crore and Fifty Eight Lakh only) or
  - iii. Three similar completed works each costing not less than the amount equal to Rs. 4.46 Crore (Four Crore and Forty Six Lakh only)  
*(Definition of Similar Works –Tender/contract for providing manpower services (Technical as well as Non- Technical) in any government organization/Govt. undertaking/PSU/ Govt. Autonomous Body/ Govt. institution only.)*
- c. The Bidder should have minimum Average Annual Turnover of **Rs. 2.98 Crore** (Two Crore and Ninety Eight Lakh only) in of the last 3 (three) Financial Years (2020-21, 2021-22, 2022-23) preceding the Bid Due Date.
- d. The Bidder should be registered with the Goods and Services Tax Authorities.
- e. 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.
- f. The Bidder should have Positive Profit before Tax in at least 2 (two) years, out of the last 5 (five) Financial Years (2018-19, 2019-20, 2020-2021, 2021-2022, 2022-2023)
- g. The Bidder shall have minimum working capital (Liquidity) of **Rs 53.17 Lakhs** in the last audited financial year (F.Y. 2022-23)
- h. The Bidder shall have minimum net worth of Rs **74.44 Lakhs** in the last audited financial year (F.Y. 2022-23)
- i. The Tenderer shall upload the valid copies of certificates as mentioned in **Form-2** failing which the tender will be rejected. If necessary, the bidder shall produce all the original documents for verification.

- j. The rates quoted should be as per the financial bid only. The NMRC reserves the right to accept/reject any or all the tenders without assigning any reasons.
- k. Conditional tenders will not be accepted and is liable for rejection.
- l. Bidders who meet the specified minimum qualifying criteria, are be eligible.
- m. Even though the Bidders meet the above criteria, they are subject to be disqualified if they have:
  - Made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements; and/or
  - Record of poor performance such as abandoning the works, not properly completed the contract, inordinate delays in completion, litigation history, or financial failures etc.
- n. The Tender document can be downloaded from e-tender **website <http://etender.up.nic.in>**. It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the same website.

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

- i. Statutory proof of existence as the legal entity. (Including affidavit in case of Sole proprietorship)
- ii. PAN certificate as per legal entity
- iii. GST RC with documentary evidence as mentioned in the Form 2.
- iv. A copy of the Audited balance sheets and Profit and Loss Statements for the last 5 (Five) audited financial years (2018-19 to 2022-23)
- v. Self-attested copy of ITR of last five audited financial years (2018-19 to 2022-23).
- vi. Work Completion Certificate and related LOA/ Work Orders.

## 4.2 Evaluation and Technical Scoring of Tenders:

### a. Evaluation of Technical Bids:

NMRC will identify eligible bidders based on evaluation of the technical criteria as well as the financial criteria. Thereafter, technical scoring will be done, taking into account the criteria mentioned below by the Committee to be nominated by the NMRC. Each criterion shall be marked on a scale of 1 to 100 and then the score for each criterion shall be weighted to calculate average technical scores. Weights in the following ranges will be used by the Tender Committee appointed by the NMRC to calculate the weighted average technical score for each proposal:

Criteria	Weightage
The Bidder's total experience in providing manpower services.	21
The Bidder's relevant experience in providing manpower services to Govt. department/PSU/Public sector bank etc.	49
Turnover of last three financial years of the Bidding entity.	15
Financial Status (i.e., Profit of last three financial years)	15

The mix of weightage approved by the NMRC will total to 100. **The minimum qualifying technical score is 60 out of 100.** The bidders securing the minimum qualifying technical score shall be considered technically qualified and shall be informed about the date and time of opening of the pricing bid. The pricing bid of those bidders who fail to obtain minimum qualifying technical score shall not be opened.

The technical score allocation for the technical evaluation shall be assigned as under:

(Table No- 01)

Sr. No.	Criteria	Maximum Tech. Score
1	Total Experience in providing manpower services – 7 marks for qualifying minimum eligibility period i.e. 7 years (1 marks for each yr.). Thereafter, additional 2 marks for each completed year of experience over minimum qualifying period i.e. 7 years will be given. The highest threshold of the marks shall be of 14 Marks (i.e. 7 year + 7 years = 14 years of experience).	21
2	Total experience in providing manpower services to government departments, public sector companies, public sector banks and government autonomous organizations on contract basis: <i>(While calculating such experience, more than one similar successfully completed contract given to a firm in one work order/ contract agreement during a particular year or more than one year will be reckoned as one experience only)</i>  i. 7 marks for each contract of value above Rs. 2.01 Crore. ii. 5 marks for each contract of value between Rs. 1.01 Crore to 2 Crore. iii. 3 marks for each contract of value between Rs. 51 Lakhs to 1 Crore. iv. 1 mark for each contract of value not more than Rs. 50 Lakhs.	49

3	Turnover of last three Financial Year of the bidding entity - 5 marks for each additional turnover for Rs. Fifty (50) lakhs beyond turnover of <b>Rs. 2.98</b> Crore for each financial year (Yr. 2020-2021, Yr. 2021-22, Yr. 2022-23)	15
4	Financial status (Profit or loss of the firm during the latest 3 financial years i.e. 2020-21, 2021-22, 2022-23) - 5 marks for each year, if there was profit as per the audited accounts.	15
<b>Total Technical Score</b>		<b>100</b>

***Important Note:***

- **Sample illustrations are given at Form-13. These illustrations are only for understanding purpose.**
  - **Refer to point no 2 in the table above: Service Provider must attach copies of Work Orders / Contracts/ LoAs/ Work Completion certificates etc. Further, Value and validity of the contract shall be determined on the basis of work completion certificate. The Value of the contract shall be reckoned irrespective of the tenure/ period of the contract.**
  - **The tenderers will qualified only if they have successfully completed work(s) , completion date (s) of which falling during last SEVEN YEARS ending last day of the month previous to the month of tender submission date.**
- b. Evaluation of Price Bids:** NMRC has mentioned approximately remuneration for each of the post as given in Form-4. Accordingly, Bidders are required to quote service charges in terms of percentage on the Total Amount Only. This percentage shall be applicable on each category of personnel as per their admissible/ payable remuneration. However, actual admissible salary/wages to be paid as per revision from time to time.
2. The format for Price Bid is enclosed as **Form-4**.
  3. **The contract will be awarded on lowest quoted price bid (L-1) basis.**
  4. GST at applicable rates will be paid extra.
  5. Opening of the Price bid will be preceded by the evaluation of the Pre-qualifying Offer (Technical bid). Evaluation of the Pre-qualifying Offer will be done by the Tender Committee constituted for the purpose. After technical evaluation is completed, all the Bidders who are qualified will be notified and will be intimated at the time of opening of the Price bid. **Only the Price bids of technically qualified bidders would be considered.**
  6. Price bid will be opened in the presence of those who choose to be present or even in the absence of any Bidder. The NMRC will evaluate and compare the Tenders as per comparative statement downloaded from e-procurement portal.
  7. **In case of tie (Price bids of two or more bidders being equal), following methodology shall be used for award of the contract:**
    - a. Bidders having highest technical score during technical bid evaluation will be offered the contract.
    - b. Further, if there is tie between two or more bidders on technical score of Technical Bid evaluation, bidders having higher average annual turn-over (in the last 3 financial years) will be offered the

contract. (As per point no 3 of the Capability Statement)

- c. If still, there is tie between two or more bidders on average annual turnover (in last 3 financial years), bidders having higher overall relevant experience of providing manpower services in govt. organizations shall be offered the contract.(As per the score of S. No. 2 of Table No. 01).

