NOIDA METRO RAIL CORPORATION LIMITED

REQUEST FOR PROPOSAL (RFP)

E tender No. NMRC/PSD/2024/326

AMC of Platform Screen Door System at Noida-Greater Noida Metro Aqua Line

JUNE 2024

Issued by:

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

Disclaimer

This Request for Proposal (RFP) Document (or "E-Tender" or "E-Bid") for "**AMC of Platform Screen Door System at Noida-Greater Noida Metro Aqua Line**" contains brief information about the scope of work and selection process for the Bidder ('the Vendor' or "the Contractor" 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.

Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited may deem fit without assigning any reason thereof.

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

Glossary

a) "**Addendum / Amendment**" means any written amendment / addendum /corrigendum to this RFP, from time to time issued by Noida Metro Rail Corporation Limited to the prospective bidders;

b) **"Agreement"** means the Contract Agreement to be executed between Noida Metro Rail Corporation Limited and the selected bidder.

c) **"Applicable Laws"** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

d) **"Bidder"** or **"Tenderer"** means Sole proprietorship, registered partnership firm, public limited company or private limited company and its Successor in title and assigns which is submitting its 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(Notice of Award)

g) **"Earnest Money Deposit (EMD)"** means the refundable amount to be submitted by the Bidder along with tender documents to Noida Metro Rail Corporation Limited

h) "**Engineer/Engineer-in-charge**" means any person nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract.

i) **"Interest Free Security Deposit/ Performance Security"** means interest free amount to be deposited by the Contractor with Noida Metro Rail Corporation Limited as per terms and conditions of Contract Agreement as a security against the performance of the Contract agreement.

j) **"Noida Metro Rail Corporation Limited"** means Noida Metro Rail Corporation Limited (or "Corporation")

k) **"Party"** means Contractor or Corporation (together they are called **"Parties")**

l) **"Performance Bank Guarantee/ Security Deposit"** means interest free amount to be deposited by the Contractor with Noida Metro Rail Corporation Limited as per terms and conditions of Contract Agreement as a security against the performance of the Contract agreement

m) **"Permits"** shall mean and include all applicable statutory, environmental or regulatory Contracts, authorization, permits, consents, approvals, registrations and franchises from concerned authorities

n) **"Re. or Rs. or INR"** means Indian Rupee.

o) **"Revenue Operations Date (ROD)"** means the date of operation of metro

p) **"Selected Bidder"** means the bidder who has been selected by Noida Metro Rail Corporation Limited, pursuant to the bidding process for award of Contract.

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

Data Sheet

1	Name of the Bid	AMC of Platform Screen Door System at Noida-Greater Noida Metro Aqua Line
2	Approximate Cost of Work (including optional item cost for 2nd and 3rd year of AMC)	INR 9,82,89,898/-(including GST)
3	Time-period of contract	36 Months
4	Method of selection	Cost Based Selection (Lowest –L1)
5	Tender Cost	INR 23600/- (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)	INR 9,83,000.00/-
7	Financial Bid to be submitted together with Technical Bid	Yes (Two Packet System)
8	Name of the Corporation's Official for addressing queries and clarifications	General Manager/Project, Noida Metro Rail Corporation Limited, Block III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcsignaling@gmail.com Website:www.nmrcnoida.com, http://etender.up.nic.in
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	**Schedule of Bidding Process**	
	Task	Key Dates (Tentative)
	Uploading of Bid	12/06/2024
	Pre-bid Meeting	19/06/2024 11:00 hrs (IST)
	Last date of receipt of Pre-bid Queries	20/06/2024
	Last Date of Bid Submission	12/07/2024, 15:00 hrs (IST)
	Date and time of Technical Bid Opening	12/07/2024 15:30 hrs (IST)
13	JV/ Consortium to be allowed	NO
14	Account details	**For Bid Processing Fee & EMD** State Bank of India (04077) – Sector 18, Noida, Gautam Buddh 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 Directorate Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category and have valid registration certificate as on date of tender submission.

The MSEs would not be eligible for exemption of EMD 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 tenderer seeking exemption from 'EMD', being MSEs, shall ensure their eligibility w.r.t. above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration and Terminal Validity of registration.

In absence of any of the above requirements no exemption for 'EMD' will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSME.
No further clarification shall be sought on the above.

Bidder to whom exemption is allowed, are required to submit declaration for bid security as per Performa at Form 15

In case the bidder who has been exempted Tender Cost/EMD 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/ EMD.

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.

Table of Contents

Disclaimer 2
Glossary 3
Data Sheet 4
Section 1: General Information 9
1.1 Background 9
1.2 About Locations 9
1.3 Communication 9
Section 2: Terms of Reference 10
2.1 Tenure: 10
2.2 General 10
2.3 Scope of Work 11
2.3.1 ACTIVITY 1- Scheduled & Corrective Maintenance of PSD and ADS 11
2.3.2 ACTIVITY 2 – Planning and Procurement of Spare for PSD system 16
2.3.3 ACTIVITY 3- Provision and Management of staff at PSD installed stations for Scheduled maintenance 16
2.3.4 Optional Clause 17
2.3.5 Tools & Plants 17
2.3.6 List of Assets to be maintained 18
2.3.7 A Typical PSD Platform/ Layout 23
2.3.8 Documentation 24
2.3.9 Communication and Reporting 24
2.3.10 Transportation 24
2.3.11 Escalation Charges 25
2.3.12 Post Contract handover 25
2.3.13 Confidentiality 25
2.3.14 Do's and Don'ts for contractor Staff 25
2.3.15 Safety 26
2.3.16 Accidents 26
2.3.17 Manpower & Minimum Qualification Requirement 26
2.3.18 Penalties and Deduction 28
Section 3: Instructions to Bidders 29
3.1 General instructions 29
3.1.1 Cost of Bid Document / e-Tender processing Fee 29
3.1.2 Acknowledgement by Bidder 30
3.1.3 Availability of Bid Document 30
3.1.4 Clarifications of e-Bid 30
3.1.5 Amendment of e-Bid Document 31
3.2 Preparation and submission of Bids 31
3.2.1 Language of e-Bid 31
3.2.2 Documents constituting the e-Bid 32
3.2.3 Documents establishing Bidder's Qualification 32
3.2.4 E-Bid form 32
3.2.5 E-Bid Currency 32
3.2.6 Formats and Signing of e-Bid 32
3.2.7 Deadline for submission of e-Bid 33
3.2.8 Submission of e-Bid 33
3.2.9 Instruction for Bidders 33
3.2.10 Late e-Bid 34

3.2.11 Withdrawal and re-submission of e-Bid 35
3.2.12 Noida Metro Rail Corporation Limited's right to accept any e-Bid and to reject any or all e-Bids 35
3.2.13 Period of validity of e-Bid 36
3.2.14 Correspondence with the Bidder 36
3.3 Earnest Money Deposit (EMD) 36
3.4 Opening and Evaluation of Bids 37
3.4.1 Opening of technical e-Bid by Noida Metro Rail Corporation Limited 37
3.4.2 Opening of financial e-Bid 37
3.4.3 Correction of Errors 38
3.4.4 Examination of e-Bid document 38
3.4.5 Contacting Noida Metro Rail Corporation Limited 38
3.4.6 Confidentiality 38
3.5 Award of Contract 39
3.5.1 Award Criteria 39
3.5.2 Notice of Award (NOA) 39
3.5.3 Signing of contract 39
3.5.4 Noida Metro Rail Corporation Limited's right to accept any e-Bid and to reject any or all e-Bids 39
Section 4: Eligibility, Evaluation and Selection Process 40
4.1 Eligibility Criteria 42
4.2 Information of the Technical and Financial Proposal 41
4.2.1 Selection of Bidder 41
4.3 Notice of Award and Execution of Contract Agreement 42
4.4 Performance Bank Guarantee / Security Deposit 42
4.5 Contract during Proposal Evaluation 43
4.6 Project Financial Terms 43
Section 5: Conditions of Contract 45
5.1 General Provisions 45
5.2 Commencement, Completion, Modification and Termination of Contract 46
5.3 Insolvency and Breach of Contract 47
5.4 Obligations of the Agency 48
5.5 Obligations of Corporation 48
5.6 Fraud and Corrupt Practices 48
5.7 Settlement of Disputes 48
5.8 Performance Security 50
5.9 Sub-Contracting 50
5.10 Protection of the Environment 50
5.11 Labour Law 50
5.12 Submission by Contractor along with Quarterly Bill 51
5.13 Entry Exit Pass 51
Section 6: Draft Contract Agreement 52
Section 7: Forms 55
7.1 Form 1: Letter of Proposal Submission 55
7.2 Form 2: Firm Details 56
7.3 Form3: Capability Statement 57
7.4 Form 4: Work Experience 59
7.5 Form 5: Financial Capability Details 60
7.6 Form 6: Bid Validity 62
7.7 Form 7: Undertaking 63
7.8 Form 8: Power of Attorney 64
7.9 Form 9: Saleable Form for Tender Document 66

7.10 Form 10: Declaration of Refund of Earnest Money 67
7.11 Form 11: Proforma for Clarifications / Amendments on the RFP 68
7.12 Form 12: Bid Offer/ BOQ (Format) 69
7.13 Form 13: Format to Submit Performance Bank Guarantee (PBG) 72
7.14 Form 14: Bid Details 74
7.15 Form 15: Declaration for Bid Security 75

Section 1: General Information

1.1 Background

1.1.1 Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure.

1.1.2 Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. The Company desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Company is to help create and maintain an efficient, safe, reliable, economical and affordable public transport system.

1.1.3 An elevated metro line between Noida and Greater Noida is already in operation for providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.

1.1.4 Noida Metro Rail Corporation Limited invites E-Bids for selection of Contractor for granting the Contract for AMC for PSD system in Noida Metro Rail Corporation Limited.

1.1.5 In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this Request for Proposal Document.

1.1.6 Noida Metro Rail Corporation Limited will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted. Financial proposal of only qualified Bidders will be opened.

1.1.7 The Successful Bidder shall provide the services as described in Section 2: Terms of Reference.

1.2 About Locations

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

1.3 Communication

All communications should be addressed to:

General Manager/Project,
Noida Metro Rail Corporation Limited,
Block III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301
Email: nmrcsignaling@gmail.com

Section 2: Terms of Reference

2.1 Tenure:

The term shall be up to Three (03) Years from contract signing, unless otherwise terminated by the Parties in accordance with the terms. AMC contract will be awarded for Three (03) Years.

2.2 General

2.2.1 Annual Maintenance Contract of **Platform Screen Door System** installed at 21 Elevated Stations shall be done in accordance with the Employer's Requirements and the other requirements of the Contract.

2.2.2 Annual Maintenance Contract of **Platform Screen Door System** installed at 21 Elevated Stations shall be of the highest standards available using proven up-to-date good maintenance practices. The Specification shall in any case not specify standards which, in the Engineer's opinion, are less than or inferior to those described in the Term of reference contained in the Tender Documents.

2.2.3 Contractor will have to develop a strong service network and should have well qualified trained maintenance team for the Platform Screen Door system.

2.2.4 The Maintenance team should be well equipped with requisite tools, personal protective equipment, testing instruments and all other miscellaneous materials to troubleshoot the defective equipment and check the functionality & performance of the equipment.