8. By submitting a bid for the tender, the agency implicitly agrees to the above condition. Further, in case of any dispute, the decision of NMRC management shall be final.

#### **Notice of Award and Execution of Contract Agreement**

- a. NMRC will notify the Successful Bidder by a Notice of Award (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 because 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.

#### **4.3 Performance Bank Guarantee / Security Deposit**

- a. To fulfil the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the “Contractor”) shall deposit **3% of the Contract Price** in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favour 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 **six (6) months beyond the contract Period including extended period and will be released after successful completion of the contract.**
- 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.

**e. The Bank Guarantee must be issued by a bank branch located in Delhi/NCR, Noida and Greater Noida region only. The Bank guarantee shall be extended and renewed in advance before expiry of existing bank guarantee.**

I. 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.

II. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.

f. 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.

#### **4.4 Contact 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:

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

#### **4.5 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 NMRC or the official deputed by NMRC, shall be communicated to NMRC or the official deputed by NMRC in writing.

c. **LEGAL :**

1. For all intents and purposes, the selected agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed at NMRC, for contractual services.

2. The Contractor undertakes to obtain any license, permit, consent, sanction etc. as may be required or called for from/by local or any other authority for doing such work. The Contractor shall comply with all applicable laws, rules and regulations in force. The Contractor undertakes to obtain such permission/license as may be required under the Central Contract Labour (Regulation and Abolition) Act, 1970. The Contractor undertakes to produce the license/permission etc. so obtained to NMRC or furnish copies thereof as and when required by NMRC. The Contractor also undertakes to keep and get renewed such license, permission etc. from time to time. The Contractor shall be responsible for any contravention of the local, municipal, central, state, any other laws, rules, regulations, etc.

3. The selected agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. NMRC, shall in no way, be responsible for settlement of such issues whatsoever. NMRC shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

4. The manpower deployed by the contractor for providing the services shall not have any claims of Master and Servant relationship vis-a-vis NMRC nor have any principal and agent relationship with or against the NMRC.

5. The manpower deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of NMRC, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in NMRC. Same should be communicated to all outsourced staff deployed by the service provider in NMRC.

6. The selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government along with all such other statutory dues like ESI, PF, etc. The agency will maintain proper record as required under the Law / Acts. The agency shall make available its required records to NMRC for periodic inspection at the end of every quarter of every financial year, to ensure statutory compliance to the satisfaction of NMRC.

7. The selected agency will be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at NMRC.

8. The selected agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to NMRC & income tax to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

9. The selected agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of NMRC or any other authority under Law.

10. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Income Tax Act 1961 and GST rules, as amended from time to time and a certificate to this effect shall be provided to the agency by NMRC.

11. The selected agency shall raise online GST invoice and claim GST at appropriate rates. The selected agency shall produce the TAX paid receipt on demand.

12. In case, the agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof NMRC is put to any loss / obligation, monetary or otherwise, NMRC will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms

13. The selected agency will indemnify NMRC from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.

**14. Govt of India issued guidelines on payment of compensation in cases of death / permanent incapacitation of person due to unintended/ unforeseen occurrences during maintenance, operation and provisioning of Public services. Under these guidelines an amount of Rs. 10 Lakhs has to be paid as compensation in the cases where a persons is died and up to Rs. 7.5 Lakhs in the case of disabled based on loss of earning capacity. The Service Provider would be required to cover the deployed employees under workmen compensation policy. The premium shall be sought at least from three reputed insurance companies and the same shall be intimated to NMRC prior to finalization. The Reimbursement of the premium amount shall be paid by NMRC to the service provider, however no consultancy fees on the reimbursement amount shall be charged by the service provider. Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to NMRC and shall act all times to keep the requisite policies validated. NMRC has the right to recover penalty in the cases where the incidents have happened with the negligence of the agency.**

15. All disputes arising out of this Tender document and Award of the contract shall be resolved by mutual consultation and in the event where the parties are unable to resolve their disputes, the courts of Gautam Budhha Nagar, Uttar Pradesh India shall have the jurisdiction to resolve the dispute.

16. It is mandatory for the selected agency to update the CLRA license as and when there is increase in the no of staff deployed.

#### **d. FINANCIAL**

1. If the agency fails to deploy manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice and the contract will be terminated.

2. The proof of remittance of statutory deductions of PF, ESI to the appropriate agency, for those employed at NMRC, must be provided by the selected agency to NMRC every month along with the claim bill, failing which the claim bill shall not be settled.

4. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited besides annulment of the contract.

5. The agency shall raise the bill, in triplicate, along with attendance sheet in respect of the persons deployed and submit the same through the respective departments on or before 7th of the subsequent month. As far as possible the payment will be released within two weeks from the date of submission of bills. The following documents must accompany the bill.

- a. Current month Invoice Copy
- b. Current month Acquittance (Wage) Register duly signed by the individual contract Laborers.
- c. Current month Attendance Register
- d. Current month ESI remittance challan with consolidate breakup details.
- e. Current month EPF remittance challan, as applicable, with consolidated breakup details
- f. Bank transfer statement duly certified by the Bank having details of salary/wages paid

6. Further, any increase in minimum wages, as per the Central Government Minimum Wages Act, along with proportional increase in the ESI, EPF and agency administrative charges will be borne by NMRC. Similarly, any increase in the statutory levies (ESI, EPF, GST) will also be applicable automatically and borne by NMRC; any decrease in the statutory levies, the benefits will go to NMRC. Other than these, during the tenure of the contract, the rates agreed will remain unaltered.

7. The Contractor hereby agrees that Absenteeism must not exceed 10% of the total deployment in any month. Furthermore, within each shift the absenteeism should not be more than 10% of the deployment. The above should be achieved without individual contract labour doing more than the maximum shift allowed by the contract (26/27 shift in a month). Each occurrence of such excess absenteeism in a shift shall entail a deduction of Rs2000/- against the bill submitted for the respective month.

8. The contract labourers deployed by the agency shall not be involved in any theft/pilferage/damage to Institute property. After necessary investigations, if proved that the Agency/their personnel are responsible for the incident, the agency is liable and will be penalized to the extent of the value of the loss and additionally Rs. 25,000/- for each such incident.

9. The Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Corporation employees involved in the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the execution of the contract.

10. The claims in bills regarding Good and Services Tax etc., if applicable, should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of NMRC.

**11. It has been observed in the earlier tenders that some of the vendors quote an abnormally low administrative charge with a view to obtain the contract, which is practically not workable. Abnormally low administrative charges will affect the quality of service rendered. Therefore, the NMRC administration has decided to fix a minimum and maximum percentage as administrative charges to the agencies for providing services. The commercial quotes below or above the prescribed minimum/maximum administrative charges will be treated as not qualified and their Price bid will be disqualified. The minimum service charge percentage fixed by the NMRC is 3.85% and the maximum service charge percentage fixed is 7.00%.**

**If a tenderer quotes 'below minimum service charge %age i.e. 3.85% and quotes above the maximum service charge %age i.e. 7.00%, then his Financial Bid shall be treated as non-responsive and will not be considered and EMD will be forfeited.**

12. The Selected agency agrees and undertakes to pay all GST, taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State, Central Government or any local body or authority. The Selected agency also agrees to furnish such proof of payments or compliance of the obligation including registration certificates, receipts, licenses, clearance certificates etc., as may be required by the NMRC from time to time. NMRC Shall reimburse the GST tax incurred by the Contractor on submission of relevant proof of payment.

\*\*\*\*\*x\*\*\*\*\*

## Section : 5 Additional Instructions for Bidders:

1. All entries in the technical bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Cuttings, if any, in the Technical Bid must be initialed by the person authorized to sign the bid.
2. NMRC reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the NMRC management, in this regard shall be final and binding on all.

### OTHER TERMS AND CONDITIONS

1. Bids submitted after the deadline shall not be accepted under any circumstances whatsoever.
2. Any conditional bid is liable to be rejected.
3. The Earnest Money will be forfeited if the bidder rescinds from the offer.
4. Bids offering rates which are lower than the minimum wages for the pertinent category, would be rejected.
5. **Extension of the period of the contract:** The contract is for the duration specified in NIT. The contract will be reviewed annually, and upon satisfactory performance, will be extended by ONE (1) year at a time, until the duration of the contract. The contract may be extended, on same terms and conditions on mutual consent of both parties, for further periods, subject to a maximum of TWO (2) year beyond the contract term specified in NIT.
6. The scope of the contract can be extended with additional manpower, with a proportional increase in contract value, as mutually agreed upon, and approved by the competent authority of NMRC.
7. The scope of the contract can be extended to additional facilities in the corporation, with a proportional increase in manpower and approved by the competent authority of NMRC. Further, NMRC in its discretion may either increase or decrease the manpower based on the requirement and selected agency must adhere as per the direction of the NMRC as the requirement of manpower mentioned in this tender document is only indicative in nature and not exhaustive.
8. The contract may be terminated before the contract period owing to deficiency in service or substandard quality of the service provided by the selected Company / Firm /Agency. Further, NMRC reserves the right to terminate this contract at any time after giving two months' notice to the successful bidder.
9. The selected agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NMRC.
10. The agency will be bound by the details furnished by him / her to NMRC, while submitting the bid or at subsequent stage. In case, any of such documents furnished by the firm is found to be false at any stage, it would be deemed to be a breach of terms of contract making the firm liable for legal action besides termination of contract.

11. The agency shall ensure that the manpower deployed at NMRC, are physically fit, well trained and are in the age group of 18-56 years. The maximum age of deployment is 56 years.
12. The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed at NMRC, before the commencement of work:
  - List of Manpower short listed by agency for deployment at NMRC, containing full details i.e. date of birth, marital status, address etc;
  - Bio-data of the persons.
  - Certificate of verification of antecedents of persons by local police authority (PCC Certificate) on his own cost.
13. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the selected agency will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract. Such person/staff who had committed an act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks shall not be redeployed in NMRC in future. Further staff deployed in NMRC should have obtained a police clearance certificate issued by Govt. of UP to ensure that staff with criminal background are not deployed by Contractor. Posting of Contract staff having conflict of interest to be avoided and it is to be ensured that they are also not involved/ act in the capacity of vendors for supply of materials/services to NMRC
14. The selected agency shall provide identity cards to the personnel deployed at NMRC. The identity card shall have the photograph of the personnel and personal information such as name, date of birth, age and identification mark etc.
15. The selected agency shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed at the Corporation.
16. The selected agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan/Gutka, smoking, loitering without work, etc. The selected agency shall ensure that Blood relatives of the staff already deployed in NMRC are not posted/deployed in NMRC departments/sections. It shall be ensured that the field officer be posted in NMRC with no extra cost to monitor and supervise the activities of your staff deployed in NMRC. Field officer will be responsible for coordinating with NMRC to enable to him to act as per the service requirements of NMRC. It is mandatory that the field officer be deployed in NMRC campus on all the working days including Saturdays during working hours.
17. The selected agency shall designate a coordinator/Field officer, who would be responsible for immediate interaction with the Officer In-Charge at the NMRC, so that the services of the persons deployed by the agency could be availed without any disruption.

18. It shall be mandatory for the selected agency to submit the list of staff deployed in NMRC along with the requisite details to Officer In-Charge, NMRC every month.
19. It shall be mandatory for the selected agency to deploy staff with the proper ID cards on own cost. All staff posted/deployed in NMRC should mandatorily wear ID cards of their agency.
20. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons.
21. It will be the responsibility of the contractor to meet transportation, food, medical and any other requirement of contractor's manpower for carrying out the contract work. NMRC will have no liability in this regard at any stage. It is the responsibility of the contractor to ensure rotation the staff and change the staff as and when required periodically once in one/two years.
22. The selected agency undertakes to comply with all statutes, rules, regulations, and bylaws, during the entire period of this contract.
23. NMRC reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The Managing Director, NMRC is the final authority for settling any disputes and the decision of the Managing Director in this regard shall be final and binding on all.
27. The performance of the selected agency will be reviewed for first 6 months and in case there is deficiency in services or not adhering to the statutory norms of Govt. of India with respect to labour matters the contract will be terminated after giving notice of two months.
28. Discrepancy in payment in the bills has to be notified to NMRC within 60 days from the date of submission of bill to NMRC or 60 days from the corresponding month the bill is claimed.
29. Bonus shall be paid as per The Payment of Bonus Act, 1965 and amount paid shall be reimbursed to the contractor along with service charge as per the contract, on submission of satisfactory proof of payment to the outsourced employees.
30. Gratuity shall be paid as The Payment of Gratuity Act, 1972 and amount paid shall be reimbursed to the contractor. No service charge shall be paid on Gratuity payments to the outsourced employees.

**31. Service Charge:**

The service charge shall be paid only on the outsourced staff gross wages bill including statutory bonus. No service charge shall be paid on insurance premium, Gratuity Payment or any other payments related to the employees. Further, service charge percentage shall remain same during the currency of the contract.