2.2.5 The location of the contractor's office and store would be well notified by the contractor to Noida Metro Rail Corporation Limited and the authorized representative of Noida Metro Rail Corporation Limited will have full authority to inspect the store for inspection of availability of required consumables, tools and testing instruments. The testing instruments and measuring instruments should be calibrated.

2.2.6 Contractor will have to maintain sufficient stock of all types of consumables in store required to maintain all the systems included in the scope of work. The consumables consumed should regularly be recouped to ensure the availability of all the tools and consumables. The contractor shall submit the details of all tools and consumables available in the stock on a quarterly basis.

2.2.7 The contractor shall redo the maintenance activity related to the facilities even after the scheduled completion of the maintenance, if required to be, for the normal functioning of the equipment.

2.2.8 Any failures/ anomalies/abnormalities observed during preventive maintenance or fitness check shall be rectified by the contractor itself duly reporting to the Employer.

2.2.9 The contractor shall follow the Noida Metro Rail Corporation Limited's integrated master maintenance plan (Annexure "A") as a minimum covering all preventive maintenance schedules. This schedule will be the basis for the weekly planning of the activities.

2.2.10 The documentation of the schedule maintenance shall be maintained by the contractor meticulously and shall be submitted to the employer for audit as and when demanded.

2.2.11 The advanced planning and resource mobilization for the performance of the scheduled preventive maintenance shall be performed by the contractor meticulously to perform the work with desired quality in the allotted time.

2.2.12 The contractor shall attend a weekly/monthly meeting with the employer and submit the report of the maintenance carried out on a weekly/monthly basis covering all the maintenance performed, failures observed and rectified during this period. The contractor shall also attend a meeting with the employer whenever told by the employer to discuss any major failure.

2.2.13 Further on completion of the AMC period the contractor shall hand over the assets in healthy condition to Noida Metro Rail Corporation Limited**.** In case the contractor fails to hand over the assets to Noida Metro Rail Corporation Limited in healthy condition, Noida Metro Rail Corporation Limited reserves the right to rectify the same at complete risk and cost of the contractor.

2.3 Scope of Work

(i) The scope of work includes carrying out of schedule Maintenance activities for the PSD (Platform Screen Doors) system at 21 stations of NGN Line having 44 platforms and prototype at depot for a period of 03 years from the tender award date.

(ii)The AMC work is to be carried out to ensure no hindrance or obstruction to the movement of trains on account of PSD at these stations.

(iii) The PSD system installed at the NGN corridor is SIL-2 certified and its interface is with Signalling system which is a SIL-4 certified.

(iv) The activities which shall be a part of the AMC for the PSD system to be carried out over the duration of 03 years under the Contract are as follows –

2.3.1 ACTIVITY 1- Scheduled & Corrective Maintenance of PSD and ADS

2.3.1.1 Corrective maintenance includes immediate rectification of all PF PSD and ADS-related failures at stations and OCC level and Prototype PSD failure at depot during the day revenue hours without affecting train operation. The Corrective maintenance also includes rectification of all PSD and ADS-related failures in non-revenue hours which can't be rectified or temporarily rectified during revenue hours. All hardware replacement will be part of corrective maintenance including replacement of ASD/FS/PED glass & cables.

2.3.1.2 The Contractor shall ensure the manning of a minimum of 2 experienced staff in each shift during revenue hour for troubleshooting of PSD and ADS system failure.
Following things to be noted:
1. Revenue hour failure independent of Track access to be rectified/addressed immediately in presence of Noida Metro Rail Corporation Limited Staff.
2. Track access-dependent corrective maintenance to be rectified in the next immediate night block subject to a maximum of two-night blocks.

2.3.1.3 The Contractor shall maintain a proper record of all failures station wise and detailed failure reports (specifying the cause of the failure and the mitigation strategy to ensure failure does not repeat) shall be submitted by the Contractor to Noida Metro Rail Corporation Limited on weekly basis.

2.3.1.4 Preventive maintenance includes all the activities required to be carried out during night blocks at the station level (i.e. for PSD equipments installed at Platforms or inside SCR/Technical rooms). This includes all the necessary manpower, tools and consumables required for carrying out the Preventive maintenance activities. It shall however be the responsibility of Noida Metro Rail Corporation Limited staff to issue PTW for night blocks to the Contractor for carrying out the preventive maintenance activities. In addition to that Contractor shall apply daily PTW to signalling department for carrying out both corrective and preventive maintenance.

2.3.1.5 In case of replacement, the Contractor shall use new component from Noida Metro Rail Corporation Limited spare stock and after replacement shall hand over the original faulty component to Noida Metro Rail Corporation Limited**.** It shall be the duty of the contractor to receive and transport spares from Noida Metro Rail Corporation Limited store to site location.

2.3.1.6 Schedule Maintenance checks as per Noida Metro Rail Corporation Limited Check list:

Work to be done on Daily, Monthly, Quarterly and Yearly basis:

i) Maintenance of system as per their monthly, quarterly and yearly schedule, update checklist as mentioned in this tender (Annexure “A”) for each station and provide compliance when and where required maintaining proper record. Annexure “A” is subject to vary on basis of system requirement and experience gained during maintenance.

ii) To clean all equipment if so required.

iii) To carry out corrective maintenance pertaining to the schedule maintenance performed in order to provide compliance of the abnormalities found during schedule maintenance.

iv) To keep and maintain record of all the major events in the history register for their maintenance, faults and other characteristics shown during their operation/maintenance.

v) Any other work required for the equipment for proper functioning time to time.

vi) To check the safety controls of the various equipment.

Annexure "A"

PSD Daily Inspection Check List			
Station Name			
Equipment	**Content**	**Equipment**	**Content**
Driving Power Cabinet	Check Rack physical condition and lock	**Control Cabinet**	Check Rack physical condition and lock
	Status of PM4S monitor and Alarm		Check for Exhaust fan condition, should be working
	Check availability of both isolator supply		All MCB and all indication LED should be ON except spare
	ATS switch should be in auto mode		Both converter working in normal, work LED should be blinking
	All MCB should be ON except spare	**PF1**	PSA/PSL lamp test and physical condition
	Check for Exhaust fan condition, should be working		ADCL should be high
	Check battery voltage on Voltmeter, value should be 86 to 120 volt.		Check all DCU & DCU junction box panel cover should be closed.
			Take a visual inspection for any physical damage of ASD/EED/PED/FDP/FS
	All Rectifiers working in normal, work LED should be blinking	**PF2**	PSA/PSL lamp test and physical condition
			ADCL should be high
			Check all DCU & DCU junction box panel cover should be closed.
Battery Cabinet	Check Rack physical condition and lock		Take a visual inspection for any physical damage of ASD/EED/PED/FDP/FS
	Take a visual inspection of battery	**PF3(DSTN and Sec142)**	PSA/PSL lamp test and physical condition
	Check for Exhaust fan condition, should be working		ADCL should be high
			Check all DCU & DCU junction box panel cover should be closed.
ADS Cabinet	Check for Exhaust fan condition, should be working		Take a visual inspection for any physical damage of ASD/EED/PED/FDP/FS
	Take a visual inspection of transformer	**SMR**	MMI should be working
	All MCB and all indication		Monitoring of all IXL Stations should be available
			Keyboard and mouse

	LED should be ON except spare		should be working
PSCC Rack	Check Rack physical condition and lock	**SCR**	MMI should be working
	Status of MMI, touch screen, mouse, key board should be working		Moxa switch condition and working
			Keyboard and mouse should be working
	All fuse should be ok	**Battery**	Check battery appearance and temp. The cell has no deformation, cracks and no sign of leakage. Battery charging current should be very small close to 0 A when there is no discharge.
	check for lamp test		
	Check for alarm if any		

ASD/EED/PED Monthly maintenance check list	
A	**Details of Monthly Maintenance Activity of ASD**
1	Connector checking and tightening of DCU (J1, J2, J3, J4) and junction box (J1, J2, J3, J4).
2	Checking and tightening of safety loop connectors on both safety loop board.
3	Checking and tightening of motor, ELD power and signal wire/ connector.
4	Checking operation of LCB in all modes.
5	Checking of door obstruction functionality.
6	Redundancy checking of ELD lock limit switch and back side close limit switch. (for L safety loop indication on MMI)
7	Checking and tightening of ELD and bracket fastening bolt.
8	Cleaning of DCU panel & DCU junction panel of FDP.
9	Checking of cable opening hole in FDP & apply mud if required.
10	Checking of EPOS functionality and sensor cleaning (if available)
11	Checking of operation of ERM & clean with the help of WD40 if required.
12	Cleaning of Guide Rail, Guide Wheel, and driving belt.
13	Checking and tightening of driving belt fastening bolt.
14	Checking and adjustment of driving belt (using force meter 49N-m of force it should not be bend more than 30 mm)
15	Checking and tightening of fixture fastening bolt.
16	Application of WD40 and cleaning of roller and upper roller grove.
17	Checking of close limit switch pressing plate position and its tightening.
18	Checking and alignment of ELD bar and bracket (slot box) bar alignment. It should be in one line.
19	Checking of level of left and right ASD leaf using scale. (should be in same level)
20	Checking and adjusting of opening of ASD (1000+/-5mm) on both upper and lower side. Upper side should be less than lower side opening.
21	After maintenance Back cover should be properly fixed.
22	Checking proper working of ASD buzzer & DOI.

23	Checking of Door Operation from PSL (PF side & Track Side) & PSCC Cabinet.
24	Checking of Door Operation (30 Times) after switched off the both E&M incomers supply for testing of battery backup.
B	**Details of Monthly Maintenance Activity of EED/PED**
1	Checking of manual release operation via operation key and push bar.
2	Cleaning of lock arrangements.
3	Checking and tightening of locking assembly screw and bolt.
4	Application of WD40 and cleaning of lower lock arrangements.
5	Checking and tightening of hinge.
6	Checking proper working of EED/PED buzzer & DOI.
C	**Battery Maintenance**
1	Check battery voltage, Cell voltage should not exceed 14v during float charging and should not exceed 16v during equal charging
2	Check the battery safety valve & pole without acid mist escape and leakage corrosion
3	Clean the appearance of the battery. There should not be serious dust accumulation on the surface of battery and trace of liquid leakage
D	**ADS Maintenance**
1	Checking of video/image running on screen
2	Checking of Moxa Switch of ADS working (ASD-3,8&14)
3	Checking of Functionality of ADS screen power switching timer installed in ADS rack.
ASD/EED/PED Quarterly maintenance check list	
A	**Details of Quarterly Maintenance Activity of ASD/EED/PED**
1	Checking of ASD door closing force. (<150N)
2	ASD/EED/PED manual opening force from trackside. (<133N)
3	ASD/EED/PED manual release force from trackside. (<67N)
4	Checking of Grounding cable (BEC, Earthing strip etc.)
B	**Details of Quarterly Maintenance Activity of ADS**
1	Uploading a new video/image from MMS software & checking of display on ADS.
C	**Details of Quarterly Maintenance Activity of Room equipment: SCR/SER/UPS**
1	Checking of each battery connection bar. The connection bar and cable connection should be fastened without oxidation and corrosion
2	Checking the internal resistance (standard 3.5 M ohm) of the single battery. Should be greater than 100% and less than 150%.
3	Cleaning of Driving Cabinet
4	Cleaning of battery cabinet
5	Cleaning of ADS cabinet
6	Cleaning of control cabinet
7	Cleaning of PSCC Cabinet
8	Checking of All Cables and Wiring in SCR/SER
9	Checking of Moxa Switch working
Details of Yearly Maintenance Activity	
A	**Inspection & Correction**
1	Driving power cabinet cable entry is blocked and wiring connection are steady

2	Battery cabinet cable entry is blocked and wiring connection and steady
3	ADS cabinet cable entry is blocked and wiring connection and steady
4	PSCC cabinet cable entry is blocked and wiring connection and steady
5	Check continuity between ups earth strip and PSD cabinet earth strip
6	Inspect the bottom of the FDP/EED/FS and column, there should be no deformation, steady and reliable shall be confirmed. Bolt shall be steady and tested by torque spanner at 150Nm.
7	The entire cable tray shall be steady and cable & dressing shall be proper
8	Perform battery discharge test. Simulate AC power failure, Supply power from battery for 30 min, open and close the door 10 cycle on all PF , observe whether battery power supply is normal and record the battery voltage data, After discharge is completed, restore AC supply to observe whether battery charging is normal
9	Cleaning of Ads screen, Ads housing, Ads cooling fan and Ads back cover etc.

2.3.2 ACTIVITY 2 – Planning and Procurement of Spare for PSD system

2.3.2.1 Provision of spare parts is not within the contractor's scope for this work and shall be made available by the employer.

2.3.2.2 It shall be the responsibility of the contractor to calculate failure rate of all equipment. The contractor shall provide assistance in spare planning and procurement. Contractor shall also provide spares part catalogue with price, validity period and escalation formula, specification, service life, contractor details etc. of all spare parts.

2.3.2.3 Provision of all the necessary hardware configurations, software version updates during the period of AMC without any extra cost shall be made by the Contractor under this AMC work. The Contractor should ensure all equipment and apparatus should be virus free.

2.3.2.4 Replacement of all type of connector, Lugs, Lamps, Selector switch, all type of stickers, HDMI cable, ADS power cable, Buzzer, Push button, exhaust fan, keyboard, mouse, Fuses, BEC earthing, internal bonding copper bar, coupling earthing, rack earthing, LCB key, rack lock, LAN cable, Power supply extension board etc. will be under contractor scope and shall be considered as part of scheduled maintenance.

2.3.3 ACTIVITY 3- Provision and Management of staff at PSD installed stations for Scheduled maintenance

2.3.3.1 It shall be the responsibility of the Contractor to make provision for availability of technically skilled staff/workers at the stations to ensure Corrective rectification of failures during revenue hours i.e. for immediate attending of the failures at all the PSD installed stations as well as for carrying out Preventive Maintenance at the station during night blocks (for which the PTW shall be issued by Noida Metro Rail Corporation Limited staff).

2.3.3.2 All the failures occurring during revenue hours shall be attended and rectified immediately by the contractor in manner that there should be no hindrance to train movement. The contractor should work in accordance with Para 2.3.1.1 and 2.3.1.2 of activity 1.

2.3.3.3 The Contractor shall submit the list to Noida Metro Rail Corporation Limited regarding the technical staff which it shall deploy at these PSD installed stations for Corrective & Preventive maintenance activities specifying their educational & professional qualifications. It may be noted that only those staff/workers of the contractor which are approved by Noida Metro Rail Corporation Limited shall be allowed to be deployed at these PSD installed stations.

2.3.4 Optional Clause

2.3.4.1 Preventive and Corrective maintenance of ADS system is optional and shall be executed upon instruction by the Engineer/Employer as per requirement.

2.3.4.2 Cost of Preventive and Corrective maintenance of ADS system shall be 10% of the AMC cost quoted by the bidder for PSD system in Schedule A of Form 12 for the respective year.

2.3.4.3 Upon execution of the optional item, contract price shall be modified to include the cost of Preventive and Corrective maintenance of ADS system as per clause 2.3.4.2.

2.3.5 Tools & Plants

2.3.5.1 All the general tools mentioned in the tool list, consumables etc., required for proper maintenance and repair/breakdown etc., shall be arranged by contractor at his own cost and issued to the staff deployed by him for the proposed work. All measuring tools should be calibrated. A calibration certificate with validity should be submitted by contractor.

2.3.5.2 A list of recommended general tools and consumables used in PSD maintenance is given below-

Recommended Tools for PSD Maintenance (Contractor Scope)			
S. No.	**Item Description**	**Size**	**Min. Quantity**
1	Rubber Mallet Hammer	40 mm	3
2	Flat Spanner	8 to 24 mm	3 each
3	Ring Spanner	8 to 24 mm	3 each
4	T–Allen Key	2.5 to 6 mm	3 each
5	Allen key set	-	3 each
6	Spirit level – Freemans	450 mm	3
7	Ratchet handle set with sockets	8 to 24 mm	3 each
8	Steel Ruler	150 mm	3
9	Screw driver long	12”	3
10	Right Angle	10 mm	3
11	Wire Stripper	-	6
12	Side Cutter	-	3
13	Cutting plier	-	3
14	Nose plier	-	3
15	Screw driver set	-	3
16	Wago Screw driver	3 mm	3
17	T Spanner	8 & 10 mm	3 each
18	Multi Meter	Fluke 17 B+	2
19	Clamp meter	Fluke	2

20	Torque wrench	25-150 Nm	2
21	Steel Bar 4mm (T) X 40mm (W) X 100mm (L)	-	2
22	Hot Air Gun	1800 W	1
23	Air Blower	500 W	2
24	Extension Cable 3 Core x 1.5 with connector	70 meters	3
25	Tool Rack	-	3
26	Triple cup suction glass puller		2
27	LAN Tester		3
28	Force meter (Digital)	1 to 500 N	2
29	Glass Adhesive/Glue Gun	-	3
30	Crimping tool	End sealing, Ethernet, square key	3
31	Knife	-	As per requirement
Note: Any additional Tools requirement as observed during maintenance and monitoring shall be borne by the contractor itself without any variations.			

List of Consumables for PSD (Contractor Scope)			
S. No.	**Item Description**	**Size**	**Quantity**
1	Cleaning Cloth	-	As per requirement
2	Cleaning Brush	-	As per requirement
3	Lubricant	-	As per requirement
4	Cable Ties	150, 300 mm	As per requirement
5	Glass Adhesive/ Sealant	Silicon	As per requirement
6	Hand Gloves	common	As per requirement
7	Fuse	1 A	As per requirement
8	Lugs & Terminals	1.5 sq. mm, 3 sq. mm	As per requirement
9	WD-40	420 ml	As per requirement
10	Contact cleaner	-	As per requirement
11	Sim Plate	.5mm to 5mm	As per requirement
12	Washer	.5mm to 2mm	As per requirement
13	Connector/screw/Nut-bolt (different type)	-	As per requirement
Note: Any additional consumables requirement as observed during maintenance and monitoring shall be borne by the contractor itself without any variations.			

2.3.6 List of Assets to be maintained -

LIST OF EQUIPMENT INSTALLED AT PF/SCR/TECHNCAL ROOMS				
S. No.	**Equipment**	**Description**	**Quantity Per PF/Station**	**Remark**
1	PG	Platform gates	16 per PF	
2	PSL	PSG local control Panel	4 per PF	

3	PSA	Platform supervisory booth Alarm	1 per PF	
4	EED	Emergency escape door	16 per PF	
5	PED	Platform end door	2 per PF	
6	FS	Fixed Screen	38 per PF	
7	FDP	Fixed door Panel	32 per PF	
8	DPDP	Drive Power Distribution Panel	1 per stn	2 for Sec142 and DSTN
9	CPDP	Control Power Distribution Panel	1 per stn	
10	PSCC	PSG control Panel	1 per stn	2 for Sec142 and DSTN
11	ADS panel	ADS Drive Panel	1 per stn	
12	MMI	Man Machine Interface	2 per stn	3 each at 6 ixl stn
13	Battery Panel	Battery Panel	1 per stn	

S.NO.	STATION	No. of Platform	No. of ASD	No. of EED	No. of PED	No. of EPOS
1	Sec -51	2	32	32	4	0
2	Sec -50	2	32	32	4	0
3	Sec -76	2	32	32	4	0
4	Sec -101	2	32	32	4	0
5	Sec -81	2	32	32	4	0
6	NSEZ	2	32	32	4	0
7	Sec -83	2	32	32	4	0
8	Sec -137	2	32	32	4	0
9	Sec -142	3	48	48	6	0
10	Sec -143	2	32	32	4	32
11	Sec -144	2	32	32	4	16
12	Sec -145	2	32	32	4	0
13	Sec -146	2	32	32	4	0
14	Sec -147	2	32	32	4	0
15	Sec -148	2	32	32	4	0
16	Kp2	2	32	32	4	16
17	Pari Chowk	2	32	32	4	0
18	Alpha 1	2	32	32	4	0
19	Delta 1	2	32	32	4	0
20	GNIDA	2	32	32	4	0
21	Depot Station	3	48	48	6	16
22	Prototype Depot	0	1	1	0	1

Detailed List of PSD Module/Hardware/Component					
S. No.	**Name/Item**	**Quantity**		**Location**	**Total Quantity**
1	ASD (Actuated Sliding Door)	16	Per PF	PF	704
2	EED (Emergency Escape Door)	16	Per PF	PF	704
3	PED (Platform End Door)	2	Per PF	PF	88
4	FDP (Fix Door panel)	32	Per PF	PF	1408
5	DCU (Door Control Unit)	16	Per PF	PF	704
6	DCU JUNCTION BOX	16	Per PF	PF	704
7	MOTOR Right	16	Per PF	PF	704
8	MOTOR Left	16	Per PF	PF	704
9	Synchronous belt	32	Per PF	PF	1408
10	Transmission belt	32	Per PF	PF	1408
11	ELD (Electrical Locking Device) Right	16	Per PF	PF	704
12	ELD (Electrical Locking Device) Left	16	Per PF	PF	704
13	PSL (PSD Local Control Panel)	4	Per PF	PF	176
14	PSA (Platform Supervisory Alarm)	1	Per PF	PF	44
15	ASD LCB (LCB-local Control Box)	16	Per PF	PF	704
16	EED LCB (LCB-local Control Box)	16	Per PF	PF	704
17	PED LCB (LCB-local Control Box)	2	Per PF	PF	88
18	IOR (Interlock Override) LCB	2	Per PF	PF	88
19	PSL LCB (PSD Local Control Panel LCB)	4	Per PF	PF	176
20	EED/PED MECHANISM	18	Per PF	PF	792
21	ASD/EED DOI (DOI- Door Open Indicator)	48	Per PF	PF	2112
22	PED DOI (PED Door Open Indicator)	2	Per PF	PF	88
23	SAFETY LOOP BOARD	32	Per PF	PF	1408
24	ADS Screen (Advertisement Screen)	32	Per PF	PF	1408
25	ADS BLACK BOX	32	Per PF	PF	1408
26	ADS Exhaust Fan	64	Per PF	PF	2816
27	MOXA SWITCH ADS	3	Per PF	PF	132
28	MOXA SWITCH SCR	2	Per stn	SCR	44
29	MOXA (Patch cord type)	4	Per stn	SCR/PF	8
30	ASD LIMIT SWITCH	128	Per PF	PF	5632
31	EED/PED LIMIT SWITCH	36	Per PF	PF	1584
32	EED/PED DOI LIMIT SWITCH	18*1	Per PF	PF	792
33	FS (Fix Screen) TYPE B	22	Per PF	PF	968
34	FS (Fix Screen) TYPE C	2	Per PF	PF	88
35	FS (Fix Screen) TYPE D	4	Per PF	PF	176