### **32. Penalty**

In case of any breaches in service, the service provider shall be liable to pay a Penalty for an amount of Rs.500 to Rs.800 per day depending on the nature of unsatisfactory service. This amount will be deducted from the due amount including following conditions : -

- a. Absence of staff.
- b. Any indisciplined behavior by the staff.
- c. Discourteous behavior towards any officer or staff of NMRC.
- d. Not carrying out the duties listed in the Scope of Services in a satisfactory manner.
- e. Damage or stealing of any asset or property of NMRC or officers and staff of NMRC.

\*\*\*\*\*X\*\*\*\*\*



## **Section 6 : Special Conditions of the contract for Service Provider**

1. The Service Provider shall, if and when so requested by NMRC, will provide the outsourced manpower at the premises of NMRC, as may be required by NMRC, at the agreed monthly Remuneration. Number of outsourced personnel and Scope of Services is given at Form-11 of the Bid document.
2. Initially, NMRC may recommend taking over the existing deployed staff at the rates/ wages approved by NMRC. Further, fresh deployment may be done as per the prescribed procedure and stipulated wages as described in the bid document. The sole authority is Officer-In-Charge of RFP for any manpower replacement/deployment. Contractor shall not entertain the request of any other officer of NMRC in this regard.
3. All engagement, shortlisting and deployment requests in relation to the outsourced positions of this tender shall be processed through Officer-In-Charge of RFP only.
4. It shall be the responsibility of the Service Provider to search/identify the prospective candidates against the requirement in line with the detailed qualification and experience as described in Form-11. Against each required post CVs in ratio of 1:5 is to be submitted to the Officer-In-Charge of RFP and after shortlisting of the suitable candidates NMRC will provide the list of shortlisted candidates to service provider. The suitability of the candidates shall be adjudged by the NMRC through personal trade test/interview/examination (as found appropriate by NMRC). Suitability of the candidates at certain positions may also be ascertained on the basis of their marks obtain in class 10th, 12th and graduation. It shall be the responsibility of the service provider to verify the qualification and experience of the outsourced manpower. Candidates will be liable for performing the defined functions by NMRC and NMRC reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of NMRC that he/she has misrepresented the fact about his/her qualification/experience, the Service Provider will have to terminate the service of such staff immediately and shall provide suitable replacement within five (05) days' time.
5. In case of employees/staff placed on fixed consolidated pay are entitled for yearly increment of 5% from second year of the contract and for subsequent years. The same will remain applicable in the extended period of the contract. Further, in case the employee/staff is deployed on the minimum wages/rates, the revised wages shall be paid as and when revised by the GoI. Minimum wage rates of Central Govt. shall be applicable.
6. If the performance of the outsourced personnel is unsatisfactory, NMRC shall give a notice of fifteen (15) days to the Service Provider to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after fifteen (15) days of such communication, the Service Provider shall provide a replacement acceptable to NMRC within five (05) days' time.
7. The Service Provider shall make actual disbursement of Remuneration to the outsourced Person in various categories as agreed with NMRC and in no circumstances the actual disbursement shall be less than the agreed amount. Further, salary shall be disbursed not later than 7th day of the wages month. All salary and other related payments should be transferred in the bank account of the outsourced person.
8. The Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are up to the performance standards required by NMRC.

9. The Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by NMRC and shall obtain all necessary registrations, licenses, approvals, and sanctions under the laws applicable. The Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract. The wages shall not be less than minimum wages (central) as per the provision of Minimum Wages Act, 1948.
10. Bonus shall be paid as per The Payment of Bonus Act, 1965 and amount paid shall be reimbursed to the contractor along with service charge as per the contract, on submission of satisfactory proof of payment to the outsourced manpower deployed during the period as per the act.
11. The Service Provider would be required to cover the deployed employees along with their spouse under Group Medical Cover. Further employees are also required to be covered under Group Personal Accident Cover and Group Term Life Cover.

SN.	Medical Insurance Type	Coverage	Amount
1	Group Medical Cover	Self + Spouce	Rs. 2 Lakh
2	Group Personal Accident Policy	Self	Rs. 10 Lakh
3	Group Term Life Insurance	Self	Rs. 10 Lakh

12. The premium shall be sought at least from three reputed insurance companies and the same shall be intimated to NMRC prior to finalization. The Reimbursement of the premium amount shall be paid by NMRC to the service provider, however no consultancy fees on the reimbursement amount shall be charged by the service provider. Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to NMRC and shall act all times to keep the requisite policies validated. The details of insurance coverage as above are as under:
13. The Service Provider should provide a copy of the Contract Agreement entered between him and the outsourced personnel. The copy of receipt of payment, along with attendance sheet, should be submitted by the Service Provider while claiming the amount for each month.
14. No relationship of employer and employee shall be entertained between the NMRC and the outsourced personnel engaged by the Service Provider. The Service Provider shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
15. The Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the NMRC. The NMRC shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose whatsoever nor

would the NMRC be liable for any claim(s) whatsoever of any person(s) of the Service Provider and Service Provider shall keep NMRC totally and completely indemnified against any such claim(s).

16. The Service Provider shall maintain all registers required under various Acts, which may be inspected by the NMRC as well as the appropriate authorities at any time.
17. The central attendance rolls at HQ and station attendance register at station premises for the personnel deployed by the Service Provider and it shall be monitored by the Service Provider. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified by the designated officer of NMRC.
18. Notwithstanding anything herein contained, the Service Provider will be liable to adequately compensate NMRC for any loss or damage occasioned by any act, omission, or lapse on the part of the Manpower Service Provider or of any persons deployed by it pursuant to the Contract.
19. The engagement of outsourced person shall be purely on contract basis. The Service Provider shall always make it absolutely clear to the outsourced personnel hired through them in NMRC that such deputed do not have any claim whatsoever for any regular employment in NMRC. Any outsourced personnel deputed in NMRC can be removed any time by giving notice to the Service Provider and the staff in the circumstances provided herein above. The Service Provider will have to provide suitable replacement acceptable to NMRC within 05 days' time.
20. The outsourced person shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of NMRC.
21. In case the outsourced personnel deployed by the Service Provider is found to be suffering from any disease which renders him unsuitable for the job he/she should be immediately replaced.
22. If the Service Provider fails to comply with the statutory/legal requirement, as stipulated in the terms & conditions of the bidding document within two months from the award of Contract, the Contract is liable to be terminated with one month's notice and Security Deposit be forfeited and, in his place, second lowest or third lowest ranking bidder as the case may be called to replace the terminated Service Provider.
23. The staff employed by the agency shall be required to work normally as per the NMRC working hours. i.e. from Monday to Saturday from 09:30 hrs. to 18.00 hrs with a lunch break of ½ hour from 1330 hrs. to 1400 hrs. The start and closing time may vary with Department/section and the staff should be ready to work for duration of 8.5 hours including 0.5 hour lunch break per day as per the requirement of the department/section.