36	FS (Fix Screen) TYPE E	6	Per PF	PF	264
37	FS (Fix Screen) TYPE G	2	Per PF	PF	88
38	FS (Fix Screen) TYPE H	2	Per PF	PF	88
39	ASD front lock	32	Per PF	PF	1408
40	EED front lock	16	Per PF	PF	704
41	PED front lock	2	Per PF	PF	88
42	DCU & DCU Junction Box Lock	32	Per PF	PF	1408
43	Motor gear box	32	Per PF	PF	1408
44	Guide roller upper side of ASD	64	Per PF	PF	2816
45	Guide rail beam	32	Per PF	PF	1408
46	Guiding pulley	32	Per PF	PF	1408
47	Guide roller down side of ASD	64	Per PF	PF	2816
48	Standard top cover ASD	32	Per PF	PF	1408
49	Standard top cover EED	16	Per PF	PF	704
50	Standard top cover PED	2	Per PF	PF	88
51	Standard top cover FS	38	Per PF	PF	1672
52	Non- standard top cover (FDP)	32	Per PF	PF	1408
53	Top cover of EED pillar	16	Per PF	PF	704
54	REAR/ BACK cover ASD	32	Per PF	PF	1408
55	REAR/BACK cover FDP lower e	32	Per PF	PF	1408
56	EED push bar	16	Per PF	PF	704
57	PED push bar	2	Per PF	PF	88
58	LCB key	68	Per PF	PF	2992
59	Locking assembly mounting bracket	32	Per PF	PF	1408
60	Locking assembly knockout pin	32	Per PF	PF	1408
61	Locking assembly mounting base for turning handle	32	Per PF	PF	1408
62	Locking assembly turning handle	32	Per PF	PF	1408
63	Locking assembly striking block	32	Per PF	PF	1408
64	EED Hinge	32	Per PF	PF	1408
65	PED Hinge	4	Per PF	PF	176
66	FS PILLAR (approx)	70	Per PF	PF	3080
67	BEC EARTHING FOR FDP ,EED ,FS, PED (approx)	86	Per PF	PF	3784
68	COUPLING EARTHING OR TINT COPPER WIRE EARTHING (approx)	90	Per PF	PF/SER	3960
69	Safety loop connector	96	Per PF	PF	4224
70	PSD MMI WS (CPU, Monitor, Keyboard & Mouse)	1 or 2 per stn	Per stn	SCR/SMR	30
71	PSD Touch Screen MMI WS (CPU, Touch Screen, Keyboard & Mouse)	1	Per stn	SER	21
72	POWER SUPPLY BOARD (ext. Board)			SCR/SMR	30
73	PSDCU (PSD Control Unit)	1	Per PF	SER	44
74	FUSE BOX	1	Per PF	SER	44
75	FUSE 1A	16	Per PF	SER	704
76	TIMER/INTERFACE RELAY	3	Per PF	SER	132

	(pair)				
77	ADDITIONAL TIMER RELAY	1	Per PF	SER	44
78	DC-DC CONVERTER (110 -24V DC)	2	Per stn	SER	42
79	DC-DC CONVERTER BACKPLANE	2	Per stn	SER	42
80	DC-DC CONVERTER fan	2	Per stn	SER	42
81	DIGITAL VOLTMETER	3	Per stn	SER/UPS	132
82	DIGITAL CURRENT METER	3	Per stn	SER/UPS	132
83	DRIVE RECTIFIER	3 OR 4	Per stn	UPS	65
84	CONTROL RECTIFIER	3	Per stn	UPS	63
85	DRIVE RECTIFIER BACKPLANE	1	Per stn	UPS	23
86	CONTROL RECTIFIER BACKPLANE	1 or 2 per stn	Per stn	UPS	23
87	BRIDGE DIODE	1	Per stn	UPS	21
88	PM4S TOUCH TYPE MMI	1	Per stn	UPS	21
89	DY1 FOR PM4S DISPLAY	1	Per stn	UPS	21
90	BATTERY (12 V)	8	Per stn	UPS	168
91	EPOS (Electronic Passenger Obstruction Sensor)			PF	64
92	ADS Transformer (10KVA, 415V AC- 180V AC)	1	Per stn	UPS	19
93	ADS Transformer (15KVA, 415V AC- 180V AC)		Per stn	UPS	2
94	ATS (Automatic Transfer Switch)	1	Per stn	UPS	21
95	BUZZER	18	Per PF	DCU/PSA/PSCC	792
96	GREEN LAMP			PF/SER/UPS	1633
97	RED LAMP			PF/SER/UPS	855
98	SELECTOR SWITCH	7	Per PF	PSL/PSCC	308
99	PUSH BUTTON	12	Per PF	PSL/PSA/PSCC	528
100	INTERNAL BONDING COPPER BAR	2		SER/UPS	44
101	INSULATION FLASH (GD-JY0)	2	Per stn	SER/UPS	42
102	COMMUNICATION MONITORING UNIT (GDMIA)	1	Per stn	UPS	21
103	SWITCH MONITORING UNIT (GDM3)	1	Per stn	UPS	21
104	DC MONITORING UNIT(GDM3D)	1	Per stn	UPS	21
105	POWER SUPPLY SCHOCKET (16A)	1	Per stn	SER	21
106	MCB 3A	8		SER/UPS	
107	MCB 6A	1		SER/UPS	
108	MCB 10A	4 FOR EACH PF+1 FOR EACH CPU		SER/UPS	
109	MCB 20A	5 FOR EACH PF + SPD		SER/UPS	
110	MCB 32A	SPD+DC-DC I/P		SER/UPS	

111	MCB 40A	2 FOR RECTIFIERS		SER/UPS	
112	MCB 100A	1		SER/UPS	
113	MCB 160A	1		SER/UPS	
114	MCB DCU 110V DC (6A)	16		PF	704
115	MCB ADS 180V AC (3A)	16		PF	704
116	RACK EXHAUST FAN	7		SER/UPS	147
117	Surge Protection Device (45V DC, 10KV)	1	Per stn	SER	21
118	Surge Protection Device (220V DC, 40KA MAX)	2	Per stn	UPS	42
119	Surge Protection Device (260V AC, 40KA Max)	2	Per stn	UPS	42
120	Surge Protection Device (385V AC, 40KA Max)	6	Per stn	UPS	128

Note- List of assets to be maintained is not exhaustive and may include some items that are already installed but are not part of this list and are required to be maintained as part of this AMC contract.

2.3.7 A Typical PSD Platform Layout

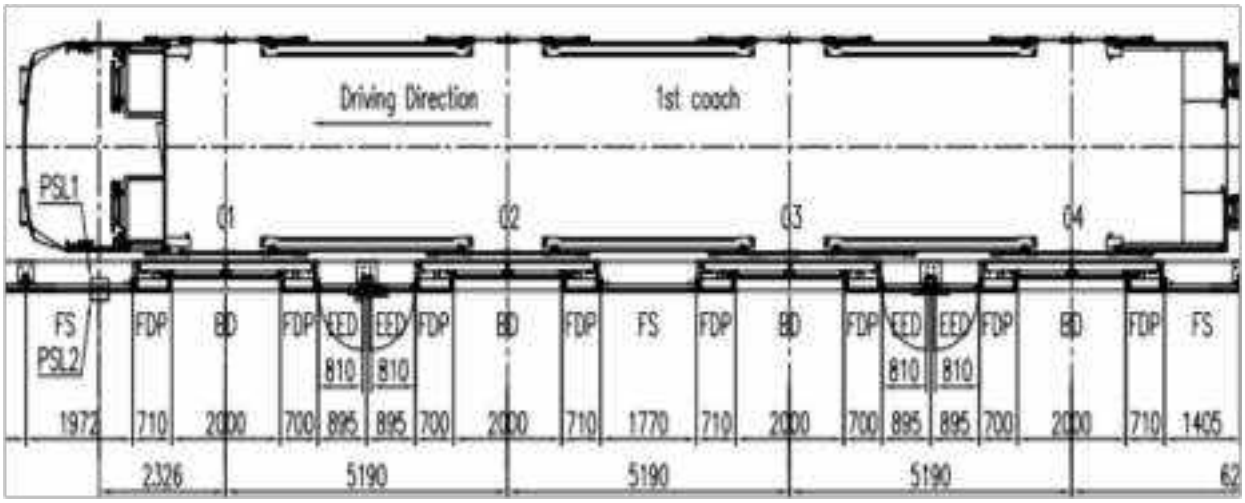


Fig 1. Alignment of PSD system with one coach of train at platform

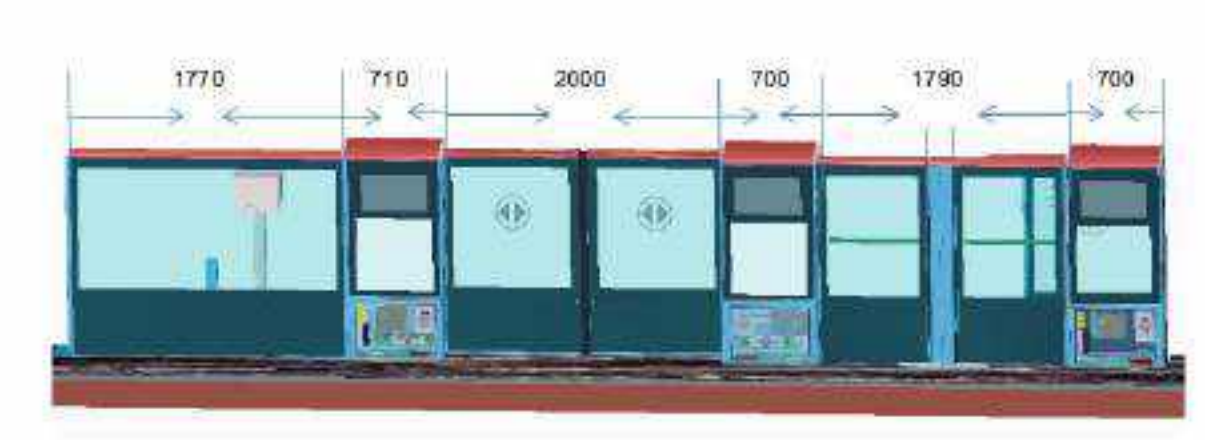


Fig 2. Typical dimensions of PSD system at platform

2.3.8 Documentation

2.3.8.1 The contractor shall maintain following records as a hard copy and in agreed Digital forms.

a) Preventive maintenance schedule and status
b) Record of Handover/Takeover of materials
c) Records of consumables
d) Record of Tools
e) Record of Corrective Maintenance
f) Record & reporting of daily failures and analysis
g) Records of Manpower roster & attendance of each shift

2.3.8.2 Transportation and disposal of consumable item will be contractor responsibility.

2.3.8.3 The contractor shall perform maintenance activity as per maintenance check list provided by Noida Metro Rail Corporation Limited from time to time. The Checklists will be reviewed periodically to improve stability and availability.

2.3.9 Communication and Reporting

2.3.9.1 Fault management controller/Signalling system controller (FMC)/SSC/JE(PSD) will be the primary nodal point of contact for the contractor's employees related to all maintenance activities of PSD.

2.3.9.2 The contractor's shift in charge (respective supervisors) shall report to FMC/SSC/JE(PSD) with the details of staff available under him/her, the details of work done, details of pending activity for the day against planned/ scheduled/ preventive or corrective maintenance with justification, alternate plans for completing the pending activity, issues prohibiting any of the maintenance activities from being carried out etc. Daily maintenance report shall be submitted by the contractor on a daily basis. The Maintenance Managers shall be available on call and through mail round the clock. Prior intimation and suitable replacement are required for temporary absence of the Managers.

2.3.10 Transportation

The contractor shall arrange for transport of man and material for scheduled and corrective activities. The contractor shall not depend on the Employer for any arrangement for transportation. Contractor shall not carry any materials in Metro trains unless specific permission is obtained from employer. Delays due to transportation shall be accounted as delay in attending the activity.

2.3.11 Escalation Charges

The rates quoted will remain unchanged during the currency of the maintenance contract period and no escalation will be asked for, during the currency of the contract.

2.3.12 Post Contract handover

It shall be the responsibility of the firm to make whole PSD system and equipment work satisfactorily throughout the contract period and to hand over the systems in working conditions to this department after expiry of the Contract.

2.3.13 Confidentiality

The contractor/firm must ensure confidentiality regarding handling of all information obtained within the control room, whether videotapes, snapshots, written, verbal and other sensitive materials held within the Noida Metro Rail Corporation Limited premises. The Contractor/firm should ensure all storage and apparatus should be virus free. The service engineer/technicians will be allowed to work 24x7. Renting, lending and copying of any software and hardware products are completely prohibited.

2.3.14 Do's and Don'ts for contractor Staff

2.3.14.1 DO's

1. In case of fire/ anything unusual on electric traction equipment or wires, inform the respective Engineer-in-charge.
2. Extinguish fire by special extinguishers (carbon tetrachloride or carbon dioxide type), If available.
3. Ensure no water jet to be directed at the fire under any circumstances.
4. Keep clear of the track and avoid contact with the rails when electric train within 250m.
5. Special care should be taken to carry long pipes, poles or ladders so that it should not come in contact with or within 2 meters of live OHE.
6. Cases of electric shock arising out of contact with 25KV AC traction equipment shall be reported immediately to TPC.

2.3.14.2 DON'Ts

1. Do not approach within 2 meters of any traction wires or live equipment.
2. Do not work on or near traction wires or any live equipment unless they are made dead, earthed and shut down notices/ permit to work obtained.
3. Do not enter any switching station or remote control center unless specially permitted.
4. Do not touch a person in contact with live traction wires. Remove body only after power supply is switched off & earthed.
5. Do not touch any traction wire hanging from the mast or fallen on the ground and do not allow anyone else to touch it.
6. Cleaning work with conducting materials like Aluminum/ Steel rods should be avoided

at all times when power block is not availed.

7. Do not lift or raise your tools towards traction wires.
8. Do not damage the plinth continuity, connection to BEC, OPC and hand rail continuity.
9. Do not use steel tape or metallic tape or tape with woven metal reinforcement in electrified area.
10. Do not forget to give artificial respiration to the victim as per the prescribed procedure laid down at shock treatment charts.
11. Metallic telescopic rods are prohibited for use in the Noida Metro Rail Corporation Limited station.
12. Do not throw garbage in haste. Dispose it properly at designated place.
13. Contractor has to submit undertaking in w.r.t. Do's & Don'ts related to danger of work in the vicinity of 25KV traction.

2.3.15 Safety

2.3.15.1 Contractor shall adopt the necessary safety procedures to avoid any type of accidents to Employer's personnel, any other personnel & to avoid damages to Noida Metro Rail Corporation Limited assets.

2.3.15.2 The contractor shall display necessary signages while carrying out the work.

2.3.16 Accidents

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

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

2.3.16.3 If any damage occurs to the structures/ material & equipment due to maintenance work, the cost of damage will be recovered from the Contractor's bill.

2.3.16.4 Contractor shall submit the indemnity bond such that "The contractor indemnifies Noida Metro Rail Corporation Limited against any Accidents or damages or losses or Liabilities arising out of his negligence and contractor's staff shall not claim of any type of payment or employment etc. from Employer. After completion of contract the contractor shall withdraw all of his staff from the site without any claim."

2.3.17 Manpower & Minimum Qualification Requirement

S. No.	Designation	Minimum Staff Requirement	Minimum Academic Qualification	Minimum Experience
1	Manager	1	Degree in Electrical / Mechanical / Electronics Engineering	At least 07 Years in PSD system in Metro/Railways/BRTS/ Airport or similar infrastructure.
2	Supervisor	5	Diploma/Degree in Electrical /Mechanical/ Electronics Engineering	At least 05 Years in PSD system in Metro/Railways/BRTS/

				Airport or similar infrastructure.
3	Technician	24	ITI/Diploma/Degree in Electrical/Mechanical/ Electronics Engineering	At least 02 Years in PSD system in Metro/Railways/BRTS/ Airport or similar infrastructure.

2.3.18 Penalty & Deduction

A. If the contractor fails to deploy the minimum manpower as specified in clause 2.3.17, cost for the reduced manpower will be recovered as per the manpower rate quoted by the bidder in Schedule B of the BOQ as outlined in Form 12.

B. Preventive Maintenance- For missing every instance of Preventive Maintenance, penalty will be imposed on contractor as mentioned below.

For missing 5 daily Inspection in a month at single station	Rs.2000/- per instance.
Delay in Monthly preventive maintenance for more than 10 days of a platform	Rs.5000/- per instance.
Delay in Quarterly preventive maintenance for more than 20 days of a platform	Rs.10000/- per instance.
Delay in Yearly preventive maintenance for more than 2 month of a station	Rs.20000/- per instance.

C. Manpower Unavailability/Late Reporting in shift beyond 1 hour - For every instance of breach of Scope of Work 2.3.1.2 in terms of Manpower Availability, penalty imposed will be Rs.2000/- per instance.

D. Corrective Maintenance- If any equipment (ADS (optional)/ASD/EED/ PED/EPOS/MMI etc.) is not rectified due to non-responsiveness within two available night block (for track access dependent failure)/or within 24 hrs (for track access independent failure) of complaint registration, the contractor shall be liable for penalty of Rs.5000/day/complaint subject to availability of required spares.

E. In addition to the above, additional penalties for accident, misbehavior etc. may be imposed separately in case of any violations as under:

- **a.** In case the firm/contractor staff refuses carry out any other work related to PSD system assigned by Employer, penalty of Rs. 10,000/- per instance will be imposed.
- **b.** In case the firm/contractor staff is found misbehaving with Noida Metro Rail Corporation Limited's officials, penalty of Rs. 10,000/- per instance will be imposed.
- **c.** If during inspection, the workers are not found in proper PPE (Personnel protective equipment) during maintenance, a penalty up to Rs.2000/- per employee per day may be imposed.
- **d.** In case of non-availability of tools and consumables as prescribed in the contract, penalty of Rs. 2000/- per day will be imposed.
- **e.** In case of any damage to Noida Metro Rail Corporation Limited property done by any of the worker of the contractor, the actual amount will be recovered or the contractor has to repair/replace such damage at his own cost.

f. A penalty of Rs. 1000/ per instance will be imposed if it is found that contractor is not dumping waste material properly.

g. A penalty of Rs. 5000/ per instance will be imposed if contractor is found not maintaining proper records of manpower deployment, corrective & preventive maintenance.

h. If contractor is not co-operating in spare procurement and planning as per clause 2.3.2 then a penalty of Rs. 10000/- per instance will be imposed.

F. The penalties as prescribed above shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.

G. Above mentioned penalties, if imposed, shall be recovered from the quarterly payment as liquidated damages.

Section 3: Instructions to Bidders

3.1 General instructions

a. A tenderer shall submit only one bid in the same tendering process, individually as a tenderer. A tenderer who submits or participates in more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a sub-contractor while submitting a bid individually. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.

b. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.

c. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.

d. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Noida Metro Rail Corporation Limited'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 Noida Metro Rail Corporation Limited before the last date for receiving queries/clarifications.

g. Noida Metro Rail Corporation Limited shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by Noida Metro Rail Corporation Limited.

3.1.1 Cost of Bid Document / e-Tender processing Fee

a. The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and Noida Metro Rail Corporation Ltd. ("nmrc" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.

b. The Tenderers shall have to pay cost of bid document/ e- Tender processing fee as mentioned in **Data Sheet** through RTGS/NEFT only payable in favor of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet.** The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Tender processing fee as mentioned in **Data Sheet** will be non-refundable. Tender without cost of bid document/ e-Tender

processing fee in the prescribed form, will not be accepted.

c. Conditional Bid shall be rejected outright & shall not be considered.

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 Noida Metro Rail Corporation Limited;

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 Noida Metro Rail Corporation Limited;

d. Satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;

e. Acknowledged that it does not have a Conflict of Interest; and

f. Agreed to be bound by the undertaking provided by it under and in terms hereof.

3.1.3 Availability of Bid Document

This Bid document is available on the website http://etender.up.nic.in or on Noida Metro website www.nmrcnoida.com to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/ e-Bid document.

3.1.4 Clarifications of e-Bid

a. During evaluation of e-Bid, Noida Metro Rail Corporation Limited 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 as per specified performa (Form 11) by fax and e-mail to the General Manager/Project, Noida Metro Rail Corporation Limited **only before the Last Date for receipt of Pre-Bid queries as mentioned in Data Sheet.** The envelopes/ communication shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: AMC for Platform Screen Doors at Noida-Greater Noida Metro Aqua Line".** The responses will be posted to all such queries on either e-procurement website or Noida Metro Rail Corporation Limited's website **.** Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited to respond to any question or to provide any clarification.

c. A pre-bid meeting shall be called on the date and time mentioned in **Data Sheet** at Noida Metro Rail Corporation Limited Office at Block III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301

d. Any change corresponding to date, if any, shall be communicated to the Bidder vide Noida Metro Rail Corporation Limited/ e- Tendering website. All queries regarding pre-bid must reach Noida Metro Rail Corporation Limited on or before date mentioned in **Data Sheet.** Any query reached after date mentioned in **Data Sheet** shall not be entertained for reply.

e. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.

f. However, Noida Metro Rail Corporation Limited 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.

g. The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.

h. The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

i. It is the sole responsibility of the bidders to regularly visit both the websites e-procurement website http://etender.up.nic.in and Noida Metro Rail Corporation Limited's website www.nmrcnoida.com for all the latest information/updates.

3.1.5 Amendment of e-Bid Document

a. At any time prior to the deadline for submission of e-Bid, Noida Metro Rail Corporation Limited may, for any reason, whether sue moto 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 Noida Metro Rail Corporation Limited's website www.nmrcnoida.com**.** The relevant clauses of the e-Bid document shall be treated as amended accordingly.

b. It shall be the sole responsibility of the prospective Bidder to check the web site http//etender.up.nic.in and Noida Metro Rail Corporation Limited's website www.nmrcnoida.com from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, Noida Metro Rail Corporation Limited 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, Noida Metro Rail Corporation Limited, 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 Noida Metro Rail Corporation Limited's website www.nmrcnoida.com**.**

3.2 Preparation and submission of Bids

3.2.1 Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and Noida Metro Rail Corporation Limited 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 documents constituting the e-Bid.