Rotational / shift wise duties are applicable in JE and Maintainer grade. However, shift roaster may also be applicable in other grades as per the requirement of the corporation. The staff may also be called upon to perform duties on Sunday and other gazetted holidays, if required, by providing compensatory off. No extra wages will be paid for attending the office on such holidays.

24. NMRC List of holidays will be binding on the out sourced staff of the agency.
25. **Casual Leave:** NMRC will allow one and half Casual Leave per month (i.e. 18 CL in one calendar year) for each worker engaged in this contract. The leaves will be credited in the account of the outsourced staff on half yearly basis. 9 CLs will be credited on 1st January and remaining 9 CLs shall be credited on 1st July in the same calendar year. Outsourced staff joining during the year shall be allotted leave quota on pro-rata basis. The unutilized leave will not be carried forward in next calendar year and lapse in the end of the calendar year. There is no provision for

leave encashment.

26. The outsourced staff shall be paid TA of amount Rs. 10.24/km in line with minimum TA rates applicable for maintainers category of NMRC employees. The maximum TA allowance shall be payable for 10 days of tour in a month. Further, the tour period and claim must be certified not below the rank of DGM of any dept. of NMRC and to be submitted to HR dept. for any further process.
27. Contractor must provide suitable relieving manpower in case of absenteeism of any manpower deployed by him so that there is no hamper in work and Contractor should ensure that quality of service is not compromised.
28. The agency should employ personnel who can converse well in Hindi and English languages. In particular, the manpower provided should be able to read and write addresses and names in Hindi & English.
29. The Classification of the category of the contract labours will be based on the Ministry of Labour /Chief Labour Commissioner notification issued from to time.

\*\*\*\*\*X\*\*\*\*\*

## **Section 7: General Conditions of Contract (GCC)**

These conditions shall be part of the contract agreement.

### **1. General Provisions**

#### **• Governing law and jurisdiction**

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

#### **• Notices**

Any notice, request or consent required or permitted to be given or made pursuant to these general conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.

#### **• Authorized Representatives**

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

#### **• Taxes and Duties**

The Agency shall bear and pay all taxes, duties, levies and charges assessed on the Agency, its Sub Agencies or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India, the amount of which is deemed to have been included in the Contract Price.

•The Agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the Agency's in respect thereof, which may arise.

### **2. Commencement, Completion, Modification and Termination of Contract:**

#### **a. Effectiveness of Contract**

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

#### **b. Commencement of Services**

The Agency shall begin carrying out the Services from the date of acceptance of NOA or any such date as specified by the Corporation.

#### **c. Expiration of Contract**

Unless terminated earlier pursuant to Clause f hereof, these general conditions shall expire at the end of such time period as given in the time schedule in RFP Document.

#### **d. Modifications or Variations**

Any modification or variation of the terms and conditions of these general terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

#### **e. Force Majeure**

(i)Definition: For the purpose of these general terms, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

(ii)No Breach of Contract: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

(iii)Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled for time extension for such period.

#### **f. Termination of Contract**

(i) The contract may be terminated before the contract period owing to deficiency in service or substandard quality of the service provided by the selected Company / Firm /Agency. Further, NMRC reserves the right to terminate this contract at any time after giving two months’ notice to the successful bidder.

(ii) Upon termination of this agreement for any reason whatsoever, the termination of this Agreement shall not release Agency to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

### **3. Insolvency and Breach of Contract:**

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

a. If the Agency being an individual or a firm - Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

b. If the Agency being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

c. If the Agency commits any breach of the contract not herein specifically provided for

d. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Agency shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Agency shall, under no circumstances, be entitled to any gain on re purchase.

### **4. Warranty:**

a. The Bidder shall give warranty that the goods shall be new and free from defects and manufacture shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered.

b. If it becomes necessary for the Agency to replace or renew any defective portion/portions of the item under this clause, the provisions of the clause shall apply to the portion/portions of item’s replaced or renewed. If any defect is not remedied

within a reasonable time, the Purchaser may proceed to get the work done at the Agency's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Agency in respect of such defects.

c. Replacement under warranty clause shall be made by the Agency free of all charges at site including freight, insurance and other incidental charges, as the case may be.

## **5. Inspection**

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

## **6. Obligations of the Agency**

a. The Agency/Bidder shall undertake Installation of Supply of Tools and Consumables with due care and diligence in accordance with the Contract.

b. Engagement of Staff and Labour- Except as otherwise stated in the Specification, the Agency shall ensure/ make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, transport, etc.

## **7. Packaging**

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

## **8. Obligations of Corporation**

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

## **9. Fraud and Corrupt Practices**

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

b. Without prejudice to the rights of NMRC under Clause 5.9a hereinabove and the rights and remedies which NMRC may have under the NOA or the Contract Agreement, or otherwise if a Bidder or Agency, as the case may be, is found by NMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Contract Agreement, such Bidder or Agency shall not be eligible to participate in any tender or RFP issued by NMRC during a period of 3 (three) years from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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

i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

- ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - iii. “collusive practices” means a scheme or arrangement between the Agency, with or without the knowledge of the authority, designed to establish prices at artificial, non-competitive levels;
  - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
- d. Measures to be taken:
- i. The Corporation shall have right to cancel the engagement of the Agency, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

## **10. Settlement of Disputes**

### **10.1. Amicable Settlement**

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

### **10.2. Arbitration**

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

### **10.3. Jurisdiction**

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

### **11.10.4. Cost**

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

\*\*\*\*\*X\*\*\*\*\*



**Letter of Proposal Submission**

[Location, Date]

To

**GM/HR**

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

**Subject: Rate Contract for providing Manpower Service (Technical & Non-Technical) in NMRC on contractual basis.**

Sir,

We, the undersigned, offer to Rate Contract for providing outsourced manpower service in NMRC accordance with your RFP Document dated [ Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and 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.