3.2.2 Documents constituting the e-Bid

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

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

i. **Fee details -** Details of Bid processing fee and prescribed EMD

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

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

b. Financial e-Bid -

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

3.2.3 Documents establishing Bidder's Qualification

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

b. The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

3.2.4 E-Bid form

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

3.2.5 E-Bid Currency

Prices shall be quoted in Indian Rupees only.

3.2.6 Formats and Signing of e-Bid

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

b. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of 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. Noida Metro Rail Corporation Limited 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). Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited.

b. Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.

c. The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.

d. Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

3.2.9 Instruction for Bidders

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.inthe 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. Noida Metro Rail Corporation Limited 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 the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).

d. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

e. Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

f. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

g. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.

h. Noida Metro Rail Corporation Limited reserves the right to cancel any or all e-Bids without assigning any reason.

3.2.10 Late e-Bid

a. Bids received by Noida Metro Rail Corporation Limited 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 Bid.

c. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder has to start the bid submission well in advance so that the submission

process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

3.2.11 Withdrawal and re-submission 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 re-submission, 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 re-submission" option, click "Encrypt & upload" to upload the revised e-Bids documents.

d. The Bidder can submit their revised e-Bids as many times as required by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

3.2.12 Noida Metro Rail Corporation Limited's right to accept any e-Bid and to reject any or all e-Bids

a. Notwithstanding anything contained in this e-Bid, Noida Metro Rail Corporation Limited 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. Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited, the supplemental information sought by Noida Metro Rail Corporation Limited for evaluation of the bid.

c. Such misrepresentation/ improper response may lead to the disqualification of the

Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest ranking Bidder gets disqualified /rejected, then the Noida Metro Rail Corporation Limited reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of Noida Metro Rail Corporation Limited, including annulment of the Selection Process.

3.2.13 Period of validity of e-Bid

a. E-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by Noida Metro Rail Corporation Limited**.** An e- Bid valid for a shorter period shall be rejected by Noida Metro Rail Corporation Limited as non-responsive.

b. In exceptional circumstances, Noida Metro Rail Corporation Limited may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.

3.2.14 Correspondence with the Bidder

a. Save and except as provided in this e-Bid, Noida Metro Rail Corporation Limited shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.

b. No Bidders or its Technical Partners shall contact Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

3.3 Earnest Money Deposit (EMD)

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

b. Bidders submitting bids for more than one package shall be required to submit EMD for each package as mentioned in **Data Sheet** for which bid is submitted.

c. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by Noida Metro Rail Corporation Limited**.**

d. Unsuccessful Bidder's EMD will be returned after conclusion or discharge of the tender.

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

f. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.

g. The EMD may be forfeited:

i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.

ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the

Corporation.

h. Tender Cost and 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 Directorate Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category and have valid registration certificate as on date of tender submission. Noida Metro Rail Corporation Limited will follow all government notification related to tender, EMD, PBG as required from time to time.

The MSEs would not be eligible for exemption of EMD if:

i. Either they are not registered for appropriate category.

ii. Or they do not have valid registration as on the date of tender submission.

The Tenderers seeking exemption from 'EMD', being MSEs, shall ensure their eligibility w.r.t above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration and Terminal Validity of registration.

Bidder to whom exemption is allowed, are required to submit declaration for bid security as per performa at Form 15

3.4 Opening and Evaluation of Bids

3.4.1 Opening of technical e-Bid by Noida Metro Rail Corporation Limited

a. Noida Metro Rail Corporation Limited will open all technical e-Bids, in the presence of Bidder`s representatives who choose to attend on the prescribed date of opening at Noida Metro Rail Corporation Limited Office. The Bidder's representatives who are present shall submit the letter to Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited. 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 Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited 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. Noida Metro Rail Corporation Limited will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Corporation. The notification shall be sent to the e-mail provided by Bidder.

c. The financial e-Bids of technically qualified Bidders shall be opened in the presence of technically qualified bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder.

3.4.3 Correction of Errors

a. Financial Bids determined to be responsive will be checked by Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture.

3.4.4 Examination of e-Bid document

a. The Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited

a. No Bidder shall contact Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited, he/she can do so in writing.

b. 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.

c. Noida Metro Rail Corporation Limited during bid evaluation, if so required, may contact participating bidders for further clarifications on bid documents submitted.

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 Noida Metro Rail Corporation Limited 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. Noida Metro Rail Corporation Limited 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. Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited 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. Noida Metro Rail Corporation Limited will award the contract as per evaluation criteria stated in the RFP Document.

b. Noida Metro Rail Corporation Limited 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, Noida Metro Rail Corporation Limited 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

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement. The Employer shall prepare the Agreement in the Proforma (section-6) included in this Document, duly incorporating all the terms of agreement between the two parties. Within a period of 30 days of submission of performance security or 60 days from the date of issue of the Letter of acceptance whichever is later, the successful tenderer will be required to execute the contract agreement. One copy of the Agreement duly signed by the Employer and the contractor through their authorized signatories will be supplied by the Employer to the contractor.

3.5.4 Noida Metro Rail Corporation Limited's right to accept any e-Bid and to reject any or all e-Bids

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

Section 4: Eligibility, Evaluation and Selection Process

4.1 Eligibility Criteria

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

a. Sole proprietorship, registered partnership firm (including LLP), public limited company or private limited company can submit the Bid. The firms and the companies should be registered in India. Joint Ventures or Consortiums are not allowed to participate in this tender.

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.7.86 Crore (Seven Crore Eighty Six Lac Rupees only) or

ii. Two similar completed works each costing not less than the amount equal to Rs. 4.91 Crore (Four Crore Ninety One Lac Rupees only) or

iii. Three similar completed works each costing not less than the amount equal to Rs. 3.93 Crore (Three Crore Ninety Three Lac Rupees only)

Similar Works- Works involving Supply and Installation/Supply, Testing & Commissioning /CAMC/AMC of PSD system in Railways or Metro Rail Projects or other Government organizations or Reputed Private Organization.

c. The Bidder should have minimum Average Annual Turnover of Rs. 2.62 Crore (Two Crore Sixty Two Lac Rupees only) in the last 5 (five) Financial Years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23).

d. The Bidder should have Working Capital /Net cash flow (Current Assets minus current Liabilities) of more than or equal to Rs. 46.80 lac / (Fourty Six Lac Eighty Thousands Only) in the last audited financial year ending on 31st march, 2023.

e. The Bidder Net worth should be greater or equal to Rs. 65.52 lac / (Sixty Five Lac Fifty Two Thousands Only) in the last audited financial year ending on 31st march, 2023.

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

g. NMRC/ any other Metro Organization (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer as on the date of tender submission. The tenderer should submit undertaking to this effect in form 7.

h. Profit before tax (PBT) of the Bidder should be positive in at least 2 (two) years out of the last 5 (five) audited financial years ending on 31st march, 2023.

The Bidder shall also furnish the following documentary proof:

a. For above criteria 4.1a
Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc.

b. For above criteria 4.1b
Form 4: Work Experience with documentary evidence

c. For above criteria 4.1 c, d, e & h
i. Form 5: Financial Capability Details

ii. A copy of the Audited balance sheets and Profit and Loss Statements for the last 5 (Five) financial years
In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/chartered accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 4 (Four) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared." Bidders must submit the work order copies along with Satisfactory Work Completion Certificates. In case of ongoing work, the partial completion value pertaining to current year will be considered.

iii. Self-attested copy of PAN, ITR for latest five financial year.

d. For above criteria 4.1 d, e, f & g
Form 3: Capability Statement

e. For above criteria 4.1 f
Copy of GST registration certificate

f. For above criteria 4.1 g
Form7: Undertaking

4.2 Information of the Technical and Financial Proposal

a. The financial proposal of only technically qualified Bidders shall be opened for evaluation.

b. The Bidder satisfying the criteria under shall be considered as qualified.

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

4.2.1 Selection of Bidder

Noida Metro Rail Corporation Limited shall award the Contract for **AMC for Platform Screen Doors at Noida-Greater Noida Metro Aqua Line** to the Lowest Tenderer (L1 bidder), whose tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents.

a. In case, two or more technically qualified bidders quote the same rate in the Commercial Bid, and become Lowest (i.e. L-1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover during the last 5 (five) years ending on 31st march, 2023.

b. Prior to the expiry of the period of bid validity, Noida Metro Rail Corporation Limited will notify the successful bidder in writing, through Notice of Award (NOA), that his bid has been accepted.

c. The NOA would be sent in duplicate to the successful bidder, who will return one copy to Noida Metro Rail Corporation Limited duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten)days from the date of issue of NOA.

d. No correspondence will be entertained by Noida Metro Rail Corporation Limited

from the unsuccessful bidders.

4.3 Notice of Award and Execution of Contract Agreement

a. Noida Metro Rail Corporation Limited will notify the Successful Bidder by a NOA that its bid has been accepted.

b. The Selected Bidder shall, within 10 (ten) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited on account of failure of the Selected Bidder to acknowledge the NOA

c. The Successful Bidder shall execute the Contract Agreement within 45 (forty-five) days 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. **The Employer reserves the right to increase or decrease the deployed manpower based on the requirements of the work, such that variation in contract value is up to 25% of original contract value. Value of such variation shall be calculated as per manpower rates quoted by the bidder in schedule B of form 12, bid offer.**

4.4 Performance Bank Guarantee / Security Deposit

a. To fulfill the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit **10% of the Contract Price** in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favor of Noida Metro Rail Corporation Limited valid for 42 (36+6) months within 30 days from Notice of Award. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. In case of extension of tenure by 6 months, the performance bank guarantee shall be extended by 6 months as well. All government guidelines regarding PBG shall prevail. It shall also be ensured that the bank gurantee must be issued and encashable from the bank branch located in Delhi/ NCR, Noida or Greater Noida region only.

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

i. Any amount which Noida Metro Rail Corporation Limited becomes liable to the Government/Third party due to any default of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.

ii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Contractor or any person duly empowered in his behalf.

iii. Any outstanding payment/ claims of Noida Metro Rail Corporation Limited remained due after completion of relevant actions as per agreement.

iv. Any financial impact on Noida Metro Rail Corporation Limited due to non-performance of contractor.

Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Contractor Event of Default and will entitle Noida Metro Rail Corporation Limited to deal with the matter as per the provisions of RFP and Contract Agreement. In case of BG encashment, contract will stand terminated.

e. PBG must be submitted in the format provided in Form 13. PBG must be in Favour of Noida Metro Rail Corporation Limited issued by bank of Delhi/NCR/Noida.

4.5 Contract during Proposal Evaluation

a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time Noida Metro Rail Corporation Limited 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, Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder's e-Bid.

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

d. If the Bidder wishes to bring additional information to the notice of Noida Metro Rail Corporation Limited, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:
General Manager/Project,
Noida Metro Rail Corporation Limited,
Block III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301
Email: nmrcsignaling@gmail.com

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

4.6 Project Financial Terms
Payment Terms

The standard payment terms subject to recoveries, if any by way of penalties will be as under:

a. The payment shall be made on quarterly basis for the maintenace activities as mentioned in the scope of work and on submission of required documents as per clause 5.12.

b. No Payment shall be made in advance.

Section 5: Conditions of Contract

These conditions shall be part of the contract agreement.