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

We have filled the complete information correctly in **Form-2**

**Authorized signatory**

**Name:**

**Date:**

**Name of Bidder with seal**

**Firm Details and Experience:**

**Form-2**

Sn.	Particulars	Details
1	Name of Manpower Service Provider	
2	Date of Registration/Incorporation	
3	Number of employees as on April, 2024	
4	Detailed office address of the Agency with Office Telephone Number, Fax Number, Mobile Number and E- mail along with name of the contact person	
5	Status of applicant (proprietorship firm/partnership firm/ private limited/LLP/(attach documentary evidence)	
6	Types of the manpower provided and their number	
7	Banker of the service provider	
8	PAN/TAN/GIR No (Attach attested copy)	
9	Registration under the Contract Labour Act.1970 (Copy of certificates of registration to be enclosed)	
10	Labour License Number (copy to be enclosed)	
11	Good Service Tax Registration No. (copy to be enclosed)	
12	EPF Registration Number (copy to be enclosed)	
13	ESI Registration Number (copy to be enclosed)	
14	Details of number of years' experience in the relevant field	
15	Name of the government departments, public sector companies, public sector banks and government autonomous organizations, and details of contact person to whom manpower was provided.	
16	Type of Manpower provided	
17	Annual turnover of last three financial years i.e. ( for yr. 2020-21, 2021-22, 2022-23)	
18	<p>Total experience in providing manpower services to government departments, public sector companies, public sector banks and government autonomous organizations:  <i>(While calculating such experience, Only single work order (of highest value) of similar nature from single client for a particular year or more than one year will be reckoned as one experience only. The same shall be adjudged on the basis of work completion certificate.)</i></p> <p>i. 7 marks for each contract of value above Rs. 2.01 Crore.                      ii. 5 marks for each contract of value between Rs. 1.1 Crore to 2 Crore.                      iii. 3 marks for each contract of value between Rs. 51 Lakhs to 1 Crore.                      iv. 1 marks for each contract of value not more than Rs. 50 Lakhs.</p>	<p>Detailed sheet for the purpose of calculation may be provided and all work completion certificates are need to be attached as proof.</p>
19	Turnover of last three Financial Year (i.e. FY 2020-21 to FY 2022-23 or as the case may be), of the bidding entity	

**Experience Details**

Give details of such contracts undertaken by Manpower Service Provider in the following format:

Sl. No.	Name of Client, address, Contact details	Manpower Service Provided		Duration of Contract		<b>Contract Value</b>  i. each contract of value above Rs. 2.01 Crore.  ii. each contract of value between Rs. 1.1 Crore to 2 Crore.  iii. each contract of value between Rs. 51 Lakhs to 1 Crore.  iv. each contract of value not more than Rs. 50 Lakhs.  (Separate sheets of experience in relation to point no (i) to (iv) above is to be provided)
		Type of manpower provided	No.	From	To	
1						
2						
3						

1. Service Provider must attach work completion certificate and related copies of Work Orders / Contracts/ LoAs/ etc. as proof for each contract. Value and validity of the contract shall be determined on the basis of work completion certificate.

**Firm Details:**

1.	<p><b>Title and name of the Project:</b>  <b>Manpower Service Provider (Technical &amp; Non-Technical) in NMRC on Contractual basis</b></p>
2.	<p>State the structure of the Bidder's organization (Bidders to complete/delete as appropriate)                  Sole Bidder</p>
3.	<p>For Bidders who are individual companies or firms, state the following:                  Name of Company or firm: .....                  Legal status: (e.g. incorporated private company, proprietorship, etc.)                  .....                  Registered address: .....                  Year of incorporation.....                  Principal place of business: .....                  Contact person: .....                  Contact person's title: .....                  Address, telephone, facsimile number and e-mail ID Of contact person:                  .....                  .....                  .....</p>

**Signature of the Authorized Signatory Name Designation Name of  
the Bidding Entity**

**Capability Statement**

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

Tender Reference No: \_\_\_\_\_

Name of Work: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

SN	Eligibility Criteria		(To be filled by the Bidder)
1	Sole proprietorship, registered partnership firm, LLP, public limited company, private limited company can submit the Bid. The firms and the companies should be registered in India.		
2	The Bidder should have a minimum experience of having satisfactorily completed similar works during last 7 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 <b>Rs. 8.93 Crores</b> (Eight Crore and Ninety Three Lakh only)  II. Two similar completed works each costing not less than the amount equal to <b>Rs. 5.58 Crore</b> (Five Crore and Fifty Eight Lakh only) or  III. Three similar completed works each costing not less than the amount equal to <b>Rs. 4.46 Crore</b> (Four Crore and Forty six Lakh only)	<b>7 years</b>	

SN	Eligibility Criteria		(To be filled by the Bidder)
3	The Bidder should have minimum Average Annual Turnover of <b>Rs. 2.98 Crore</b> (Two Crore and Ninety Eight Lakh only) in the last 3 (three) Financial Years (2020-2021, 2021-2022, 2022-2023)preceding the Bid Due Date.	FY 2022-23 FY 2021-22 FY 2020-21 Total	
4	The Bidder should have minimum Net Worth of <b>Rs. 74.40 Lakh (Seventy Four Lakh Forty Thousand only) in last audited Financial Year.</b>	FY 2022-23	
5	The Bidder should have Positive Profit before Tax in at least 2 (two) years, out of the last 5 (five) Financial Years (2018-19, 2019-20, 2020-2021, 2021-2022, 2022-2023)		
6	The Bidder should be registered with the Goods and Services Tax Authorities. (GST Number to be mentioned)		
7	<b>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. The contracts have not been terminated/ foreclosed by any company / department due to non- fulfillment of Contractual obligation in last 5 (five) financial years.</b>		
8	The bidder should have minimum working capital of <b>Rs 53.14 Lakh</b> (Rupees Fifty three Lakh Fourteen Thousand Only) in the last audited financial year (2022-23).		

**PRICE BID**

To,  
**GM/ HR**  
 Noida Metro Rail Corporation  
Ganga Shopping Complex, Sector-29, Noida -201301,  
District Gautam Buddha Nagar, Uttar Pradesh, India

Subject: Price Bid for engagement of Manpower Service Provider (Technical & Non-Technical) in NMRC on contractual basis.

Sir,

With reference to RFP dated 07.06.2024 on the subject mentioned above, I/ We quote following Bid Price:

Sr. No	Category	Present Numbers of Post	Approx. gross wages per month (Incl. statutory dues)	Total Amount. (Monthly)
1.	Junior Engineer	10	44,493	4,44,930
2.	Maintainer	30	32,338	9,70,140
4.	Skilled	25	26,598	6,64,950
5	Semi-skilled	1	24,362	24,362
6	Unskilled	14	22,813	3,19,382
<b>Total Monthly Remuneration</b>				24,23,764
Percentage of Service Charge (in digits)				_____ %
Percentage of Service Charge (in words)				

Note:-1. The rates are exclusive of GST. The GST at prevailing rate, if applicable will be paid by bidders as per statutory requirement and will be reimbursement by NMRC on production of documentary evidence of payment i.e. Challans.

- The above mentioned wages are for estimate purpose (highest as per category) only, as on today. However, actual admissible salary/wages to be paid as per revision from time to time.
- The minimum service charge %age fixed by NMRC is 3.85% and the maximum service charge fixed is 7.00%. (For detail, sub clause d (11) of clause 4.5 under section 4 of RFP). If a tenderer quotes 'below minimum service charge %age i.e. 3.85% and quotes above the maximum service charge %age i.e. 7.00%, then his Financial Bid shall be treated as non-responsive and will not be considered and EMD will be forfeited.**

I/We accept all the terms and conditions of your Bidding document referred to above. I/ We understand you are not bound to accept any proposal you receive.