5.1 General Provisions

5.1.1 Governing law and jurisdiction

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

5.1.2 Authorized Representatives

a. 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.

b. The instructions given by the Engineer-In-charge or Engineer-In-charge's representative to contractor shall be complied immediately. The contractor shall not replace any of the deployed staffs for the work without permission of Engineer-In-charge. The contractor shall submit CV for new/replaced maintenance staff for approval of the Employer.

c. The contractor either himself or his nominated representative duly authorized by the contractor shall be responsible to attend any exigency/emergency/attend meetings, to resolve all the issues related to satisfactory execution of the work.

5.1.3 Contact Price, Taxes and Duties

a. The contract price, subject to any adjustment there to in accordance with contract conditions shall be inclusive of all taxes like GST, duties, levies, royalties Service Tax etc. or any tax in replacement of such taxes.

b. Contractor will show the breakup of taxes in the invoices as quoted in BOQ while claiming payment as per tender conditions. He will have to maintain all records related to payment of taxes at his end for verification any time during the contract. The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall keep the Employer fully indemnified against liability of all types of taxes, duties, levies etc.

c. The contractor shall submit copies of acknowledgement evidencing filling of tax returns every year and shall keep Employer fully indemnified against liability of taxes, duties, interest, penalty etc., of the Contractor's in respect thereof, which may arise.

5.1.4 Change in Taxes/Duties/Levies

a. Change in "Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender/quotation.

i Any new tax which is imposed on composite work contracts applicable on Metro Project.

ii Change in the rate of GST on Composite work contract applicable on Metro Project as per GST act.

b. The Contract Price shall be adjusted due to any of the above two conditions. Adjustment in contract price will be applicable up to the stipulated date of completion of work including extended period in case it is specifically mentioned that extension is granted with adjustment for changes as stated above.

c. Any other changes (except on account of clause (a) (i)&(ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause 5.1.5 provided in the condition of contract and in contract where price variation clause is not provided, the impact on any other change (except on account of clause (a) (i)&(ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price.

5.1.5 Price Variation

This is fixed price contract and no Price variation is admissible in this contract.

5.2 Commencement, Completion, Modification and Termination of Contract

5.2.1 Effectiveness of Contract

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

5.2.2 Commencement of Services

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

5.2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 5.2.6 hereof, these conditions shall expire at the end of such time period as given in the time schedule in RFP Document. However if the performance of the contractor is found satisfactory, AMC Contract may be further extended upto one year based on mutually agreed terms and conditions for the same cost consideration as quoted by the bidder for the third year of the AMC.

5.2.4 Modifications or Variations

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

5.2.5 Force Majeure

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

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

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

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

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

5.2.6 Termination of Contract

a. The NMRC may terminate the contract in case of violation/default/breach of any terms and conditions of the agreement by the contractor.

b. If the Agency fails to deliver the service within the period fixed in the AMC or as extended or at any time repudiates the contract before the expiry of such period, the employer may without prejudice to his other rights, reserves the rights to terminate the contract. The total amount of liquidated damages, however, not exceed the limit of liquidated damages i.e. 15 % of total AMC value, after which contract will be liable to be terminated & PBG is liable to be encashed by the Employer.

c. 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 there to.

5.3 Insolvency and Breach of Contract

The Employer may at any time, issue notice in writing summarily terminating 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, or

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

5.4 Obligations of the Agency

a. The Agency/Bidder shall undertake AMC of PSD System in Noida Metro Rail Corporation Limited with due care and diligence in accordance with the Contract.

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

5.5 Obligations of Corporation

Noida Metro Rail Corporation Limited agrees to provide support to the Agency and undertake to observe, comply with and perform, subject to and in accordance with the provisions of the Agreement and the Applicable Laws.

5.6 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, Noida Metro Rail Corporation Limited 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, Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited under Bidding Documents and/ or Contract Agreement, or otherwise.

b. Without prejudice to the rights of Noida Metro Rail Corporation Limited under Clause 5.6 a hereinabove and the rights and remedies which Noida Metro Rail Corporation Limited may have under the NOA or the Contract Agreement, or otherwise if a Bidder or Agency, as the case may be, is found by Noida Metro Rail Corporation Limited 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 Noida Metro Rail Corporation Limited during a period of 3 (three) years from the date such Bidder is found by Noida Metro Rail Corporation Limited 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.

5.7 Settlement of Disputes

5.7.1 Amicable Settlement

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

5.7.2 Conciliation

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

5.7.3 Arbitration

All disputes relating to this agreement/ contract or claims arising out of or relating to this agreement of breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be attempted to be settled by mutual discussion and consultation with parties hereof in event of any such disputes or any disrupts or claims are not settled in aforesaid manner, then the disputes(s) / claim (s) shall be referred for arbitration. The sole Arbitrator would be appointed by Managing Director, NMRC on receipt of such request from either party. The Arbitrator shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.

The decision of sole Arbitrator shall be binding on all the parties, the provisions of the Arbitration and Conciliation Act 1996 shall apply. The cost of arbitration shall be borne by respective parties equally including Arbitrator's fee. The venue of such arbitration shall be NOIDA, UP.

5.7.4 Rules governing Arbitration Proceedings

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made.

5.7.5 Jurisdiction of Courts

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

5.7.6 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

5.8 Performance Security

a. The successful tenderer shall furnish to the Employer a security in the form of a bank guarantee for an amount of 10% of the Contract value. The Performance security shall only be released after issuance of the performance certificate for the complete scope of work under the contract. No performance Security shall be released against part performance certificates issued by the Employer. If the contractor fails to submit the Performance bank guarantee as specified time limit i.e. within 30 days of receipt of NOA, quarterly running bill payment will be released to contractor by deducting 10 % of the payment amount from quarterly running bill.

b. In case the contract value exceeds beyond 25% of the original contract value, the contractor shall have to submit additional performance security.

5.9 Sub-Contracting

Sub-contracting of whole of the work shall not be permitted in the contract. If it will come to the notice of employer that the whole of the work has been subcontracted, the contract will be terminated and performance bank guarantee shall be forfeited and punitive action shall be initiated against the contractor.

5.10 Protection of the Environment

The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall, so conduct his cleaning operations, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. The contractor shall use the environment friendly material. The disposal of garbage shall be in environment friendly manner with proper segregation of biodegradable and non-biodegradable waste.

5.11 Labour Law

In dealing with labour and employees, the Contractor shall comply fully with all laws and statutory regulations pertaining with engagement, payment and upkeep of the labour in India.

5.12 Submission by Contractor along with Quarterly Bill

a. Proof of Compliance of provision of EPF: EPF should be ensured for all workers, for this separate Electronic-Challan-Cum-Receipt (ECR) for this contract shall be furnished by contractor along with challan.

b. Proof of Compliance of provision of ESI & Workmen compensation act etc.: ESI should be ensured on all workers, for this Electronic-Challan-Cum-Receipt (ECR) shall be furnished by contractor along with challan for this contract. Copy of the ESI card of all workers shall be submitted within time by Contractor.

c. Proof of Compliance of Minimum wages act: Compliance of minimum wages is of prime importance, for this muster roll to be maintained as per actual available manpower on each day. Accordingly, wage register to be maintained after considering the latest minimum wages of each category of staff. The wages of every person employed against the contract shall be paid before expiry of the 7th (Seventh) day of the wage period. For this muster roll, wage register & proof of payment of wages shall be submitted along with each quarterly bill.

d. Certificates by contractor for compliance of labour laws on desired format.

e. Monthly Summary of work done along with copy of attendance register.

f. Month wise work/activities verified by Noida Metro Rail Corporation Limited representative.

g. Material consumption detail.

h. GST declaration on desired format of Noida Metro Rail Corporation Limited.

i. Spare requirement for next 1 year.

j. Other documents as desired by Noida Metro Rail Corporation Limited time to time.

Note: All the above documents to be submitted on the formats as desired by Noida Metro Rail Corporation Limited. Formats may be changed any time on the discretion of Noida Metro Rail Corporation Limited to suit the requirement.

5.13 Entry Exit Pass

The Engineer-In-charge shall provide the photo entry exit pass to the staff deputed after submittal of antecedent check, police verification and contractor's photo identity card by the contractor.

Centralized cell of Noida Metro Rail Corporation Limited shall provide the photo entry/exit pass to the outsourced/contractor staff deputed for contract work in Noida Metro Rail Corporation Limited premises. Hence Contractors are requested to submit the C & A verification form of all staff engaged in Noida Metro Rail Corporation Limited immediately after issue of the 'NOA', to the office of Noida Metro Rail Corporation Limited for verification and for the purpose of issue of entry exit pass from Noida Metro Rail Corporation Limited before start of work.

Section 6: Draft Contract Agreement

This agreement made on the…….day of..... 2024 at Noida, District Gautam Buddha Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Buddh Nagar, Uttar Pradesh, India** *represented by..... of the company, by virtue of his designation and authorization by* ***Sh. ……., ……., Noida Metro Rail Corporation Limited***(hereinafter called as the "Corporation"), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

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

The Corporation and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement-

Reference:

(i) Tender No. …… Dated……..

(ii) Bid Documents duly accepted and submitted by …… dated……..

(iii) The Bidding Documents which include all the Sections specified below:

a. Section 1: General Information

b. Section 2: Terms of Reference

c. Section 3: Instructions to Bidders

d. Section 4: Eligibility, Evaluation and Selection Process

e. Section 5: Conditions of Contract

f. Section 6: Draft contract agreement

g. Section7: Forms

(iv) Notice of Award (.....) issued by Noida Metro Rail Corporation Limited

(v) Letter of Acceptance of NOA (…….) given by.....to Noida Metro Rail Corporation Limited

(vi) Any other admitted correspondence documents between Noida Metro Rail Corporation Limited and the Bidder.

3. Duration of Contract

The Corporation intends to appoint a Contractor to Noida Metro Rail Corporation Limited for a period of 36 Months**.**

4. Price Schedule

Noida Metro Rail Corporation Limited shall consider the following Total Contract Price, as quoted by the Contractor as part of financial bid**.**

5. The courts at District Gautam Buddh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

6. In consideration of the payments to be made by the Corporation to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Corporation to execute the Works/ Services and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. “Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document, Corrigendum, Addendum uploaded by Noida Metro Rail Corporation Limited on the E-Tender Portal (http://etender.up.nic.in) and any other correspondence in this regard, shall not be treated as a part of the contract Agreement & shall not be binding upon Noida Metro Rail Corporation Limited in anyway whatsoever at any stage of work during execution or thereafter."

7. The Corporation hereby covenants to pay the Contractor in consideration of the execution and completion of the Works/Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract and NOA.

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

For and on behalf of the Contractor	For and on behalf of the Corporation
Signature of the authorized official	Signature of the authorized official
Name of the official	**Name of the official**

Stamp/Seal of the Contractor

In the presence of:
Sign of Witness 1_____
_____
Name_____
Address_____

Stamp/Seal of the Corporation

In the presence of:
Sign of Witness1_____
Name_____
Address_____

Section 7: Forms

7.1 Form 1: Letter of Proposal Submission

[Location, Date]

To,

General Manager/Project,
Noida Metro Rail Corporation Limited,
Block III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301

Subject: AMC of Platform Screen Door System at Noida-Greater Noida Metro Aqua Line

Dear Sir,

We, the undersigned, offer **AMC of Platform Screen Door System at Noida-Greater Noida Metro Aqua Line** in accordance with your RFP Document dated [……..]. 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 accept all the terms and conditions of this tender document unconditionally.