**Yours faithfully,**

**Authorized Signatory**  
**(with Name, designation, Contact no. and Seal of the Bidding Entity)**

**Financial Capability Details**

This is to certify that the Average Annual Turnover, Net Worth and Profitability of M/s ..... having registered office at ..... , as applicable, is as below:

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

S.No.	Financial Year	Name of Bidder	Net Worth (in Rs.)
1	2022-23		

S.No.	Financial Year	Name of Bidder	Profitability (in Rs.)
1.	2022-23		
2.	2021-22		
3.	2020-21		
4.	2019-20		
5.	2018-19		

S.No.	Financial Year	Name of Bidder	Liquidity (in Rs.)
1	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 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 and FY 2022-23 is correct.

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



**Memorandum**

**Name of Work: Manpower Service Provider (Technical & Non-Technical) in NMRC on Contractual basis.**

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:

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 **“Manpower Service Provider (Technical & Non-Technical) in NMRC on Contractual basis”** 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 executants  
company] through the hand of  
Mr. ....  
duly authorized by the Board to issue such Power of Attorney  
Dated this ..... day of .....

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

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

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

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

Designation.....

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

Designation.....

**Notes:**

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

**Saleable Form for Tender Document**

Job No. ....

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

**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

**Declaration of Refund of Earnest Money**

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

1	<b>Bidder Name</b>	<input type="text"/>
2	<b>Bidder Address</b>	<input type="text"/>
3	<b>Bank Name</b>	<input type="text"/>
4	<b>Bank Branch</b>	<input type="text"/>
5	<b>A/c No</b>	<input type="text"/>
6	<b>IFSC Code</b>	<input type="text"/>
7	<b>PAN No.</b>	<input type="text"/>
8	<b>Tin/TAN No.</b>	<input type="text"/>
9	<b>GST No.</b>	<input type="text"/>
10	<b>Phone No.</b>	<input type="text"/>
11	<b>Mobile No.</b>	<input type="text"/>
12	<b>Email-Id</b>	<input type="text"/>
13	<b>Type of Account</b>	<input type="text"/>

FOR OFFICE USE ONLY

14	<b>Party Unique Id</b>	<input type="text"/>
----	------------------------	----------------------

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

**Date:**

**Signature with Stamp/Seal**

**Forma for Clarifications / Amendments on the RFP**

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

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

\*\*\*\*\*X\*\*\*\*\*

**SCOPE OF SERVICES: Qualification and Experience of the Manpower**

Post	Remuneration	Qualification
Junior Engineer	Consolidated Pay of INR 35,000 per month. EPF as applicable on minimum rate.	Three years Engineering Diploma in Electrical, Electronics & Communication, Civil, Mechanical /equivalent trade from a Govt. recognized University/Institute
Maintainers	Consolidated Pay of INR 25,000 per month. EPF as applicable on minimum rate.	ITI (NCVT/SCVT) in Electrical, Fitter, Electronic Mechanic, Ref & AC.
Finance & Accounts Assistant	Consolidated Pay of INR 30,000 per month. EPF as applicable on minimum rate.	B.Com/equivalent from a Govt. Recognized University/Institute.  Candidates who have qualified CA/CMA (inter) may also apply
HR Assistant	Consolidated Pay of INR 30,000 per month. EPF as applicable on minimum rate.	MBA (HR) from a Govt. recognized university/institute  OR  PG Diploma (2 year) with specialization in HR from a Govt. recognized university/institute
Legal Assistant	Consolidated Pay of INR 30,000 per month. EPF as applicable on minimum rate.	Bachelor's Degree in Law from a Govt. recognized university/institute
General Assistant, PA, Typist, Data Entry Operator, Computer Operator, Hindi Translator etc.	As per Minimum wages rate applicable from time to time for Skilled/Clerical Category.	Graduate from recognized University/Institute. Must be able to read and write Hindi & English and have good physique.
Jr. Office Assistant	As per Minimum wages rate applicable from time to time for Semi-Skilled Category.	Pursuing graduation courses from recognized board of school education. Must be able to read and write Hindi & English and have good physique.
Driver	As per Minimum wages rate applicable from time to time for Skilled Category.	8 <sup>th</sup> pass from recognized board of school education. Must be able to Speak, read and write Hindi and have good physique. Must have valid Driving License with accident free track record.
Helper	As per Minimum wages rate applicable from time to time for Unskilled Category.	8 <sup>th</sup> pass from recognized board of school education. Must be able to read and write Hindi & English and have good physique.

Housekeeping Staff	As per Minimum wages rate applicable from time to time for Unskilled Category.	5 <sup>th</sup> pass from recognized board of school education. Must be able to read and write Hindi & English and have good physique.
--------------------	--	--

**Note:**

1. The qualification and other conditions are tentative in nature and may change as per requirement of NMRC.
2. Bonus shall be paid as per The Payment of Bonus Act, 1965 and amount paid shall be reimbursed to the contractor along with service charge as per the contract, on submission of satisfactory proof of payment to the outsourced employees.
3. Gratuity shall be paid as The Payment of Gratuity Act, 1972 and amount paid shall be reimbursed to the contractor. No service charge shall be paid on Gratuity payments to the outsourced employees.

\*\*\*\*\*X\*\*\*\*\*



**Undertaking**

**Name of Work: Manpower Service Provider (Technical & Non-Technical) in NMRC on Contractual basis. I**  
confirm that We (Tenderer),\_\_

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

**Authorized signatoryName:**

**Date:**

**Name of the Bidder with seal**

**Sample illustration for calculation of Technical suitability of the agency/firm.**

**Case 1:** When firm meets all eligibility criteria with highest standard requirement:

Sr. No.	Criteria	Maximum Tech. Score	Case 1 Illustration	Tech. Score Obtained
1	Total Experience in providing manpower services – 7 marks for qualifying minimum eligibility period i.e. 7 years (1 marks for each yr.). Thereafter, additional 2 marks for each completed year of experience over minimum qualifying period i.e. 7 years will be given. The highest threshold of the marks shall be of 14 Marks (i.e. 7 year + 7 years = 14 years of experience).	21	Having 7+7 years of relevant experience in providing manpower services	(7years + 7 yrs. exp)  7 + (2*7) = 21
2	Total experience in providing manpower services to government departments, public sector companies, public sector banks and government autonomous organizations on contract basis: <i>(While calculating such experience, more than one similar successfully completed contract given to a firm in one work order/ contract agreement during a particular year or more than one year will be reckoned as one experience only)</i>  i. 7 marks for each contract of value above Rs. 2.01 Crore. ii. 5 marks for each contract of value between Rs. 1.01 Crore to 2 Crore. iii. 3 marks for each contract of value between Rs. 51 Lakhs to 1 Crore. iv. 1 mark for each contract of value not more than Rs. 50 Lakhs.	49	Experience of 7 number of contracts and each contract of value not less than Rs. 2.1 Crore to 4 Crore as per point (i)	7 x 7 = 49
3	Turnover of last three Financial Year of the bidding entity - 5 marks for each additional turnover for Rs. Fifty (50) lakhs beyond turnover of Rs. 2.96 Crore for each financial year (Yr. 2020-2021, Yr. 2021-22, Yr. 2022-23)	15	Turnover of the firm for Yr. 2020-21 – 3.5 Cr. - <b>5 Marks</b> Yr. 2021-22 – 4 Cr. - <b>5 Marks</b> Yr. 2022-23 – 5 Cr. - <b>5 Marks</b>	5*3 = 15
4	Financial status (Profit or loss of the firm during the last 3 financial years) - 5 marks for each year, if there was profit as per the audited accounts.	15	Profit before Tax is <b>positive</b> during the last three financial years	5*3= 15
	<b>Total Tech. Score</b>	<b>100</b>		<b>100</b>

**Result: QUALIFIED AS TECHNICAL BIDDER.**

**Case 2:** When firm meets all eligibility criteria with experience of LOWEST CONTRACT VALUE orders in govt. organization but meeting all other criteria on highest standard requirement:

Sr. No.	Criteria	Maximum Tech. Score	Case 1 Illustration	Tech. Score Obtained
1	Total Experience in providing manpower services – 7 marks for qualifying minimum eligibility period i.e. 7 years (1 marks for each yr.). Thereafter, additional 2 marks for each completed year of experience over minimum qualifying period i.e. 7 years will be given. The highest threshold of the marks shall be of 14 Marks (i.e. 7 year + 7 years = 14 years of experience).	21	Having 7+7 years of relevant experience in providing manpower services	7years + 7 yrs. exp.)  7 + (2*7) = 21
2	Total experience in providing manpower services to government departments, public sector companies, public sector banks and government autonomous organizations on contract basis: <i>(While calculating such experience, more than one similar successfully completed contract given to a firm in one work order/ contract agreement during a particular year or more than one year will be reckoned as one experience only)</i>  i. 7 marks for each contract of value above Rs. 2.01 Crore. ii. 5 marks for each contract of value between Rs. 1.01 Crore to 2 Crore. iii. 3 marks for each contract of value between Rs. 51 Lakhs to 1 Crore. iv. 1 mark for each contract of value not more than Rs. 50 Lakhs..	49	Experience of 7 <b>number</b> of contracts and each contract of value not less than Rs. 50 Lakhs, as per point no. (iv)	7 x 1 = 7
3	Turnover of last three Financial Year of the bidding entity - 5 marks for each additional turnover for Rs. Fifty (50) lakhs beyond turnover of Rs. 2.96 Crore for each financial year (Yr. 2020-2021, Yr. 2021-22, Yr. 2022-23)	15	Turnover of the firm for Yr. 2020-21 – 3.5 Cr. - <b>5 Marks</b> Yr. 2021-22 – 4 Cr. - <b>5 Marks</b> Yr. 2022-23 – 5 Cr. - <b>5 Marks</b>	5*3 = 15
4	Financial status (Profit or loss of the firm during the last 3 financial years) - 5 marks for each year, if there was profit as per the audited accounts.	15	Profit before Tax is <b>positive</b> during the last three financial years	5*3= 15
	<b>Total Tech. Score</b>	<b>100</b>		<b>58</b>

Result: **NOT QUALIFIED AS TECHNICAL BIDDER.**

**Case 3:** When firm meets all eligibility criteria with mix match requirements:

Sr. No.	Criteria	Maximum Tech. Score	Case 1 Illustration	Tech. Score Obtained
1	Total Experience in providing manpower services – 7 marks for qualifying minimum eligibility period i.e. 7 years (1 marks for each yr.). Thereafter, additional 2 marks for each completed year of experience over minimum qualifying period i.e. 7 years will be given. The highest threshold of the marks shall be of 14 Marks (i.e. 7 year + 7 years = 14 years of experience).	21	Having 7 of relevant experience in providing manpower services	7
2	Total experience in providing manpower services to government departments, public sector companies, public sector banks and government autonomous organizations on contract basis: <i>(While calculating such experience, more than one similar successfully completed contract given to a firm in one work order/ contract agreement during a particular year or more than one year will be reckoned as one experience only)</i>  i. 7 marks for each contract of value above Rs. 2.01 Crore. ii. 5 marks for each contract of value between Rs. 1.01 Crore to 2 Crore. iii. 3 marks for each contract of value between Rs. 51 Lakhs to 1 Crore. iv. 1 mark for each contract of value not more than Rs. 50 Lakhs.	49	Having experience of  <b>1 number</b> of contracts and each contract of value between Rs. 2.1 Crore to 4 Crore, as per point no. (i)  <b>2 number</b> of contracts and each contract of value between Rs. 1.1 Crore to 2 Crore, as per point no. (ii)  <b>1 number</b> of contracts and each contract of value between Rs. 51 Lakh to 1 Crore, as per point no. (iii)  <b>3 number</b> of contracts and each contract of value not more than Rs. 50 Lakh, as per point no. (iv)	7 x 1 = 7  5 x 2 = 10  3 x 1 = 3  1 x 3 = 3  Total Marks = 23
3	Turnover of last three Financial Year of the bidding entity - 5 marks for each additional turnover for Rs. Fifty (50) lakhs beyond turnover of Rs. 2.96 Crore for each financial year (Yr. 2020-2021, Yr. 2021-22, Yr. 2022-23)	15	Turnover of the firm for Yr. 2020-21 – 3.5 Cr. - <b>5 Marks</b> Yr. 2021-22 – 4 Cr. - <b>5 Marks</b> Yr. 2022-23 – 5 Cr. - <b>5 Marks</b>	5*3 = 15
4	Financial status (Profit or loss of the firm during the last 3 financial years) - 5 marks for each year, if there was profit as per the audited accounts.	15	Profit before Tax is <b>positive</b> during the last three financial years	5*3= 15
<b>Total Tech. Score</b>		<b>100</b>		<b>60</b>

Result: **QUALIFIED AS TECHNICAL BIDDER.**

**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 and Experience		
5	Form 3: Capability Statement		
6	Form 4: Price bid		
7	Form 5: Financial Capability Details		
8	Form 6: Memorandum		
9	Form 7: Power of Attorney		
10	Form 8: Saleable Form for Tender Document		
11	Form 9: Declaration of Refund of Earnest Money		
12	Form 10: Performa for Clarifications / Amendments on the RFP		
13	Form 11: SCOPE OF SERVICES: Qualification and Experience of the Manpower		
14	Form 12: Undertaking		
15	Form 13: Sample illustration for calculation of Technical suitability of the agency/firm.		
16	Form 13: Bid Details		
17	Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc.		
18	Form 5: Financial Capability Details A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years		
19	Self- attested copy of PAN,ITR		
20	Self –attested PF/ESIC Challans copy of yr. 2022-23		
21	Any other document asked by the Purchaser if submitted, specify the documents Or Any other document which the Tenderer considers relevant		