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

Authorized Signatory Name:
Date:

Name of the Bidder with seal

7.2 Form 2: Firm Details

1.	**Title and name of the Project:** **AMC of Platform Screen Door System at Noida-Greater Noida Metro Aqua Line**
2.	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 contac person: t …… …… ……...
3.	GST Registration Number (Attach Documentary Proof)
4.	PAN (Attach Documentary Proof)
5.	Employees Provident Fund No. (attach documentary proof)
6.	Employees state insurance Act in India No. (attach documentary proof)

7.3 Form3: Capability Statement

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

Tender Reference No:_____

Name of Work:_____

Name of Bidder:_____

S. No.	ELIGIBILITY CRITERIA		(To be filled by the Bidder)
1	Sole proprietorship, registered partnership firm (including LLP), public limited company or 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 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.7.86 Crore (Seven Crore Eighty Six Lac Rupees only) or **ii.** Two similar completed works each costing not less than the amount equal to Rs. 4.91 Crore (Four Crore Ninety One Lac Rupees only) or **iii.** Three similar completed works each costing not less than the amount equal to Rs. 3.93 Crore (Three Crore Ninety Three Lac Rupees only.	7 years	

S. No.	ELIGIBILITY CRITERIA		(To be filled by the Bidder)
3	The Bidder should have minimum Average Annual Turnover of Rs. 2.62 Crore (Two Crore Sixty Two Lac Rupees only)in the last 5 (five) Financial Years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23) .	FY 2022-23	
		FY 2021-22	
		FY 2020-21	
		FY 2019-20	
		FY 2018-19	
		Average Annual Turnover	
4	The Bidder Net worth should be greater or equal to Rs. 65.62 Lac (Sixty Five Lac Sixty Two Thousands Only) in the last audited financial year.	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, 2020-21, 2021-22, 2022-23)	FY 2022-23	
		FY 2021-22	
		FY 2020-21	
		FY 2019-20	
		FY 2018-19	
6	The Bidder should be registered with the Goods and Services Tax Authorities.		
7	The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and 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.		
8	The Bidder should have Working Capital /Net cash flow (Current Assets minus current Liabilities) of more than or equal to Rs. 46.80 Lac (Fourty Six Lac Eighty Thousand Only) in last audited financial year.	FY 2022-23	

7.4 Form 4: Work Experience

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

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

Authorized signatory Name:
Date:
Name of the Bidder with seal
***NOTE:**

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

2. The tenderer shall upload details of work executed by them in the prescribed format for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded.

3. Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.

4. For completed works, value of work done shall be updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.

7.5 Form 5: Financial Capability Details

Bidder should submit their financial details as per the following:

This is to certify that the details of M/s …… …… ……. having registered office at …… …… …… ……., as applicable, is as below:

A.

S. No.	Financial year	Name of the Bidder	Turnover from Work
1.	FY 2022-23		
2.	FY 2021-22		
3.	FY 2020-21		
4.	FY 2019-20		
5.	FY 2018-19		
	Average Annual Turnover		

B.

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

C.

S. No.	Financial Year	Name of Bidder	Net Worth
1.	FY 2022-23		

D.

S. No.	Financial Year	Name of Bidder	Working capital
1.	FY 2022-23		

E.

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

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

Undertaking

I/We_____(M/s_____) declare that the Annual Accounts for FY 2022-23 have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared.

Authorized Signatory

(Name & Designation of Authorized Signatory)

In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 4 (four) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared*."*

NOTE:

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

7.6 Form 6: Bid Validity

Name of Work: AMC of Platform Screen Door System at Noida-Greater Noida Metro Aqua Line.

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 and shall not communicate information derived there from to any person.

Signature of the bidder with seal Dated:

Witness:

Address:

Occupation

7.7 Form 7: Undertaking

Name of Work: AMC of Platform Screen Door System at Noida-Greater Noida Metro Aqua Line

I confirm that we (Tenderer),_____

a. Have not been banned in NMRC and any other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer as on the date of tender submission.

b. Do not have any pending litigation & non-performing contracts during last 5 (five) years. Further, has not been barred by any other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries as on the date of tender submission.

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. Have not ever been terminated due to poor performance.

f. Have not suffered Bankruptcy/ insolvency in last 5 (five) years.

g. Have not been blacklisted/ debarred by any organization.

h. Have not been put on defaulter's list of EPF/ESI/GST/Labor department etc. during the last 5 (five) years.

i. Have not been involved in any illegal activity and/or has not been charge sheeted for any criminal act during the last 5 (five) years.

j. Have not submitted any misleading information in the Bid.

k. Are financially sound to perform the work.

Authorized signatory Name:
Date:

Name of the Bidder with seal

7.8 Form 8: Power of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)
Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We ……(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms……(name and residential address) who is presently employed with us and holding the position of_____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **"AMC of Platform Screen Door System at Noida-Greater Noida Metro Aqua Line"** 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 Noida Metro Rail Corporation Limited or any other authority, and providing information / responses to the Noida Metro Rail Corporation Limited, representing us in all matters before the Noida Metro Rail Corporation Limited, 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 Noida Metro Rail Corporation Limited and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.
All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP Document.

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

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

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

……

Signature and stamp of Notary of the place of execution

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

1. ……. (Signature)
Name …….

Designation.....……..
2. ……. (Signature)
Name …….

Designation.....……..
Notes:

(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)

7.9 Form 9: Saleable Form for Tender Document

Job No. ……..

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

DETAILS OF EARNEST MONEY ATTACHED

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

BIDDER

7.10 Form 10: Declaration of Refund of Earnest Money

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

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

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

Date: **Signature with Stamp/Seal**

7.11 Form 11: Proforma for Clarifications / Amendments on the RFP

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

Authorized signatory Name:
Date:

Name of the Bidder with seal

7.12 Form 12: Bid Offer/ BOQ (Format)

To
General Manager/Project,
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301
District Gautam Buddh Nagar, Uttar Pradesh

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

Sub: AMC of Platform Screen Door System at Noida-Greater Noida Metro Aqua Line

Dear Sir,
I/we have read and examined the RFP document, general terms and conditions for the work.
I/we hereby quote the following Total price for services in rupees for providing **AMC of Platform Screen Door System at Noida-Greater Noida Metro Aqua Line**, payable by Noida Metro Rail Corporation Limited.

BILL OF QUANTITY (BOQ)

Schedule -A- Year wise costing for maintenance of complete PSD system excluding ADS

S.N.	Description of work	Total Amount excluding GST (in INR)	GST (@ 18%)	Total Amount including GST (in INR)
1	Maintenance of PSD system of NGN for 1st year (excluding ADS)			
2	Maintenance of PSD system of NGN for 2nd year (excluding ADS)			
3	Maintenance of PSD system of NGN for 3rd year (excluding ADS)			
Total cost for maintenance of PSD system (excluding ADS) for 3 years including GST				

Note-
a) Evaluation for selection of L1 shall be based upon total cost of Schedule A quoted by the bidders.
b) In Schedule A, costing for any subsequent year shall not be less than that of preceding year.
c) Payment against above work to be raised on quarterly basis.
d) Preventive and Corrective maintenance of ADS system is optional and shall be executed upon instruction by the Engineer/Employer as per requirements.
e) Cost of Preventive and Corrective maintenance of ADS system shall be 10% of the AMC

cost quoted by the bidder for PSD system in Schedule A of Form 12 for the respective year.

f) Upon execution of the optional item, contract price shall be modified to include the cost of Preventive and Corrective maintenance of ADS system as per clause 2.3.4.2.

Schedule – B- Rate of Manpower for 1st year#

S.N.	Description	Quantity	Annual CTC per staff
1	Manager	1	
2	Engineer/Supervisor	5	
3	Technician	24	

Note-

Increase in rates of manpower for 2nd and 3rd year shall be in the same proportion as that in Schedule A.

- variation in contract value due to Increase/decrease of manpower, as specifically communicated by the employer, based on the requirements of the work, shall be calculated as per manpower rates quoted by the bidder in Schedule B.

Note:

1. The rates and prices tendered in the priced bill of quantities are for complete work and complete in all respects. It will be deemed to include all labour, supervision, maintenance, materials as per scope of work, unloading, loading, handling, transport, contractor's profit and establishment/overheads, all miscellaneous charges, incidental charges, together with all general risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract.

2. The total payment due to contractor shall be inclusive of all taxes, Tender Requirements, Statutory Contributions, etc.

3. The GST will be reimbursed based on the invoice of GST paid to the concerned authority by the contractor.

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

5. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

6. We agree that-

a. Noida Metro Rail Corporation Limited shall have right to cancel the tender at any point of time without any reason.

b. Noida Metro Rail Corporation Limited reserves the right to terminate/cancel the agreement (contract) at a notice of 60 days.

c. During Tenure/Notice Period we will continue to perform all of our obligations/duties within the scope of this contract.

In case of failure to adhere to above, Noida Metro Rail Corporation Limited shall reserve the right to encash the PBG.

_____

Signature and Name of the Authorized Person

_____

NAME OF THE BIDDER AND SEAL

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

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this…….. day of…….. (month & year) between Bank of…… (herein after called the "Bank") of the one part, and Noida Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.

2. Whereas Noida Metro Rail Corporation limited has awarded the contract for ……(name of work) (hereinafter called "the contract") to M/s…….(Name of the Contractor)….hereinafter called "the Contractor".

3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of ₹……(Amount in figures and words).

4. Now we the Undersigned…… (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of…… (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of ₹……(Amount in figures and Words) as stated above.

5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately/same day on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s/ Arbitral Tribunal relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid till …… (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of AMC.

7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

8. The Bank agrees that no changes, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and

the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

11. The expressions "the Employer", "the Bank" and "the Contractor" herein before used shall include their respective successors and assigns.

12. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs…….(Rs. …….)

(b) This Bank Guarantee shall be valid up to …….

(c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before…….

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

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

Signed, sealed and delivered for and on behalf of the Bank by the above named_____
In the presence of:

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

Notes:

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

7.14 Form 14: Bid Details

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

S. No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form3: Capability Statement		
6	Form 4: Work Experience		
7	Form 5: Financial Capability Details		
8	Form 6: Bid Validity		
9	Form7: Undertaking		
10	Form8: Power of Attorney		
11	Form9: Saleable form for Tender Document		
12	Form 10: Declaration of Refund of Earnest Money		
13	Form 11: Proforma for Clarifications /Amendments on the RFP		
14	Form 12: Bid offer/BOQ Format		
15	Form 13: Format to Submit Performance Bank Guarantee (PBG)		
16	Form 14: Bid Details		
17	Form 15: Declaration of Bid Security		
18	Any other document asked by the Purchaser if submitted, specify the documents or any other document which the Tenderer considers relevant		

7.15 Form 15: Declaration for Bid Security

To,

M/s Noida Metro Rail Corporation

SUB: AMC of PSD System at Noida-Greater Noida Aqua Line

TENDER NO:……

Dear Sir After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s_____ **(Name of Bidder)** have submitted our offer/ bid no. …….

We, M/s_____ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per polices of Noida Metro Rail Corporation Limited in this regard), if we are in breach of our obligation(s) as per following:

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the Noida Metro Rail Corporation Limited during the period of bid validity:

(i) fail or refuse to execute the Contract, if required, or
(ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.

(c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal: