

RFP for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor.



NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

REQUEST FOR PROPOSAL (RFP)

**For URGENT CIVIL MAJOR WORKS AND REPLACEMENT WORKS AT AQUA LINE N-GN
CORRIDOR.**

E tender No. NMRC/O&M/C-145/333/2024

July 2024

Issued by:

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

Disclaimer

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “RFP for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor.” contains brief information about the scope of work and selection process for the Bidder (“the Contractor” or “the Tenderer”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

Glossary

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

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Data Sheet

1	Name of the Bid	RFP for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor.
2	Approximate Cost of Work	INR 1,78,15,250.56/- (including GST)
3	Time-period of contract	Fourty Five Days
4	Method of selection	Cost Based Selection (Lowest – L1)
5	Bid Processing Fee	INR 23,600 (including GST) (Rupees Twenty Three Thousand Six Hundred only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Ernest Money Deposit (EMD)	INR 1,78,153 Lakh /- (Rupees One Lakh seventy eight Thousand one hundred fifty three only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Corporation's official for addressing queries and clarifications	ED/NMRC Noida Metro Rail Corporation Ltd., Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcnoida@gmail.com Website:www.nmrcnoida.com, http://etender.up.nic.in
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	Schedule of Bidding Process	
	Head	Key Dates
	Uploading of Bid	18/07/2024
	Pre-bid Meeting	22/07/2024, 1100 hrs (IST)
	Last date of seeking clarification, if any	23/07/2024, 1730 hrs (IST)

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	Last date of issuing amendment, if any	31/07/2024
	Last Date of Bid Submission	08/08/2024, 1500 hrs (IST)
	Date of Technical Bid Opening	08/08/2024, 1530 hrs (IST)
13	Consortium to be allowed	No
14	Account details	For Bid Processing Fee & EMD State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh - 201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.

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Section 1: General Information

1.1. Background

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed by Noida and Greater Noida Authorities for planning and executing urban transport projects in Noida, Greater Noida regions. The Corporation desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Corporation is to help create an efficient, safe, reliable, economical and affordable public transport system.
- c. An elevated metro line between Noida and Greater Noida is already under operation since January 2019.
- d. NMRC invites E-Bids for selection of Contractor for RFP for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor.
- e. In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this RFP Document.
- f. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted and financial proposal of only qualified Bidders will be opened.

1.2. About Metro Locations

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

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1.3. Communication

All communications should be addressed to -

ED/NMRC

Noida Metro Rail Corporation (NMRC) Limited

Block-III, 3rd Floor, Ganga Shopping Complex, Sector-
29, Noida -201301

District Gautam Budh Nagar, Uttar Pradesh

Email: nmrcnoida@gmail.com

Section 2: Terms of Reference

2.1. Objective

The objective of the contract is the maintenance completion, testing and commissioning of the permanent works by the Contractor (including without limitation, the maintenance and removal of the Temporary Works) and the rectification of defects appearing in Permanent Works in the manner and to the standards and within the time stipulated by the Contract. In full recognition of this objective, and with full acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the execution of the Works.

2.2. General

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

2.2.2. The Maintenance Works shall be executed to the highest standards available using proven up-to-date good Engineering 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 Technical Specifications contained in the Tender Documents.

2.3. Scope of Works

The contractor will execute the work and shall prepare the GFC (Good for Construction) drawings/ Method statements/Progress charts for the approval of the NMRC as per scope of works.

2.3.1. The above mentioned work shall be carried out with contractor's own material & labour as per the specification & drawing.

2.3.2. The Brief scope of work is mentioned in DSR/BOQ and as per site requirement.

The work under this contract shall consist of, but not limited to, all materials, labour, equipment's, tools, plants and necessary machinery as required to completely execute any or/ and following works within NMRC premises/ scope:

- a. Urgent maintenance and replacement activities that arises due to operation shall constitute of following (based on Sub-Work order which shall be part of main contract):
 - Replacement of the entry exit roof sheet, including dismantling of the old roof sheet at all heights and transportation to the NMRC depot civil store, will be carried out.
 - All rusted sheets will be replaced with new ones at various heights without disturbing the metro commuters.
 - The agency has arranged all scaffolding required for replacing and dismantling the

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roof sheet at their cost.

- The dismantling of the existing brickbat waterproofing at Sec 51 and 83 roofs and the shifting of all debris to the dumping site will be done at their cost.
- Providing and laying of Brickbat Koba waterproofing will be done as per the item mentioned in the BOQ or as directed by the Engineer-in-Charge.
- Providing and laying of bituminous road at Sec-51 and Sec-101 will be done as per the direction of the Engineer-in-Charge.
- All excavation, carriage of material, and laying of road material will be done in the presence of an NMRC representative.
- All activities related to the road will be executed as per the specified items in the BOQ or as directed by the Engineer-in-Charge.
- Other DSR items executed by the contractor as mentioned in the BOQ will be performed according to the DSR 2023 specifications.

b. Any other new work.

c. Other miscellaneous items as per instructions of engineer in charge. It is to be noted:

- a. The contractor shall plan & execute the work in such a way that the work proceeds smoothly to the satisfaction of engineer.
- b. The Contractor shall attend regular coordination meetings convened by the employer/engineer for interface and adhere to the decisions taken in the meeting.
- c. Access will be provided to the staff of the contractor appointed by employer for carrying out their works and bringing materials and Equipments at site. However, the security of materials and Equipments brought at the site will be the responsibility of the Contractor.
- d. The Contractor shall take all necessary precautions to ensure safety of the staff, adjoining structures, materials & equipments and the work in progress as per the directions of engineer-in- charge.

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

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

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

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2.3.4. Specifications - CPWD Specifications / IS code are applicable.

2.4. Tenure

The tenure for services shall be for a period of 45 days.

2.5. Interface Work

In addition, the Contractor shall be required to accommodate requirements of miscellaneous works as per interfacing requirements. The Contractor shall carry out necessary coordination's with PEB works contractor, E&M Contractor and various system contractors pertaining to traction power supply, signaling, telecommunication, AFC etc. for keeping provisions pertaining to cut outs, shafts, raceways, concealed conduits, other conduits, fixtures, inserts clearances etc. all complete for the scope of work. The contractor shall coordinate with PEB works contractor for providing maintenance work so as to achieve the key dates.

Earthing and lighting protection wherever required.

2.6. Structures

The maintenance and replacement of structures will have to be planned in such a manner that they do not obstruct or interfere with existing roads/ railways and other utilities. Where work is required to be carried out at locations adjacent to such roads/ railways, utilities, structures, monuments etc. suitable safety and protection arrangements will have to be ensured for which nothing extra will be payable. It should be ensured that no damage is caused to any such element and Engineer/ Employer shall be indemnified against such damage at no extra cost.

2.7. Reference to the Standard Codes of Practice

All Standards, Technical Specifications and Codes of practice referred to shall be latest editions including all applicable official amendments and revisions. The Contractor shall make available at site all relevant Indian Standard Codes of practice and IRSC & IRC Codes as applicable.

Wherever Indian Standards do not cover some particular aspects of maintenance, relevant British, German Standards will be referred to. The Contractor shall make available at site such standard codes of practice.

2.8. Dimensions

2.8.1. As regards errors, omissions and discrepancies in Specifications and Drawings, relevant clause of Special Conditions of Contract will apply.

2.8.2. The Contract shall utilise the SI system of units. Codes and Standards in imperial units shall not be used unless the Engineer has given his consent.

2.8.3. Conversion between metric units and imperial units shall be in accordance with the

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relevant Indian Standards.

2.8.4. The levels, measurements and other information concerning the existing site as shown on the conceptual/ layout drawings are believed to be correct, but the Contractor should verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever will be entertained on account of any errors or omissions in the levels or strata turning out different from what is shown on the drawings.

2.9. Space for Temporary Office and Storage

2.9.1. A suitable area of land shall be provided on temporary basis by NMRC free of cost on as is where basis for execution of work, subject to availability.

2.9.2. This land shall be made good for such offsite activities as needed by the contractor at no extra cost to NMRC. The land shall be cleared from debris all structures made by the contractor including, RCC footings and rafts etc. before handing over back to the Employer and final bill shall be released to the contractor after all structures from the maintenance depot are removed.

2.10. Standards

2.10.1. Equipment, materials and systems shall be designed, manufactured and tested in accordance with the latest issue of International and/or National codes and standards.

2.10.2. Reference to standards or to materials and equipment of a particular manufacturer shall be regarded as followed by the words "or equivalent". The Contractor may propose alternative standard materials, or equipment that shall be equal to or better than those specified. If the Contractor for any reason proposes alternatives to or deviations from the specified standards, or desires to use materials or equipment not covered by the specified standards, the Contractor shall apply for the consent of the Engineer. The Contractor shall state the exact nature of the change, the reason for making the change and relevant specifications of the materials and equipment in the English language. The decision of the Engineer in the matter of quality will be final.

2.10.3. The Contractor shall establish and maintain a Quality Assurance System in accordance with Appendix 2: Quality Assurance to these Employer's Requirements for design and maintenance procedures and the interfaces between them. This Quality Assurance system shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems that the Contractor already maintains.

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2.11. Site Information

- 2.11.1. The project site is located in Noida-Greater Noida Metro Corridor.
- 2.11.2. The Contractor shall plan his works keeping in view restriction of approach and availability of space and time.
- 2.11.3. Climatic Conditions – Noida-Greater Noida experiences extreme climatic conditions and tenderers must acquaint themselves about the same before submitting the tender. The Employer shall in no way be responsible on this account.

2.12. Contractor's Superintendence

- 2.12.1. The Contractor shall submit a Staff Organization Plan in accordance with the GCC. This plan shall be updated and resubmitted whenever there are changes to the staff. The plan shall show the management structure and state clearly the duties, responsibilities and authority of each staff member.
- 2.12.2. The design of the temporary works shall be undertaken by a designer (the designer) who has experience in the design of temporary works. During execution of work, if at any stage the performance is not found satisfactory, the contractor shall change with prior permission of NMRC. The designer will certify the temporary works design and as built drawings, if this work is to be carried out by others and he will do regular inspection of the works to confirm that the construction complies with the intent of the design.
- 2.12.3. The site agent and his associates/supervisors shall have experience and qualification appropriate to the type and magnitude of the Works. Full details shall be submitted of the qualifications and experience of all proposed staff to the Engineer for his approval.

2.13. Use of Site

- 2.13.1. The Site or Contractor's Equipment shall not be used by the Contractor for any purpose other than for carrying out the Works in the scope of this contract, except that, with the consent in writing of the Engineer, the Site or Contractor's Equipment such as batching and mixing plants for concrete and bituminous materials may be used for the work in connection with other contracts under the Employer.
- 2.13.2. The location and size of each stockpile of materials, including excavated materials, within the Site shall be as permitted by the Engineer. Stockpiles shall be maintained at all times in a stable condition.
- 2.13.3. Entry to and exit from the Site shall be controlled and shall be only available at the

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locations for which the Engineer has given his consent.

2.14. Access to the Site

2.14.1. The Contractor shall make its own arrangements, subject to the consent of the Engineer, for any further access required to the Site.

2.14.2. In addition, the Contractor shall ensure that access to every portion of the Site is continually available to the Employer and Engineer.

2.15. Barricades and Signboards

2.15.1. The Contractor shall erect barricades as per requirement & wherever necessary around its areas of operations to prevent entry by unauthorized persons to his Works Areas. No work shall be commenced in any Works Area until the Engineer has been satisfied that the barricades installed by the Contractor are sufficient to prevent, within reason, unauthorized entry.

2.15.2. Barricades shall be maintained in clean and good order by the Contractor until the completion of the Works.

2.15.3. All Barricades installed by the Contractor shall be removed by the Contractor upon the completion of the Works, unless otherwise directed by the Engineer.

2.15.4. Barricades can be reused after removing from one place to other locations/ sites provided they are in good condition and approved by Engineer.

2.15.5. Damage/worn-out barricades shall be replaced by contractor within 24 hours. Engineer's decision regarding need for replacement shall be final and binding and if no action is taken by contractor, the Engineer may get it repaired through other agency and the cost of any repairs will be deducted by the Engineer from any payment due to the Contractor.

2.16. Clearance of Site

All Temporary Works which are not to remain on the Site after the completion of the Works shall be removed prior to completion of the Works or at other times instructed by the Engineer. The Site shall be cleared and reinstated to the lines and levels and to the same condition as existed before the Works started except as otherwise stated in the Contract.

2.17. Survey of Site and Investigations

The datum used for the Contract shall be Mean Sea Level Datum.

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- 2.17.1. The Contractor shall relate the maintenance of the Works to the Site Grid. To facilitate this, survey reference points have been established and the Engineer will provide benchmarks in the vicinity of the Site.
- 2.17.2. Before the Contractor commences the setting out of the Works, the Engineer will provide a drawing showing the position of each survey reference point and bench mark, together with the co- ordinates and/or level assigned to each point. The Contractor shall satisfy itself that there are no conflicts between the data given and shall establish and provide all subsidiary setting out points, monuments, towers and the like which may be necessary for the proper and accurate setting out and checking of the Works.
- 2.17.3. The Contractor shall carefully protect all the survey reference points, bench marks, setting out points, monuments, towers and the like from any damages and shall maintain them and promptly repair or replace any points damaged from any causes whatsoever. The Contractor shall regularly recheck the position of all setting out points, bench marks and the like to the satisfaction of the Engineer.
- 2.17.4. Upon handover to the Contractor, the survey reference points will become the responsibility of the Contractor. The Contractor shall, by annual or more frequent review, ensure that these survey points continue to remain consistent with the bench marks.
- 2.17.5. The Contractor shall carry out all further site investigations necessary for the design of the Permanent Works and to enable the determination of the methods of maintenance and the nature, extent and design of the Temporary Works.

2.18. Safety, Health and Environmental Requirements

The Contractor shall comply with in the conditions stipulated in the Conditions of contracts on Safety, Health & Environment (SHE),

2.18.1. Use of “Tractor Transmission type” Pick and Carry Hydra crane:-

“Tractor Transmission type” Pick and Carry Hydra Crane – 1st Generation model is prohibited at NMRC works. Contractor shall mobilize “Truck Transmission type” Pick and Carry Hydra Crane – 2nd Generation model or higher version.

2.18.2. Other Safety Measures - Standby Equipment

The Contractor shall provide adequate stand-by equipment to ensure the safety of personnel, the Works and the public.

2.19. Technology Transfer

The Contractor shall ensure that all local contractors and sub-contractors engaged in the works are given training, guidance and the necessary opportunity for transfer of technology in various areas of maintenance such as instrumentation, safety, quality assurance, viaduct and station etc.

2.20. Care of the Works

- a. Unless otherwise permitted by the Engineer all work shall be carried out in dry conditions.
- b. The works, including materials for use in the works, shall be protected from damage due to water. Water on the Site and water entering the Site shall be promptly removed by temporary drainage or pumping systems or by other methods capable of keeping the Works free of water. Silt and debris shall be removed by traps before the water is discharged and shall be disposed of at a location or locations to which the Engineer has given his consent.
- c. The discharge points of the temporary systems shall be as per the consent of the Engineer. The Contractor shall make all arrangements with and obtain the necessary approval from the relevant authorities for discharging water to drains watercourses etc. The relevant work shall not be commenced until the approved arrangements for disposal of the water have been implemented.
- d. The methods used for keeping the Works free of water shall be such that settlement of, or damage to, new and existing structures do not occur.
- e. Measures shall be taken to prevent flotation of new and existing structures.

2.21. Protection of the Works from Weather

- 2.21.1. Work shall not be carried out in weather conditions that may adversely affect the Works unless proper protection is provided to the satisfaction of the Engineer.
- 2.21.2. Permanent Works, including materials for such Works, shall be protected from exposures of weather conditions that may adversely affect such Permanent Works or materials.
- 2.21.3. During maintenance of the Works storm restraint systems shall be provided where appropriate. These systems shall ensure the security of the partially completed and ongoing stages of maintenance and in all weather conditions. Such storm restraint systems shall be installed as soon as practicable and shall be compatible with the right of way, or other access around or through- out the Site.

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2.21.4. The Contractor shall at all times, make programme and order progress of the work and make all protective arrangements such that the Works can be made safe in the event of storms.

2.21.5. The finished works shall be protected from any damage that could arise from any activities on the adjacent site/ works.

2.22. Damage and Interference

- a. Work shall be carried out in such a manner that there is no damage to or interference with:
 - (i) watercourses or drainage systems; (ii) utilities; (iii) structures (including foundations), roads, including street furniture, or other properties; (iv) public or private vehicular or pedestrian access; (v) monuments, trees, graves or burial grounds other than to the extent that is necessary for them to be removed or diverted to permit the execution of the Works. Heritage structures shall not be damaged or disfigured on any account. The Contractor shall inform the Engineer as soon as practicable of any items which are not stated in the Contract to be removed or diverted but which the Contractor considers need to be removed or diverted to enable the Works to be carried out. Such items shall not be removed or diverted until the consent of the Engineer to such removal or diversion has been obtained.
- b. Items which are damaged or interfered with as a result of the Works and items which are removed to enable work to be carried out shall be reinstated to the satisfaction of the Engineer and to at least the same condition as existed before the work started. Any claims by Utility Agencies due to damage of utilities by the Contractor shall be borne by the Contractor.
- c. The Contractor shall immediately inform the Engineer of any damage to structures, roads or other properties.
- d. The Contractor shall take all necessary precautions to protect the structures or works being carried out by others adjacent to and, for the time being, within the Site from the effects of vibrations, undermining and any other earth movements or the diversion of water flow arising from its work.

2.23. Site Establishment - Latrines and Wash places

2.23.1. The Contractor shall provide latrines and wash places for the use of its personnel and all persons who will be on the Site. The size and disposition of latrines and wash places shall accord with the numbers and dispositions of persons entitled to be on the Site, which may necessitate their location on structures and, where necessary there shall be separate facilities for males and females. The capacities and layout shall be

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subject to approval of the Engineer. The Contractor shall arrange regular disposal of effluent and sludge in a manner that shall be in accordance with local laws/regulations.

- 2.23.2. The Contractor shall be responsible for maintaining all latrines and wash places on the Site in a clean and sanitary condition and for ensuring that they do not pose a nuisance or a health threat. The Contractor shall also take such steps and make such provisions as may be necessary or directed by the Engineer to ensure that vermin, mosquito breeding etc. are at all times controlled.

2.24. Quality Assurance

- 2.24.1. The Contractor shall establish and maintain a Quality Assurance System in accordance with Appendix 2: Quality Assurance. This Quality Assurance system shall be applied without prejudice

to, or without in any way limiting, any Quality Assurance Systems that the Contractor already maintains.

2.25. Testing

- 2.25.1. The Contractor shall provide and perform all forms of testing procedures applicable to the Works and various components and the interfacing of the Works with the other Contract works and shall conduct all necessary factory, site and acceptance tests.
- 2.25.2. All testing procedures shall be submitted at least thirty (30) days prior to conducting any Test. The Testing procedures shall show unambiguously the extent of testing covered by each submission, the method of testing, the Acceptance Criteria, the relevant drawing (or modification) status and the location.
- 2.25.3. The testing Procedures shall be submitted, as required, by the Contractor during the duration of the contract to reflect changes in system design or the identification of additional testing requirements.
- 2.25.4. All costs associated with the Testing shall be borne by the Contractor, unless otherwise specified, including the services of any specialised personnel or independent assessors. The Contractor shall also bear any expenses incurred due to resetting caused by defects or failure of equipment to meet the requirements of the Contract in the first instance.
- 2.25.5. Unless agreed in writing by the Engineer, the personnel engaged on testing shall be independent of those directly engaged in the design or installation of the same equipment.

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2.25.6. All testing equipment shall carry an appropriate and valid calibration labels.

2.26. Batches, Samples and Specimens

2.26.1. A batch of material is a specified quantity of the material that satisfies the specified conditions. If one of the specified conditions is that the material is delivered to the Site at the same time, then material delivered to the Site over a period of a few days may be considered as part of the same batch if in the opinion of the Engineer there is sufficient proof that the other specified conditions applying to the batch apply to all of the material delivered over the period.

2.26.2. A sample is a specified quantity of material that is taken from a batch for testing and which consists of a specified amount, or a specified number of pieces or units, of the material.

2.26.3. A specimen is the portion of a sample that is to be tested.

2.27. Samples for testing

2.27.1. Samples shall be of sufficient size and in accordance with relevant Standards to carry out all specified tests.

2.27.2. Samples taken on the Site shall be selected by, and taken in the presence of, the Engineer and shall be suitably marked for their identification. An identification marking system should be evolved at the start of works in consultation with the Engineer. Samples shall be protected, handled and stored in such a manner that they are not damaged or contaminated and such that the properties of the sample do not change.

2.27.3. Samples shall be delivered by the Contractor, under the supervision of the Engineer, to the specified place of testing. Samples on which non-destructive tests have been carried out shall be

2.27.4. collected from the place of testing after testing and delivered to the Site or other locations instructed by the Engineer.

2.27.5. Samples which have been tested may be incorporated in the Permanent Works provided that: the sample complies with the specified requirements; ii) the sample is not damaged; and iii) the sample is not required to be retained under any other provision of the Contract.

2.27.6. Additional samples shall be provided for testing if in the opinion of the Engineer: material previously tested no longer complies with the specified requirements; or ii) material has been handled or stored in such a manner that it may not comply with the specified requirements.

2.28. Conducting Testing

2.28.1. The Contractor shall be responsible for all on-site and off-site testing and for all in-situ testing. All appropriate laboratory tests shall be carried out in the Contractor's laboratory, unless otherwise permitted or required by the Engineer. Where the laboratory is not appropriately equipped and/or staffed for some tests, or if agreed to by the Engineer, tests may be carried out in other laboratories provided that:

- i. They are accredited for the relevant work to a standard acceptable to the Engineer; and
- ii. Particulars of the proposed laboratory are submitted to the Engineer for his consent.
- iii. In-situ tests shall be done in the presence of the Engineer.

2.28.2. Equipment, apparatus and materials for in-situ tests and laboratory compliance tests carried out by the Contractor shall be provided by the Contractor. The equipment and apparatus shall be maintained by the Contractor and shall be calibrated before the testing starts and at regular intervals as permitted by the Engineer. The equipment, apparatus and materials for in the situ tests shall be removed by the Contractor as soon as practicable after the testing is complete.

2.28.3. The Contractor shall be entitled in all cases to attend the testing carried out in the Employer's or other laboratories, to inspect the calibration certificates of the testing machines and to undertake the testing on counterpart samples. Testing of such samples shall be undertaken in laboratories complying with Clause above and particulars of the laboratory proposed shall be submitted to the Engineer for consent prior to the testing.

2.28.4. Attendance on tests, including that by the Engineer, Contractor and Designer, shall be as laid down in the Quality Assurance procedures.

2.29. Compliance of Batch

2.29.1. The results of tests on samples or specimens shall be considered to represent the whole batch from which the sample was taken.

2.29.2. A batch shall be considered as complying with the specified requirements for a material if the results of specific tests for of the specified properties comply with the specified requirements for the properties.

2.29.3. If additional tests are permitted or required by the Engineer but separate compliance criteria for the additional tests are not stated in the Contract, the Engineer shall determine if the batch complies with the specified requirements for the material on the

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basis of the results of all tests, including the additional tests, for every property.

2.30. Records of Tests

2.30.1. Records of in-situ tests and laboratory compliance tests carried out by the Contractor shall be kept by the Contractor on the Site and a report shall be submitted to the Engineer within seven (7) days, or such other time stated in the Contract or in the Quality Assurance Programme, after completion of each test. In addition to any other requirements, the report shall contain the following details:

- a. material or part of the Works tested;
- b. location of the batch from which the samples were taken or location of the part of the Works;
- c. place of testing;
- d. date and time of tests;
- e. weather conditions in the case of in-situ tests;
- f. technical personnel supervising or carrying out the tests;
- g. size and description of samples and specimens;
- h. method of sampling;
- i. properties tested;
- j. method of testing;
- k. readings and measurements taken during the tests;
- l. test results, including any calculations and graphs;
- m. specified acceptance criteria; and
- n. Other details stated in the Contract.

2.30.2. Reports of tests shall be signed by the site agent or his assistant, or by another representative authorised by the Contractor.

2.30.3. If requested, records of tests carried out by the Employer's staff or by the Engineer shall be given to the Contractor.

2.31. Records

2.31.1. Drawings produced by the Contractor - Drawings produced by the Contractor including drawings of site layouts, Temporary Works, etc. for submission to the Engineer shall generally be to ISO A1 size. The number of copies to be submitted to the Engineer shall be as stated in the Contract, or as required by Engineer.

The contractor will provide the detailed design with drawings for the scope of works suggested by NMRC. NMRC will provide outline requirement details w,r,t to scope of works. The rates quoted are inclusive of all designed drawings submission.

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2.31.2. Progress Photographs:

- a. The Contractor shall provide monthly progress photographs which have been properly recorded to show the progress of the works to the Engineer. The photographs, shall be taken on locations agreed with the Engineer to record the exact progress of the Works. Two sets of photographs shall be provided on CD ROM format with two sets of colour prints of 175 mm x 125 mm size.
- b. The Contractor shall ensure that no photography is permitted on the Site without the agreement/ permission of the Engineer. Contractor should be aware of the local regulations and conditions with regard to Photography in some "RESTRICTED AREA" in Noida.

2.32. Materials

- 2.32.1. Materials and goods for inclusion in the Permanent Works shall be new unless the Engineer has consented otherwise. Preference shall be given to local materials where available. Approved Manufacturers/Suppliers of few important items have been given in tender document. These materials shall be procured only for these manufacturers/Suppliers.
- 2.32.2. Certificates of tests by manufacturers which are to be submitted to the Engineer shall be current and shall relate to the batch of material delivered to the Site. Certified true copies of certificates may be submitted if the original certificates could not be obtained from the manufacturer.
- 2.32.3. Parts of materials which are to be assembled on the Site shall be marked to identify the different parts.
- 2.32.4. Materials which are specified by means of trade or proprietary names may be substituted by materials from a different manufacturer which has received the consent of the Engineer provided that the materials are of the same or better quality and comply with the specified requirements.
- 2.32.5. Samples of materials submitted to the Engineer for information or consent shall be kept on the Site and shall not be returned to the Contractor or used in the Permanent Works unless permitted by the Engineer. The samples shall be used as a mean of comparison which the Engineer shall use to determine the quality of the materials subsequently delivered. Materials delivered to the Site for use in the Permanent Works shall be of the same or better quality as the samples which have received consent.

2.33. Miscellaneous Conditions

- 2.33.1. Fly Ash - The Contractor shall use fly ash as a percentage substitution of cement, in concrete for certain structures and works as prescribed in MoEF & CC fly ash notification. In all such cases of Fly ash, the contractor shall maintain a detailed record of Fly ash.
- 2.33.2. Energy Management – The contractor shall optimize the use of tools and plants and equipment to perform works with correct power.
- 2.33.3. Construction and Demolition Waste - Construction and Demolition Waste means the waste comprising of building materials, debris and rubble resulting from construction, re-modeling, repair and demolition of any civil structure. C&D waste shall be stored at a designated area. The waste shall be covered properly as long as stored at site. Disposal of C&D waste along with river bed, natural drainage and wet land is strictly prohibited.

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 in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- b. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- c. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- d. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.
- e. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e - Bid.
- f. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Corporation and/or by sending written queries to NMRC before the last date for receiving queries/clarifications.
- g. NMRC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.

- h. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).
- i. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - i. A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the project;
 - ii. A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph above; or
 - iii. A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.

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

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

3.1.2. Acknowledgement by Bidder

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

- a. made a complete and careful examination of the e-Bid;
- b. received all relevant information requested from NMRC;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of NMRC;

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- d. satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

3.1.3. Availability of Bid Document

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

3.1.4. Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the Executive Director, NMRC **only before or during Pre-Bid Meeting** held at NMRC. The envelopes/ communication shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: RFP for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor)".** The responses will be posted to all such queries on the official Website www.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.
- c. A pre- submission meeting shall be called on the date mentioned in **Data Sheet** at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ e- Tendering website.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- e. However, NMRC shall not entertain any correspondence from the Bidders during the period of e- Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt under Fraud and Corrupt Practices.

- f. The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- g. The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

3.1.5. Amendment of e-Bid Document

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

3.2. Preparation and submission of Bids

3.2.1. Language of e-Bid

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

3.2.2. Documents constituting the e-Bid

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

- a. **Technical e-Bid- Technical e-Bid will comprise of -**
 - iv. **Fee details** - Details of Bid processing fee and prescribed EMD
 - v. **Eligibility details** - Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.
 - vi. **Technical evaluation** - Details of all documents needed for technical evaluation as mentioned in this RFP
- b. **Financial e-Bid -**
 - i. **Price bid** – Bill of Quantities in XLS format to be filled in after downloading from the e- Procurement website for this e-tender. There shall be a single quote.

3.2.3. Documents establishing Bidder's Qualification

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

3.2.4. E-Bid form

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

3.2.5. E-Bid Currency

Prices shall be quoted in Indian Rupees only.

3.2.6. Formats and Signing of e-Bid

- a. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- b. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney

accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

- c. Bidders should provide all the information as per the RFP and in the specified formats. NMRC reserves the rights to reject any proposal that is not in the specified formats.
- d. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

3.2.7. Deadline for submission of e-Bid

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

3.2.8. Submission of e-Bid

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

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

- a. For participating in e-Bid through the e-Bidding system it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration.
- b. In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be

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allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.

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

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

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required documents for each document label of technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

- f. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- g. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- h. NMRC reserves the right to cancel any or all e-Bids without assigning any reason.

3.2.9. Late e-Bid

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

3.2.10. Withdrawal and resubmission of e-Bid

- a. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected

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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 be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.
- d. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

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

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

3.2.12. Period of validity of e-Bid

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

3.2.13. Correspondence with the Bidder

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

3.3. Earnest Money Deposit

3.3.1. Earnest money deposit (EMD)

- a. The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of Insurance Surety Bonds, DD/FDR, Banker's cheque, Bank Guarantee or RTGS/NEFT only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- c. Unsuccessful Bidder's EMD will be returned within 45 days of opening of the Price Bid in case of Conclusion or discharge of the tender.
- d. No interest will be paid by the Employer on the Earnest Money Deposit.
- e. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- f. The EMD may be forfeited:

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- 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.
- g. JV/consortium not allowed.

3.4. Opening and Evaluation of Bids

3.4.1. Opening of technical e-Bid by NMRC

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

3.4.2. Opening of financial e-Bid

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

financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder.

3.4.3. Correction of Errors

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

3.4.4. Examination of e-Bid document

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

3.4.5. Contacting NMRC

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

3.4.6. Confidentiality

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

under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NMRC or as may be required by law or in connection with any legal process.

3.5. Award of Contract

3.5.1. Award Criteria

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

3.5.2. Notice of Award (NOA)

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

3.5.3. Signing of contract

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 as per section 8 of RFP 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. NMRC's right to accept any e-Bid and to reject any or all e-Bids

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

Section 4: Qualification, Evaluation and Selection Process

4.1. Eligibility Criteria

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

- a. Sole proprietorship, registered partnership firm, public limited company, private limited company, LLP can submit the Bid. The firms and the companies should be registered in India. **Joint Ventures or Consortiums are not allowed to participate in the tender.**
- b. The Bidder should have a minimum experience of having satisfactorily completed similar works during last 7 (seven) years period ending last day of month previous to the one in which the bids are invited should be either of the following:
 - i. One similar completed work costing not less than the amount equal to **Rs. 1.42 crore** (Rupees One Crore Forty Two Lakh only) or
 - ii. Two similar completed works each costing not less than the amount equal to **Rs. 89.07 Lacs** (Rupees Eighty Nine Lacs Seven Thousand only) or
 - iii. Three similar completed works each costing not less than the amount equal to **Rs. 71.26 Lacs** (Rupees Seventy One Lac Twenty Six Thousand only)

Similar work" for this contract shall be "Civil Construction/ Civil maintenance works of building/ structures" in any Central Govt./ State Govt./ PSU's or any Private Limited company of repute

- c. The Bidder should have minimum **average annual turnover** of **Rs. 1.42 Crore** (Rupees One crore Forty Two Lakh only) in the last 5 (Five) audited Financial Years (**2018-19, 2019-20, 2020-21, 2021-2022, 2022-23**) preceding the Bid Due Date.

d. **T1 – Liquidity**

It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration. This shall be seen from the balance sheets. Net current assets from Balance Sheet of last year audited (2022-23) **Rs. 25.45 Lakhs** to meet cash flow for this contract, net of applicant's commitments for other contracts.

e. **T2 – Profitability:**

Profit before Tax should be **positive in at least 2 (two) years**, out of the last five years audited financial years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23).

f. T3 – Net Worth:

Net worth of tenderer during last audited financial year (2022-23) should be **> Rs. 35.63 Lakhs.**

- 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 (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Form-8 of Tender.

Notes:

- a) Financial data for last five audited financial years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23) has to be submitted by the tenderer in Form-5 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original with membership number and firm registration number and UDIN. In case audited balance sheet of the last financial year (2022-23) is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far' certifying by Chartered Account along with membership no and UDIN. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non- responsive.
- b) Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
- c. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfilment of Contractual obligation in last 5 (five) financial years.

The Bidder shall also furnish the following documentary proof:

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

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- i. Form 4: Work Experience with documentary evidence as mentioned in the Form
- c. For above criteria 4.1(d,e,f,g)
 - 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 (2018-19, 2019-20, 2020-21, 2021-22, 2022-23).
(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.”)
 - iii. Self-attested copy of ITR of last 5 FYs ending on 31.03.2023.
- d. For above criteria 4.1a
 - i) Proof of Registered Office or the functional Branch Office located in Delhi NCR
- e. For above criteria 4.1a
 - i) Copy of GST registration certificate
- f. For above criteria 4.1
 - i. Form 7: Undertaking

Notes:

- c) The tenderer shall submit details of works executed by them in the Performa of Form-4 for the works to be considered for qualification of work experience criteria. Documentary proof of completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall also be submitted.
- d) Value of successfully completed portion of any ongoing work up to last day of the month previous to the month of tender submission will also be considered for qualification of work experience criteria.

- e) For completed works, value of work done shall be updated to last day of the month previous to the 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.
- f) If the above work(s) (i.e. "Similar work" comprise other works, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.

4.2. Bid Capacity Criteria:

Bid Capacity: The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work. Available bid capacity will be calculated based on the following formula:

Bid capacity will be calculated based on the following formula:

$$\text{Available Bid Capacity} = 2 * A * N - B$$

Where,

A = Maximum of the value of work executed in any one year during the last three financial years (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).

N = No. of years prescribed for completion of the work

B = Value of existing commitments (as on the last day of the previous month of tender submission) for on-going works during period of 36 months w.e.f. from the first day of the month of tender submission.

Notes:

- Financial data for latest last three financial years has to be submitted by the tenderer in Form-5 of FOT along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original with membership number and firm registration number.
- Value of existing commitments for on-going construction works during period of 36 months w.e.f from the first day of the month of tender submission has to be submitted by the tenderer in Form-9. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number & UDIN number and firm registration number.

- The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated in the clauses 4.1 to 4.2 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause clauses 4.1 to 4.2 above shall not imply that his bid shall automatically be accepted.

4.3. Personnel

The Tenderer shall submit - Form 12: Undertaking pertaining to Personnel a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists for this work. The submission shall include a provisional management structure and organization chart showing areas of responsibility, relative seniorities and lines of reporting. The proposed staffing plan shall be in conformity with the following:

RESOURCES PROPOSED FOR THE PROJECT – PERSONNEL

The figures indicated below are the minimum number of Project-Personnel required which are to be deployed as per the minimum level of supervision and qualification/experience of site staff is given as follows:

S. No.	Designation of Project Personnel	Minimum Requirement
1	Civil Engineer/Site Engineer	1
2	Supervisor	1
3	Bill Engineer	1

It is to be noted that:

- i. The contractor shall deploy resources as per the above mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
- ii. These minimum resources are as per the requirements of the various activities at different stages of works. All resources need not to be mobilised simultaneously, resources as per the requirement of various stages of works shall be mobilised in accordance with the instructions of the Engineer. The decision of the Engineer shall be final and bonding.

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- iii. The performance of project personal deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the personnel is not satisfactory, the contractor shall replace them with good personnel immediately as per the directions of the Engineer.
- iv. If staff is absent or found missing from his duty, recovery @ ₹2000/- for supervisor and @ ₹3000/- for engineer per day shall be imposed on the contractor and to be recovered from the running bill of the contractor.

MINIMUM ORGANISATION STRUCTURE REQUIRED

Minimum level of supervision & qualification/ experience of site staff is as follows:

S. No.	DESIGNATION	QUALIFICATION	EXPERIENCE LEVEL
1.	Civil Engineer/Site Engineer	B. Tech/diploma in Civil Engineering	Total minimum experience of 03 years for Degree and 8 years for Diploma.
2.	Supervisor	Diploma in Civil Engineering	Total minimum experience of 05 years.
3.	Bill Engineer	Diploma in Civil Engineering	Minimum 3 year experience

4.4. Compliance with Technical Specifications

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

4.5. Information of the Technical and Financial Proposal

- a. The Bidder satisfying technical and financial eligibility criteria under Clause 4.1 shall be considered as technically and financially qualified.
- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- c. The Bidder with the lowest quoted price for the RFP for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor).in the financial quote (**L1 bidder**) shall be selected for the award of contract.

4.6. Selection of Bidder

NMRC shall award the Contract for Housekeeping and Security Services at NMRC Staff quarters and Head Office 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 examined as follows:
 - The average of “average annual turnover” and “Bid Capacity” shall be calculated for the determination of the bidders who will be examined as follows:
 - 50% weightage shall be given to both average annual turnover and bid capacity.
 - $Score(s) = 0.5 * A + 0.5 * B$ where

A	The L1 bidder who has the highest/higher Average Annual Turnover as per Minimum Eligibility Criteria defined in Section 4, during the last 3 years ending on the last day of the month preceding the month in which the tender has been floated shall be awarded a score 100. Accordingly, remaining agencies will be awarded a relative score which would be proportionate to the average annual turnover of the agency w.r.t the highest average annual turnover.
B	The L1 Bidder who has the highest bid capacity as per clause 4.3 of the RFP shall be awarded a score of 100. Accordingly, remaining agencies will be awarded a relative score which would be a proportionate to the bid capacity of the agency w.r.t. the highest bid capacity.

- The Agency with the highest score shall be awarded the work.
 - Experience certificate/work completion certificate on client’s letter head is mandatory to ascertain the nature, period and value of work which shall be required to be uploaded by the bidder by the last date of tender submission.
- a. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
 - b. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA.
 - c. No correspondence will be entertained by NMRC from the unsuccessful bidders.

4.7. Notice of Award and Execution of Contract Agreement

- a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- b. The Selected Bidder shall, within 10 (ten) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA
- c. The 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 as per section 8 of RFP 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.
- d. The Successful Bidder shall execute the Contract Agreement within 30 (thirty) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- e. 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.
- f. The Purchaser reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful tenderer. The bidder is bound to accept the increase or decrease in the tendered quantity up to 25% under this clause without any change in unit price.

In case the variation in individual items or the group of items as stipulated above, is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the NMRC and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity. In case the contractor executes the extra quantity without written approval of the NMRC with specific instructions to execute pending the finalization of rates, the payment shall be made at contract rate only. In the

event of disagreement, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items and the Engineer shall be free to get such additional quantities beyond 25% new items executed through any other agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.

4.8. Performance Bank Guarantee / Security Deposit

- a. To fulfil the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the “Contractor”) shall deposit **10% of the Contract Price** in form of RTGS/NEFT, FDR/ DD/ Banker’s cheque or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favor of Noida Metro Rail Corporation Limited, which may be reduced for balance years on completion of each year, within 30 days from Notice of Award. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. The Performance Guarantee should be valid for a period of 06 (six) months beyond the Defect Liability Period. The bank guarantee must be issued by a bank branch located in Delhi NCR, Noida and Greater Noida region only. The bank Guarantee shall be extended and renewed in advance before the expiry of existing BG in favour of Noida Metro Rail Corporation Ltd.
- b. It is to note that if contract value increases by more than 25% of the original contract value, the performance bank guarantee shall be increased accordingly.
- c. A Contract agreement will have to be signed by the Contractor at his cost on proper stamp paper. Without performance guarantee by Contractor, Contract agreement shall not be signed.
- d. NMRC reserves the right for deduction of NMRC dues from Contractor’s Performance Bank Guarantee/ Security Deposit (interest free) for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
- e. Any amount which NMRC becomes liable to the Government/Third party due to any

default of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.

- f. Any payment/ fine made under the order/Jude Dent of any court/consumer forum or law enforcing Contractor or any person duly empowered in his behalf.
- g. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- h. Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Contractor Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement.

4.9. Contract during Proposal Evaluation

- a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time NMRC makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NMRC and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded.
- b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c. In the event of any information furnished by the Contractor is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- d. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:

ED/NMRC

Noida Metro Rail Corporation (NMRC) Limited

Block-III, 3rd Floor, Ganga Shopping Complex, Sector-

29, Noida -201301

District Gautam Budh Nagar, Uttar Pradesh

Email: nmrcoinda@EDail.com

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

4.10. Other Instruction

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

4.11. Project Financial Terms

4.11.1. Payment Terms

- a. The payment for items given in Bill of Quantity/Pricing Document shall be made on the basis of actually executed quantities. As per the accepted rates after satisfactory verification by the user/engineer incharge from NMRC.
- b. The work executed against the BOQ items in would be paid on measurement basis.
- c. The Contractor may raise their 'On Account' payments on monthly basis as per the status of work on the last day of the respective month.
- d. 1% Electricity and water surcharge will be paid by contractor if provided by NMRC.
- e. Statutory deductions as per prevailing guideline shall be made from the invoice at the time of payment.
- f. GST if claimed will be reimbursed only if GST no. is mentioned on the invoice and gst will be reimbursed only when GST reflected on the GST portal GSTR 2A of NMRC.

4.12. Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of procurement in NMRC

a) Definitions:

- I. 'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported

content in the item (including all custom duties) as a proportion of the total value, in percent. Minimum local content shall be 90% (As per prevailing MoHUA guidelines) for the subject tender.

- II. Local Supplier means a supplier or service provider whose product or service offered for Procurement meets the minimum local content as prescribed at sr. no. (I) above.
- III. L-1 means the lowest tender or lowest bid received in a tender, bidding process or other. Procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- IV. Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be 10% for the subject tender.

b) Procedure for Purchase Preference in procurement of goods or works which are Divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER

- I. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- II. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price.
- III. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.
- IV. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) Procedure for Purchase Preference in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone: APPLICABLE FOR THE SUBJECT TENDER

- I. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- II. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

III. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.

IV. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

a) Minimum local content and verification of local content:

I. The local supplier at the time of tender shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

b) Complaints relating to implementation of Purchase Preference

I. Fees for such complaints shall be Rs. 2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest

1. Form 19: Undertaking of more than 90% declaration regarding minimum local content.
2. Form 20 is also introduced which pertain to Performa of list of goods, works or services tentatively proposed to be offered with local value addition.

Section 5: Special Conditions of Contract (SCC)

SCC Clause	Reference to GCC Sub-Clause No.	Description
1	Sub-Clause 3.2	<p>Functions of Engineer</p> <p>In addition to the duties mentioned in Clause 3.2 of General Conditions of Contract:</p> <ul style="list-style-type: none"> (i) Shall watch and inspect the Works, monitor and examine any material to be used and workmanship employed by the Contractor in connection with the Works; (ii) Shall carry out such duties and exercise such powers vested in the Engineer in accordance with the provisions of the Contract; (iii) Shall issue instructions which in his opinion are necessary for the execution of the Works; and (iv) May issue any other instruction which in his opinion is desirable in connection with the Works. <p>In case The Engineer is employee of any agency hired by the Employer, the Engineer shall take the approval of the Employer for all technical and financial matters otherwise he shall be deemed to have taken the approval of the Employer.</p>
2	Sub Clause 4.2.1	<p>PERFORMANCE SECURITY</p> <p>The amount of Performance Security for this contract will be 10% of contract value as stipulated in the GCC. If the contract value increases by more than 25% of the original contract value, the Performance Security will be increased accordingly for complete revised value on every increase.</p>
3	Sub-Clause 4.4	<p>Coordination with other Contractors</p> <p>The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages</p>

4	Sub-clause 4.5	<p>Sub-contractors</p> <p>The work should not be sublet without the written approval of Engineer in- charge.</p>
5	Sub-Clause 4.10	<p>Sufficiency of Tender</p> <p>The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.</p> <p>The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the items of works executed as per BOQ.</p>
6	Sub-Clause 4.11	<p>Access Route</p> <p>All operations for the execution of the Works shall be carried out so as not to interfere unnecessarily with the convenience of the public or the access to public or private roads or footpaths or properties owned by the Employer or by any other person.</p> <p>The Contractor shall select routes, choose and use vehicles so that movement of Contractor's Equipment, Plant and Materials from and to the Site is limited so that traffic is not delayed and damage to highways and bridges is prevented. If there is any delay or damage or injury, the cost of rectification or reconstruction of highways or bridges shall be borne by the Contractor. The Contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters</p>
7	Sub-Clauses 5.3	<p>Manufacture, Installation and Construction Methods</p> <p>The Contractor shall submit complete documents and information pertaining to the methods of manufacture, installation and construction which the Contractor proposes to adopt or use, (and if applicable such calculations of stresses, strains and deflections and the like that will or may arise in the Works or to the other works comprising the Project or any parts thereof during installation from the use of such methods). The Engineer will then check to see whether, if such methods are adhered to, the Works can be executed in accordance with the Contract and without detriment to the Works (when completed) and to other works comprising the Project and in a manner which minimises disruption to road and pedestrian traffic.</p>

SCC Clause	Reference to GCC Sub-Clause No.	Description
7	Sub-Clauses 5.3	<p>The Engineer shall inform the Contractor in writing within 21 days after receipt of the above information;</p> <p>(a) that the Contractor's proposed methods of manufacture, installation and construction have the consent of the Engineer; or</p> <p>(b) in what respects, in the opinion of the Engineer the Contractor's proposed methods of manufacture, installation and construction:</p> <p>(c) fail to comply with the Employer's Requirements and/or the Definitive Design and/or the Final Design;</p> <p>(i) would be detrimental to the Works and/or to the other works comprising the Project;</p> <p>(ii) do not comply with the other requirements of the Contract;</p> <p>(c) as to the further documents or information which are required to enable the Engineer to properly assess the proposed methods of manufacture, installation and construction.</p> <p>In the event that the Engineer does not give his consent, the Contractor shall take such steps or make such changes in the said methods or supply such further documents or information as may be necessary to meet the Engineer's requirements and to obtain his consent. The Contractor shall not change the methods of manufacture, installation and construction which have received the Engineer's consent without further review and consent in writing of the Engineer.</p> <p>Notwithstanding the foregoing provisions of this Clause, or that certain of the Contractor's proposed methods of manufacture, installation and construction may be the subject of the consent of the Engineer, the Contractor shall not be relieved of any liability or obligation under the Contract.</p>

8	<p>Sub- Clause s 4.16 and 6.7</p>	<p>Safety Precautions</p> <p>The Contractor is required to make himself aware of all the requirements of the Employer’s Safety, Health and Environmental Manual in this regard and comply with them. The Site Safety Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance with Sub-Clauses 4.16 and 6.7 of General Conditions of Contract.</p> <p>The Contractor shall, from time to time and as necessary or required by the Engineer, produce supplements to the Site Safety Plan such that it is at all times a detailed, comprehensive and contemporaneous statement by the Contractor of his site safety and industrial health obligations, responsibilities, policies and procedures (under the laws of India) or as stated in the Contract or elsewhere relating to work on Site. If at any time the Site Safety Plan is, in the opinion of the Engineer, insufficient or requires revision or modification to ensure the security of the Works and the safety of all workmen upon, and visitors to the Site, the Engineer may instruct the Contractor to revise the Site Safety Plan. The Contractor shall, within 14 days, submit the revised plan to the Engineer for review.</p>
9	<p>Sub- Clause 4.17</p>	<p>Protection of the Environment</p> <p>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. In respect of ecological balance, the Contractor shall observe the following instructions</p> <p>(a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to construction and maintenance activities, the same shall be repaired, replanted or otherwise corrected at Contractor’s expense. All work areas shall be smoothed and graded in a manner to conform to natural appearance of the landscape as directed by the Engineer.</p> <p>(b) All trees and shrubbery, which are not specifically required to be cleared or removed for cleaning purposes, shall be preserved and shall be protected from any damage that may be caused by</p>

		<p>Contractor’s cleaning operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term “injury” shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Contractor’s expenses.</p> <p>(c) The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to monitor and conduct tests to verify that the Site Environmental Plan is being properly and fully implemented</p>
10	<p>Sub- Clause 4.18</p>	<p>Electricity and Water</p> <p>Electricity and water shall be arranged by the contractor on his own and at his cost.</p> <p>If available, the Employer may provide Water supply and Electricity on chargeable basis. The contractor shall make his own arrangements to tap the Electricity from the nominated and existing sockets/ points. The contractor shall tap the Electricity as per IE Rules & IE Act (Latest) duly complying all safety precautions and under following conditions:</p> <p>(a) The contractor shall submit full scheme for the requirement of Electricity & water. If scheme mentions Electricity requirement which is beyond the capacity of the Employer, in that case the contractor shall make his own arrangements/ alternative arrangements.</p> <p>(b) The Contractor should make his own arrangements to draw the water from the available water point to the working place without affecting the premises</p>
11	<p>Sub- Clause 4.19</p>	<p>Employer Supplied Machinery and Materials</p> <p>The Employer will not provide any machinery or materials under the Contract.</p>

12	<p>Sub Clause 4.27</p>	<p>Security of the Site</p> <p>The Contractor shall take all measures necessary to ensure such security, including exercising control over all persons and vehicles which are employed or engaged on the Site or in connection with the Works or the other works comprising the Project and with the security arrangements applicable to any other site within the Project.</p> <p>The Contractor shall arrange the issue of passes for the admission of all persons and vehicles to the Site or to any part thereof and may refuse admission to or remove from the Site any person or vehicle failing to show an appropriate pass on demand to any duly authorized person.</p>
		<p>If required by the Engineer, the Contractor shall submit a list identifying all persons to whom passes have been issued together with two photographs of each person and all entities to which a pass has been issued in respect of any vehicle and shall satisfy the Engineer of the bonafides of any such person or entity.</p> <p>The Contractor shall not, without the written permission of the Engineer or otherwise in accordance with the Contract, allow access to the Site to any person unless the presence on Site of such person is necessary in connection with the execution of the Works or with the discharge of the duties of any relevant authority.</p> <p>For the purposes of this Clause only, "Site" shall include off-Site places of manufacture or storage and the Contractor's Work Areas and shall include, areas provided to the Contractor by others.</p>
13	<p>Sub-Clause 5.3</p>	<p>Submission of Documents</p> <p>The Contractor shall submit drawings and documents, as required by the Contract, to the Engineer in accordance with any submittal schedule agreed with the Engineer. This submittal shall be made sufficiently before the Works are to be carried out to give the Engineer and the Employer reasonable time to examine the drawings or other documents, to prepare comments and for any changes to be accommodated by the Contractor.</p> <p>Where the consent of the Engineer is required, the Engineer shall notify the Contractor in writing of his decision either within such period as may expressly be stipulated in the Contract or otherwise within a reasonable</p>

		<p>time.</p> <p>The Operation and Maintenance Manuals and drawings submitted by the Contractor shall, if required, be updated by him during the Defects Liability Period and re-submitted for review by the Employer's Representative.</p>
14	Sub- Clause 6.0	<p>Training of Contractor's Employees / Staff / Workers</p> <p>Contractor shall provide a training / workshop on Safety, Health & Environment (SHE) to all its workers/ employees/ sub-contractors at the time of induction as per required of condition of contract on Safety, Health and Environment. Before posting any of his workers/ staff/ employees/ sub- contractors, the contractor shall give a certificate that the said person had undergone the requisite SHE training.</p>
15	Sub- Clause 6.4	<p>Labour Laws and NMRC Labour Welfare Fund</p> <p>(a) The Contractor shall, if required by the Employer, deliver to the Engineer or to his office; a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor for the entire work.</p> <p>The contractor must ensure compliance of all the labour laws including obtaining labour licence and registration of workers with BOCW Board.</p> <p>(b) In case of death of staff, the agency is required to deposit ₹1,00,000/- in NMRC Labour welfare fund to enable NMRC to release ₹2,00,000/- for heir apparent as immediate relief to his dependent. Subsequently agency should facilitate compensation on priority. Violation of these basic provisions shall attract a penalty of 5% of contract value and repeated violations shall lead to termination of contract.</p>
16	Sub- Clause 6.6	<p>Housing Facilities</p> <p>The Contractor shall have to make his own arrangements for housing facilities for his staff.</p>
17	Sub- Clause 6.7	<p>Health and Safety</p> <p>Contractors are required to have tie-up with well equipped reputed hospitals having facilities of MRI, CT Scan, Ultrasound, Blood Bank, specialist Doctors like neurosurgeon, orthopaedic as mandatory</p>

		<p>requirement and fire station located in the neighbourhood for attending to the casualties promptly and emergency vehicle kept on standby duty during the working hours for the purpose.</p>
18	<p>Sub Clause 7.0</p>	<p>Quality Control</p> <p>The Contractor shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the Contract, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance.</p> <p>The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented. No extra payment shall be made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price.</p>
19	<p>Sub Clause 10.1</p>	<p>Defect liability period</p> <p>The Defect liability period (DLP) shall be 12 months from the date of issue of the latest Taking over Certificate for the whole of the works.</p> <p>Work by persons other than the Contractor.</p> <p>If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall, in the opinion of the Engineer, be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Engineer may authorize the carrying out of such remedial or other work by a person other than the Contractor. If the remedial or other work so authorized by the Engineer is work, which, in the Engineer's opinion, the Contractor was liable to do under the defect liability period Contract, all expenses properly incurred in carrying out the same shall be recoverable by the Employer from the Contractor, provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.</p>

SCC Clause	Reference to GCC Sub-Clause No.	Description
20	Sub-Clause	Contract Price & Payment
	11.1	
		In respect of All Inclusive Contract
	Sub-Clause	The Contract Price, subject to any adjustment thereto in accordance with the contract conditions, shall be all inclusive (including all taxes, duties, royalties etc.)
		Change in Taxes Duty
		(a) "Change in Taxes/Duties/Levies" means the occurrence or coming into
	Sub-Clause	force of the following, at any time after the date of submission of tender.
	11.1.4	(i) Any new tax which is imposed on Composite Works Contractors applicable on Metro Project.
		(ii) Change in the rate of GST on Composite Works Contractors applicable on Metro Project as Per GST Act.
		c) 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 the extended period of completion where such extension has been granted under sub clause 8.4.1 of GCC or it is specifically mentioned that extension is with adjustment for changes as stated above.
		(d) If the extension of contract period is on account of contractor's fault under Sub-clause 8.4.3 of GCC, no compensation shall be made towards upward revision towards "change in Taxes/Duty (taking place during the said extended contract period)" as mentioned at Sl. No. (a) (i) & (ii) above, during account.
		(e) (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.
		(f) Also, the contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the

		contract and Indian rupees from the last date of submission of tender.
21	Sub clause 11.1.3	Price Variation This is a fixed price contract and no Price Variation is admissible in this contract.
22	Sub-Clause 11.2	Advance No Advance is admissible in this contract.
23	Sub-Clause 11.6	Payment For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities. The payment shall be made on a monthly basis for the activities carried out as per the work orders in a month. At the end of the month, the contractor shall submit necessary documents & Bill in the standard format for payment.
24	Sub-Clause 15.0	Insurance (a) All of the contractor's employees drawing monthly wages up to ₹21,000/- or as applicable as per the enhanced limit, shall have to be covered under ESI. The Contractor shall take insurance policy as specified in the Employee's Compensation Act only for those employees who are not covered by ESI. (b) The contractor shall insure against liability to third parties in the joint name of the Employer and the contractor for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer, staff of other contractor working in the premises, contractor's staff under sub clause above which may arise out of the performance of the contract. The insurance shall be at least for the amount of ₹7,50,000/- for each incident. Insurance cover for Contractor's All Risk shall be full value of Contract price.

SCC Clause	Reference to GCC Sub-Clause No.	Description
25	<p align="center">Sub-Clause 18.1</p>	<p>Notices and Instructions</p> <p>The Contractor shall furnish to the Employer/Engineer the postal address of his office at Delhi NCR. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Contractor.</p> <p>The Contractor shall establish an office in the Delhi NCR in consultation with the in charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to in charge. In addition, the Contractor may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.</p>

Section 6: Technical Specifications

6.1. Specifications

- a. IS (Indian Standards) Codes and CPWD (Central Public Works Department) Specifications are applicable in this contract.

6.2. Manufacturers/ Suppliers

All materials and products shall conform to the relevant standard specification, BIS codes and other relevant codes etc. and shall be of make as approved by Engineer.

The list of makes for products and materials is given below. Other equivalent manufacturers may also be considered with prior approval of the Engineer, if found conforming to all standards. Such requests should be made with all documents to the Engineer at least 45 days before the material is required and any order shall be placed only after receiving the written approval of the Engineer.

S. No.	Details of Materials/ Products	Manufacturer's Name
1	Cement	ACC, Ultratech, Gujarat, Ambuja, Grasim, JK Lakshmi, JSW, Lafarge, Orient Cement, JK Cement, Birla corporation, wonder cement, Dalmia bharat
2	Reinforcement Bars	SAIL Plants, Rashtriya Ispat Nigam Ltd. (Vizag Steel Plant, Andhra Pradesh), Tata Steel (Jharkhand), Ispat Industries (Maharashtra), JSW Steel (Karnataka), JSP, Essar Steel (Gujarat), Monnet Steel, Electro Steel, Shyam Steel and any other integrated steel plant as per Ministry of Steel's definition.
3	Epoxy	FOSROC, SIKA QUALCRETE, Araldite, BASF, Kunal Conchem, CHRYSO, Don Chemicals, STP, Cleantech SA, TAM, CICO, MC-Bauchemie, Pinnacle, Fibrex, MYK Schomburg, Parex Group (Lanko), Hindustan Silicate & Chemical, ACC, MYK Schomburg
4	Expansion Joints	Kantaflex, Kanta, Maruti Techno, MYK Schomburg, Prequalified Manufacturers as per RDSO's latest approved list
5	Admixtures	FOSROC, MBT, MC Baucheme, Sika, APEX, Pidlite, Polygon, CHRYSO, Choksey, STP, MYK Schomburg, BASF, MAPEI, Kunal Conchem, Durabuild, Conproof, CAC, H & R Johnson,

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		Asian Lab., TAM, Adoadditives, STP, CICO, Fairmate, ATPL, Pinnacle, Rheoplast, Grace Construction, ACC, Hindcon, DON
6	Pile Integrity Testing Agency	CBRI, FUGRO-KND, Pile Dynamic, AIMIL, Geo dynamic, CEG Test House, EMC India, Mythcon, ATL AVANTECH, Soil Engineering Consultants
7	Anchor Fastener	HILTI, FISHER, AXEL Industries, Cannon, Pioneer Nuts and Bolts (TUFF Brand), MUNGO, LPSEJOT, Ripple
8	Structural Steel	TATA, SAIL, ESSAR, Maharashtra Pipes, Jindal Steel & Power Ltd., JSW, K.L. Steel, Steel Works & Power Engineers, SKS Ispat & Power, Shamil Steel, Topworth, goodluck india, rimjhim, APL apollo tubes
9	Stainless Steel	Jindal, SAIL or approved equivalent
10	Pre-stressing Strand (LRPC)	TATA SSL Ltd., USHA Martin, DP wires, (Ramsarup Nirmaan) only if there is shortfall
11	Pot/ Elastomeric Bearings	Prequalified Manufacturers as per RDSO's latest approved list
12	Horizontal TieBars/ Shear Bars	BB Bars System, BBV Systems, Macalloy or approved equivalent.
13	HDPE Sheathing	Rex Polyextrusion, Gwalior Polypies Ltd., Kataria Sheathing, M/s. Tirupati, M/s. Dynamic Prestress
14	Formwork Release Agent	FOSROC, MBT, MC Baucheme, Ado Conmnat, CICO, CHRYSO, Choksey, BASF, Adoadditives, STP, DON, MYK Schomburg, Pinnacle
15	Prestressing System	Freyssinet, BBR, VSL, Dynamic, Killick Nixon, Tensaccial (India Ltd.), JK Prestressing, Usha Martin, Posten, VSIL, Wartex Systems
16	Reinforcement Couplers	Dextra, Moment, Arise, Hi-Tech, G.Tech, Kridhan, JB Engg., Unitech, Sanfield
17	Hollow Sections, Pipes	Surya Pipes, Hi-Tech Pipes, JSW, JSPL, Bihar, Ravindra Tubes, Garg Ispat Udyog, Navratan
18	Drainage Pipes	Tirupati Plastomatics, Duraline, REX, STIPL, Kriti, Vishal, Eonn
19	Acrylic Textured	Spectrum, Renova, Wallz, Surfa Nova, Jotun, Asian Paints

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	Coatings	
20	Non shrink Grout	Fosroc Chemical (India), SIKA BASF, ELCHEM, MBT, Sika, CHRYSO, Don, Choksey, Cleantech IR, Adoadditives, TAM, STP, CICO, MYK Schomburg, Pinnacle
21	Bonding Coat	CICO, FOSROC, Sunanda speciality coating Pvt. Ltd., BASF, CHRYSO, TAM, DON, MYK Schomburg
22	Polysuphide Sealant	CICO, Pidilite, BASF, FOSROC, CHRYSO, STP, SIKA, Fairmate, DON
23	Steel Structural Fasteners	Pooja Forge, Sundram Fasteners, Unbrako, Nelson, Panchsheel, LPSEJOT
24	Corrosion Protection Paints	Berger, Johnson Nicholson, Nerolac, Asian, Akzo Nobel, PPG, Jotun, Shalimar 3M, Fosroc
25	Micro Silica	Sika, Elkem, FOSROC, MAPEI, Corniche, Star Silica, TAM, CALIPAR, CICO, Rockfit
26	Fire Resistant Paints	Akzo, Noble, PPG, Jotun
27	External Acrylic Emulsion	Berger, Apex, Asian, Nerolac, Jenson & Nicklson
28	Integral Crystalline Waterproofing Method	Kryton Buildmat Co. (Pvt.) Ltd., Penetron, Vandex International Ltd., BASF, Chryso, XYPEX, Normet India, DON, MYK Schomburg
29	Water stopper/ Bar	Kanta Rubber, Greenstreak, Maruti, Duron, Deep-Jyoti Rubber
30	Liquid polymer membrane waterproofing	INTEGRITANK, BASF, MAPEI, PIDILITE, CICO, Normet India, DON, MYK Schomburg
31	Curing Compound	Clean tech concure, SINAK, FOSROC, Adoadditives, TAM, STP CHRYSO, CICO, DON, Pinnacle
32	Polycarbonate Sheets	M/s. Gallina Acroplus, Coxwell, Poly U, Fabric, Lexan, (SABIC Innovative Plastics), DANPALON, GE Plastics
33	Fly Ash	Thermal Plants, Ashcrete, Ultra Pozz, Star Pozz (the Fly Ash shall be as per our specifications)
34	Pre-coated profiled Metal Sheetings	Tata Blue Scope steel, Multicolor, Essar Steel, Bhushan Steel, Ispat Profile India., Aditya profiles.
35	Welding Electrodes	Esab India, Advani-Oerlikon, D&H Welding Electrodes, Superon Schweisstechnik India, Maruti Weld, Modi Arc, Modi Hitech, Weld ally

Finishes Work Vendor List

S. No.	Work Category	Items/ Products	Approved Manufacturers/ Vendors
1	FLOORING	VITRIFIED TILES	Kajaria
			H&R Johnson (India)
			Naveen
			Somany
			Orient
			R. K. Ceramics
			Restile Ceramics Limited
			Asian Granito India Ltd.
			Oasis (Marbomax Group)
			Euro Tiles
			Oracle Granito Limited ('Marbito' Vitrified Tiles)
			Nitco
		CERAMIC TILES/ PORCELAIN TILES	Kajaria
			Bell Ceramics
			H&R Johnson (India)
			Nitco
			Regency Ceramics Ltd.
			Somany
			Orient
			Kenzai Ceramic
			Raja Tiles
			Mridul Enterprises
			Italia
Euro Tiles			
Hindustan Tiles			
TERRAZZO TILES	Nitco		
	Hindustan Tiles		

RFP for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor).

		TACTILE	Pelican Ceramic Industries Pvt. Limited
			UniStone Products (India) Pvt. Ltd
			Nimco Prefab Ltd.
		PVC Floors	Armstrong World Industries (India) Pvt. Ltd.
			Gerfloor India
			Tarkett
			VeeKay Polycoats Limited
		RAISED FLOORS	Hewetson/ Kingspan Access Floors
			United Access Floors/ United Insulation
			Uniflair
			Unifloor
			Acons
		WOODEN FLOORS	Armstrong World Industries (India) Pvt. Ltd.
			Action Tesa (Action Buildwell)
			Pergo
		PU COATED FLOORS	Cipy Polyurethanes
			H.C. Associates
			Pidilite
			Shalimar Paints
			Sika
		GRC PAVING TILES	Unistone
			Nimco Prefab
			Hindustan Tiles
		PAVERS & CHEQUERED	UniStone Products (India) Pvt. Ltd
			CCC Builders Merchant Delhi Pvt. Ltd.
			Nimco Prefab
			Hindustan Tiles
			Terra Firma (Now TERRA FIRMA GRC & CONCRETE INDUSTRIES)
			Nitco

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		TILES	Hindustan Tiles
			Ultra Tiles
			Oracle Granito Limited ('Marbito' Vitrified Tiles)
2	FINISHING	MOSAIC TILES	Bisazza (Glass Mosaic Tiles)
			Mridul Enterprises
			Italia
			Kenzai
			Opio
			Eon Ceramics
		EMULSION PAINTS	ICI Dulux
			Modi Industries
			Acro Paints
			Asian
			Berger
		SYNTHETIC ENAMELS	Nerolac
			Jenson & Nicholson
			Kamdhenu Paints
			Shalimar Paints
			Sherwin Williams Paints
			ICI Dulux
			Acro Paints
			Asian
			Berger
			Nerolac
		Jenson & Nicholson	
		Kamdhenu Paints	
		Shalimar Paints	
		Sherwin Williams Paints	
			Spectrum
			Unitile
			Bakelite Hylam(Surface Texture Division)-

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			"Heritage" Paints
			Texfin Products (M/s Niko)
			Acro Paints
			Birla
		TEXTURE PAINTS	ICI Dulux
			NCL ALTEK
			Kamdhenu Paints
			Bizzar
			Sherwin Williams Paints
		POLYURETHANE PAINTS	MRF paints
			Nerolac
			H.C. Associates
			Modi Industries Ltd. (Paint Section)
		WALL CARE PUTTY	J.K. White
			Unistone
			Birla (Aditya Birla Group)
			Shalimar Paints
			Gyproc wall Putty (Saint Gobain)
		GLASS (Float / Toughened)	Float Glass India Ltd. (Asahi float)
			Asahi Float (AIS)
			Modigaurd
			Glaverbel
			Saint Gobain
			Sejal
		STRUCTURAL GLAZING FABRICATORS	PERMASTEELISA (INDIA) PRIVATE LIMITED
			Alufit (INDIA) Pvt. Ltd.
			SP fabricators pvt. Ltd
			Alpro India,
			Ashoo Decore (India) Pvt. Ltd.,
			Innovators

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			Façade India Testing Inc.
3	CLADDING	ALUMINIUM COMPOSITE PANEL	AlucoBond
			Reynobond (Marketed through Kawneer India; Stockists HECTAFINE CONSTECH INDIA PVT. LTD.)
			ALPOLIC (A Mitsubishi product)
			Alstrong
			Alex Panels
			ALSTONE INTERNATIONAL
			Aludecor Lamination Pvt. Ltd.
			Alupan Composite Panels Pvt. Ltd.
			GRC PRODUCTS (GRC Screen, Panels etc.)
			Hindustan
			TERRA FIRMA GRC & CONCRETE Industries
		WAX PLASTER	Unitile
			Okios India Pvt. Ltd
			Acro Paints
		4	CEILINGS
Lafarge Boral Gypsum India Pvt. Ltd.			
CALCIUM SILICATE BOARD	Promat		
	Hilux		
	Acon Pan		
	Aerolite		
		Armstrong	
		Durlum	
		Fameline	
		Canon Ceiling System	
			Hunter Douglas

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		ALUMINIUM CEILING	Armstrong
			Durlum
5	ADHESIVES, FILLERS & SEALANTS		Pidilite
			Araldite (Huntsman Advanced Materials)
			Toyo Ferrous Crete (P) Ltd.
		ADHESIVES FOR TILES	Somany Ezy Grout
			MYK Laticrete
			Mapei
			Unistone Ultimate Tile Adhesive
			Bal Adhesives and Grouts
			"Roff Rainbow Tile mate" of Roff Construction Chemicals Pvt. Ltd.
			Winsil 20/ malibu-tech
			Silicon Sealant of GE Bayer Silicone
		TILE JOINT FILLER	"Zentrival FM" of MC-Bauchemie (India) Pvt. Ltd.
			MYK Laticrete
			Toyo Ferrous Crete(P) Ltd.
			Mapei
			Unistone Super Grout
			Pidilite
			STP Limited
		POLY SULPHIDE SEALANTS	Sika
			CICO
			BASF
			FOSROC
			SWC
			GE Bayer Silicones
		SILICONE SEALANTS	Dow Corning
			Sika
			McCoy Soudal

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		SILICON WATER REPELLANT SOLUTION	GE Bayer Silicones
			Metroark
			STP Limited
			MC Bauchemnic
			Choksey Chemicals
		POLYURETHANE SEALANTS	3M
			SIKA
			McCoy Soudal
6	JOINARY/ WOODWORK K PRODUCTS	PLYWOOD	Duroply- Sharda Ply wood Industries
			Century Ply
			Kitply
			Green Ply wood
			Virgo Lam (M/s Virgo Industries -> Virgo Plywoods Ltd.)
			Swastik Plyboard Ltd. (Swati Plyboard)
			Merino
		BLOCKBOARD	Duroply- Sharda Ply wood Industries
			Century Ply
			Kitply
			Green Ply wood
			Virgo Lam (M/s Virgo Industries -> Virgo Boards Ltd.)
			Merino
		LAMINATE	Decolam / Decolite (A Bakelite Hylam Product)
			Formica Corporation
			Sundek International Decorative laminates
			BAKELITE HYLAM LTD
			Greenlam Asia Pacific Pte Ltd
			Merino
			Virgo Lam (M/s Virgo Industries)

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		PRE-LAMINATED PARTICLE BOARD	Novopan (GVK Group)
			Ecoboard
			Action Tesa (Action Buildwell)
			Bhutan Board
		FLUSH DOORS	KanchanPly
			Swastik Ply
			Kutty's
			Diamond Flush Doors/Star Metal Forms p. Ltd
			Raa Veela
			Alpro Panels
		COMPACT LAMINATED DOORS	Merino
			Greenlam Asia Pacific Pte Ltd sturdy rest rooms and cubicals
			GreenPly
		PRESSED STEEL DOOR FRAMES	AGEW STEEL MANUFACTURES PVT LTD
			Sen-Harvic Windows Private Limited
			Raymus
		FIRE DOORS	Signum Fire Protection (I) Pvt. Ltd.
			Godrej & Boyce Manufacturing Company Limited.
			RADIANT FIRE PROTECTION ENGINEERS PVT. LTD.
			NAVAIR INTERNATIONAL LTD.
			Sehgal & Sehgal
			ShaktiMet
7	PLUMBING	SANITARYWARE	Hindware
			Cera
			Roca
			Parryware
			Euro
			Somany

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		SANITARY & BATH FITTINGS	Mayur/ Othello
			Jaquar and Company Pvt. Ltd.
			Kohler
			Kingston (Plastocraft Sanitary India Pvt. Ltd.)
			Lauret
			Marc
8	HARDWARES	FRAMELESS GLASS PARTITION FIXTURES	Dorma
			Hafele
			Dorset
			Dline
			Insta Hardware
			Hardwyn
		SPIDER FITTINGS/	Ozone
		PATCH FITTINGS	Kich
			Dunex
			Dline
		ANCHOR FASTENERS	Hilti India Pvt. Ltd.
			BOSCH FISCHER
			Canon Fasteners
			Axel
			Boun Group
		STONE CLADDING CLAMPS	Hilti India Pvt. Ltd.
			BOSCH FISCHER
			Canon Fasteners
			Alex Industries
			BOUN Group
		DOOR	Dorma
			Hafele
			Dorset
			Dline
			Hardwyn

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		HARDWARE	Ozone
			Hettich India Pvt Ltd
9	PIPES & FITTINGS		Tirupati Plastomatics
		DRAINAGE PIPES	Duraline
			Rex
		DUCTILE IRON PIPES	Electro Steel
			Jindal (Hissar)
		CAST IRON (L.A.) S/S PIPES & FITTINGS (IS:1536)	Kesoram
			KDPL
			NECCO
			HEPCO
		GI & MS PIPES (IS :1239 PART I & II, IS :3589)	Jindal (Hissar)
			Surya
			Swastik
			Prakash
		GI FITTING - MALLEABLE (IS:1879 PART I	Zoloto
			Unik

		TO X)	"R"
			KS
			DRP
		Upvc pipes & fittings (is: 4985-1981)	Finolex
			Supreme
			Prince
			Polypack
			Jindal Plast (India)
			Flowguard – Astral

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		CPVC PIPES & FITTINGS	Ajay
			Ashirwad
		STONEWARE PIPES & GULLY TRAPS (IS:651)	Perfect
			Anand
			R.K.
			Priya
		RCC PIPES (IS:458)	Pragati
			Jain Spun
			Daya Spun
			Usha
		COPPER PIPES & FITTINGS	Mehta Tubes
			Rajco
			Maxflow
		HDPE PIPES & FITTINGS	Gebreti
			Reliance (Hasti)
			Nosil
		STAINLESS STEEL PIPES	Remi
			Jyoti Apex
			Kamdhenu
		PPR PIPES & FITTINGS	Supreme
			Prince
			Uro-Allwin
		POLYBUTYLENE (PB) PIPES & FITTINGS	Georg Fischer
			Flexalen
10	WATERPROOFING / REPELLANTS COMPOUND	MODIFIED BITUMINOUS MEMBRANE ROOF	Multiplas Standard of Integrated Waterproofing Membrane Limited /"SUPER THERMOLAY"/"POLYFLEX' of <u>STP Limited</u>

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S. No.	Work Category	Items/ Products	Approved Manufacturers/ Vendors
		WATERPROOFIN G	"LOTUS-3" of the Structural Waterproofing Co. Limited
			Sika
			Kemco
			Kryton Buildmat
			MBT
			FOSROC
		INTEGRAL CRYSTALLINE WATERPROOFIN G METHOD	Kryton Buildmat
			Penetron
			Mapei
			Vandex International Ltd.
11	POWDER COATINGS		Berger
			Nerocoat
			Jenson & Nicholson
			Jatun
			Radiant Anodisers Pvt Ltd
12	METALS	ALUMINIUM SECTIONS	Hindustan Aluminium
			Jindal Aluminium Ltd.
			Bhoruka
			Bharat Aluminium Company Limited/vedanta
			BALCO
		Hindalco	
		HOLLOW SECTIONS, PIPES	Surya Pipes
			Hi-Tech pipes
			JSW
			JSPL
Bihar			

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			(Bihar Tubes Ltd)
		M.S. TUBES/ SECTIONS	Tata Metal
			Llyod Metal
			NSL Limited
			Bihar Tube Ltd
			Swastik Pipes Ltd
			JSW ISPAT
			Rana
		SS Works	Dharam Industries (FABRINOX)
			Ozone
			Jindal Stainless (JSL)
13	ROOFING/ SHEETING	ROOFING SHEETS	Rooffit (Fibre Glass Roofing, Metal Roofing, galvalume Sheets), jindal
			Wonder Sheets (3 layer uPVC - "Wonder Sheets- Pro")
			Lloyd Insulations India Limited
		METAL ROOFS	"TRACDEK" Interarch Building Products Pvt. Ltd. (Metal Roofing Sheet), kalzip, supertech india pvt limited,
			TATA Bluescope (Metal coated and Pre-painted Sheets - "Zincalume" , "Colorbond")
		POLYCARBONAT E SHEETS	"Lexan" (SABIC Innovative Plastics)
			Danpalon
		TENSILE FABRIC	Ferrari
			Mehler

Section 7: Draft Contract Agreement

THIS AGREEMENT made on theday of 2024 at Noida, District Gautam Budh Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India** represented by of the company, by virtue of his designation and authorization by **Shri**

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

AND

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

The Employer and the Contractor agree as follows:

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

Reference:

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

The Corporation intends to appoint a Contractor to NMRC for a period of 45 days.

3. Price Schedule

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

- 4. The courts at District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
- 5. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. **“Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document,**

Corrigendum, Addendum uploaded by NMRC on the E-Tender Portal (<http://etender.up.nic.in>) or www.nmrcnoida.com and any other correspondence in this regard, shall not be treated as a part of the contract Agreement & shall not be binding upon NMRC in anyway whatsoever at any stage of work during execution or thereafter."

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

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

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

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

Name of the official

Name of the official

Stamp/Seal of the contractor

Stamp/Seal of the Employer

In the presence of:

In the presence of:

Sign of Witness 1_____

Sign of Witness 1.....

Name_____

Name.....

Address_____

Address.....

Sign of Witness 2_____

Sign of Witness 2_____

Name_____

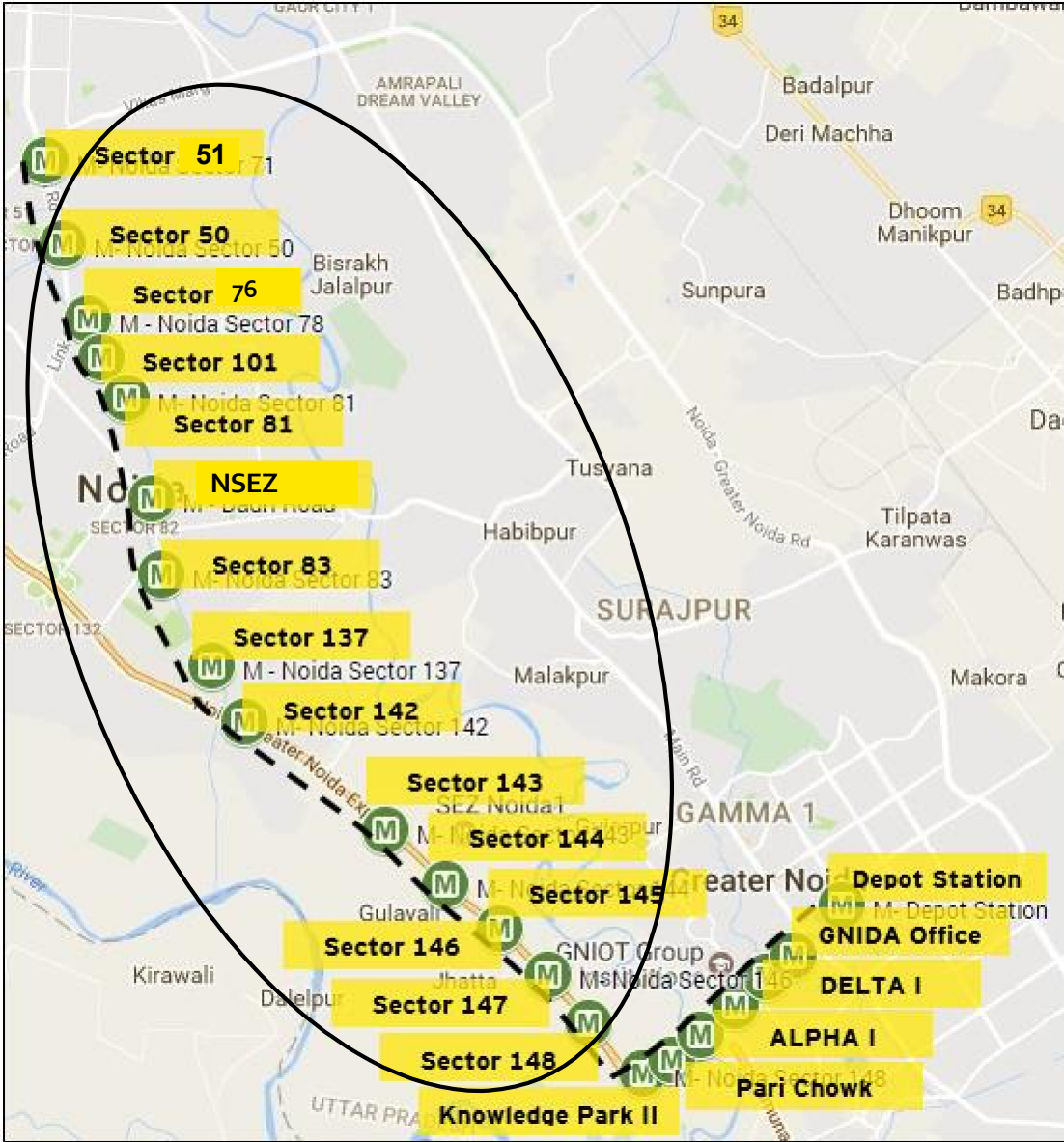
Name_____

Address_____

Address_____

Section 8: Appendix and Forms of Tender

8.1. Appendix 1: Metro Alignment



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

RFP for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor).

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

8.2. Appendix 2: Quality Assurance

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

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

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

Quality Assurance Management Plan

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

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

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

The Plan shall identify:

- a. Design Process: that control, check and verify the accuracy, completeness and integration of the design shall be performed by certified personnel and in accordance with documented procedure that have the written consent of the Engineer.

- b. Special Processes: that control or verify quality shall be performed by certified personnel and in accordance with documented procedures that have the written consent of the Engineer;
- c. Inspection and Test: Inspection and testing instructions shall provide for reporting nonconformance's or questionable conditions to the Engineer; Inspection shall occur at appropriate points in the installation sequence to ensure compliance with drawings, test specifications, process specifications, and quality standards. The Engineer shall designate, if necessary, inspection hold points into installation or inspection planning procedures;
- d. Receiving Inspection: These procedures shall be used to preclude the use of nonconforming materials and to ensure that only correct and accepted items are used and installed;
- e. Identification and Inspection Status: a system for identifying the progressive inspection status of equipment, materials, components, subassemblies, and assemblies as to their acceptance, rejection, or non-inspection shall be maintained;
- f. Identification and Control of Items: an item identification and traceability control shall be provided;
- g. Handling, Storage, and Delivery: provide for adequate work, surveillance and inspection instructions.
- h. The Plan shall ensure that conditions adverse to quality such as failures, malfunctions, deficiencies, deviations, and defects in materials and equipment shall be promptly identified and corrected.
- i. The Plan shall provide for establishing, and maintaining an effective and positive system for controlling non-conforming material including procedures for the identification, segregation, and disposal of all non-conforming material. Dispositions for the use or repair of nonconforming materials shall require the Engineers consent.

Plan Implementation and Verification

- a. The Plan shall clearly define the QA Organization. Management responsibility for the QA shall be set forth on the Contractor's policy and organization chart. The Plan shall define the requirements for QA personnel, their skills and training. Records of personnel certifications shall be maintained and monitored by the QA personnel. These records shall be made available to the Engineer for review, upon request.
- b. The QA operations shall be subject to the Engineers, Employer or Employer's authorized representative's verification at any time, including: surveillance of the operations to determine that practices, methods and procedures of the plan are being properly applied; inspection to

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measure quality of items to be offered for acceptance; and audits to ensure compliance with the Contract documents.

- c. The contractor's Quality Audit Schedule shall be submitted to the Engineer for consent every three months or more frequently as required.
- d. The results of Quality Audits shall be summarized in the Contractor's monthly reports.

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

8.3. Form 1: Letter of Proposal Submission

[Location, Date]

To

ED/NMRC

Noida Metro Rail Corporation (NMRC) Limited

Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,

Noida -201301

District Gautam Budh Nagar, Uttar Pradesh

Subject: Urgent Civil major works and replacement works at Aqua Line N-GN Corridor.

Dear Sir,

We, the undersigned, offer to provide Urgent Civil major works and replacement works at Aqua Line N-GN Corridor in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

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

We have filled the complete information correctly in **Form 21**.

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

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

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

8.4. Form 2: Firm Details

1.	<p>Title and name of the Project: Urgent Civil major works and replacement works at Aqua Line N-GN Corridor).</p>
2.	<p>State the structure of the Bidder's organization (Bidders to complete/delete as appropriate) Sole Bidder</p>
3.	<p>For Bidders who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person:</p>
4.	Employees Provident Fund No. (attach documentary proof) -
5.	Employees State Insurance Acts in India No. (attach documentary proof) -
6.	GST Registration No. (attach documentary proof) -
7.	PAN (attach documentary proof) -

8.5. Form 3: Capability Statement

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

Tender Reference No: _____

Name of Work: _____

Name of Bidder: _____

<u>S.No.</u>	<u>ELIGIBILITY CRITERIA</u>	(To be filled by the Bidder)
1	Sole proprietorship, registered partnership firm, public limited company, private limited company can submit the Bid. The firms and the companies should be registered in India.	
2	The Bidder should have a minimum experience of having satisfactorily completed similar works during last 7 (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. 1.42 Crore (Rupees One Crore Fourty Two Lakh only) or ii. Two similar completed works each costing not less than the amount equal to Rs. 89.07 Lakh (Rupees Eighty-Nine Lakh Seven thousand only) or iii. Three similar completed works each costing not less than the amount equal to Rs. 71.26 Lakh (Rupees Seventy one Lakh Twenty Six Thousand only)	
3	The Bidder should have Minimum average annual turnover of Rs. 1.42 Crore (Rupees One Crore Fourty Two Thousand only) in the last 5 (five) audited Financial Years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23) preceding the Bid Due Date.	
4	Liquidity – Net current assets from balance sheet of last year (2022-23) audited Rs. 25.45 Lakhs to meet cash flow for this contract	

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5	The Bidder should have minimum Net Worth of greater than Rs. 35.63 Lakh in last audited Financial Year (2022-23).	
6	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).	
7	The Bidder must have either the Registered Office or the functional Branch Office located in Delhi NCR.	
8	The Bidder should be registered with the Goods and Services Tax Authorities.	
9	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 (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Form-8 of Tender.	

8.6. 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 & Completion date	Employer's Name, address, telephone number, e- mail etc	Role in contract		If in JV/consortium then % participation	Completion cost	Value of similar work in completed work
					Individual	JV/ Consortium			
1									
2									
3									
4									
Add required number of rows									

Authorized

signatory Name:

Date:

Name of the Bidder with seal

NOTE:

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence
2. The tenderer shall upload details of work executed by them in the prescribed format for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof will not be evaluated.
3. Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.
4. For completed works, value of work done shall be updated to the last day of the previous

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month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.

5. In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered. This is to be substantiated with documentary evidence.
6. If the above work(s) comprise(s) other works also, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.

8.7. Form 5: Financial Capability Details

Bidder should submit their financial details as per the following:

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

 having registered office at
, as applicable, is as below:

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

S.No.	Financial year	Name of the Bidder	Liquidity
1	FY- 2022-23		

S.No.	Financial year	Name of the Bidder	Net worth
1	FY- 2022-23		

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

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____(Name of Bidder), we M/s _____, Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY 2018-19, 2019-20, 2020-21, 2021-22 and FY 2022-23 is correct.

Signature and Seal of

Chartered Accountants/Statutory Auditors

(With membership no. & UDIN No.)

Authorised Signatory

(Name & Designation of Authorised Signatory)

In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying

that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared."

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. & UDIN no.
3. The Bidder shall provide the audited annual financial statements as required.

8.8. Form 6: Memorandum

Name of Work: Urgent Civil major works and replacement works at Aqua Line N-GN Corridor)..

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

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

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

8.9. Form 7: Undertaking

Name of Work: Urgent Civil major works and replacement works at Aqua Line N-GN Corridor.

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 (including any member in case of JV/consortium) 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. Do not ever been terminated due to poor performance.
- f. Have not suffered Bankruptcy/ insolvency in last 5 (five) years.
- g. Have not been blacklisted/debarred by any organization.
- h. Neither penalised with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any "Housekeeping Works" of value more than 10% of NIT cost of work, during 5 (five) years.
- i. Have not been put on defaulter's list of EPF/ESI/GST/Labour Deptt. Etc during the last 5 (five) years.
- j. Have not been be involved in any illegal activity and/or has not been charge sheeted for any criminal act during the last 5 (five) years.
- k. Have not submitted any misleading information in the Bid.
- l. Are financially sound to perform the work.

Authorized signatory Name:

Date:

Name of the Bidder with seal

8.10. Form 8: Power of Attorney

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

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

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **Urgent Civil major works and replacement works at Aqua Line N-GN Corridor**) in response to the RFP Document dated _ issued by Noida Metro Rail Corporation ("NMRC" or "the Corporation"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

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

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

Signed by the within named
.....[Insert the name of the executant company]

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.
(Signature)
Name

Designation.....

2.
(Signature)
Name

Designation.....

Notes:

- (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).

8.11. Form 9: Bid Capacity Information

Name and brief particulars of contract (Clearly indicate the part of the work assigned to the applicant(s))	Name of client with telephone number and fax number	Contract Value In Rupees Equivalent (Give only the value of work assigned to the applicant(s))	Value of balance work yet to be done in Rupee equivalent as on last day of the previous month of tender submission	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work to be done during next 36 months with effect from the first day of the month of tender submission
Total							

S.No.	Financial year	Total Value of Works done as per audited financial statements
1	FY 2018-19	
2	FY 2019-20	
3	FY 2020-21	
4	FY 2021-22	
5	FY 2022-23	

Bid Capacity (Bidder shall calculate, mention his bid capacity and enclose the supporting calculation)

A = Rs.

N = years

B = Rs.

Assessed available bid capacity = $2 \times A \times N - B$

Certificate of the Chartered Accountants / Company Auditor

We, M/s _____, Chartered Accountants/ Company Auditors, certify that the above information is correct.

Name of Chartered Accountants / Company Auditor

Signature and Seal of Chartered Accountants/ Company Auditor

Membership Number & UDIN No. of Chartered Accountants/ Company Auditor

Authorized Signatory

(Name & Designation of Authorized Signatory)

NOTE:

1. The financial data in above prescribed format shall be certified by Chartered Accountant/ Company Auditor in original under his signature & stamp along with audited financial statements
2. Value of existing commitments for on-going works during period of 36 months w.e.f. from the first day of the month of tender submission has to be uploaded by the tenderer in Form. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number.

8.12. Form 10: Salable Form for Tender Document

Job No.

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

DETAILS OF EARNEST MONEY ATTACHED

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

BIDDER

8.13. Form 11: Declaration of Refund of Earnest Money

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

1 Bidder Name...

2 Bidder Address

3 Bank Name

4 Bank Branch

5 A/c No

6 IFSC Code

7 PAN No.

8 Tin/TAN No.

9 GST No.

10 Phone No.

11 Mobile No.

12 Email-Id

13 Type of Account

14 Party Unique Id

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

Date:

Signature with Stamp/Seal

8.14. Form 12: Undertaking pertaining to Personnel

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

Date:

Signature with Stamp/Seal

8.15. Form 13: Resources proposed for the O&M - Plant & Equipment

1. We hereby confirm to deploy the minimum resources as per mentioned minimum requirement in the tender document.
2. We further confirm that we shall only mobilize “Truck Transmission type” Pick and Carry Hydra Crane – 2nd Generation models, wherever Hydra Cranes will be required.
3. We confirm that the age of the following Construction Plant & Machinery has been restricted by NMRC as given below. If any of these machinery is used by us at the site, the machinery shall abide by the following age restrictions :

S.No	Construction Plant & Machinery	Maximum Permissible Age	No. of Equipment
1	Mobile Crawler Cranes	10 years	1
2	Man lifter	5 years	1
3	Mobile Tyre Mounted Hydraulic Cranes	10 years	1
4	All other plant and machinery like transit mixers, trailers, Dumpers, Boom Placer, Excavators, Pressure vessel including Air Compressors, Diesel Generator Sets, and locomotives etc.	10 years	According to requirement of site

Note: These resources are for peak period of each activity. All plants and equipments need not to be mobilized simultaneously, plants and equipment’s as required as per the progress of the work shall be brought at site in advance as directed by the Engineer-in-Charge.

4. We confirm to deploy resources as per the above-mentioned minimum requirement and also confirm to deploy plants & equipments over and above the minimum numbers indicated above, if the work requires so.
5. Hiring of Cranes shall be as per approved by Engineer-in-Charge. Third party certification of cranes, competency certification of the operators etc. would be required before grant of approval.

Date:

Signature with Stamp/Seal

8.16. Form 14: Proposed Personnel



NAME:

EMPLOYEE ID:

FATHER'S NAME :

DATE OF BIRTH :

PERMANENT ADDRESS.....

RESIDENTIAL ADDRESS.....

MARITAL STATUS.....

EDUCATIONAL QUALIFICATION.....

TECHNICAL QUALIFICATION.....

EXPERIENCE.....

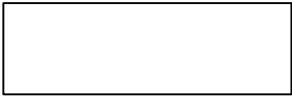
LANGUAGE KNOWN.....

NATIONALITY.....

CATEGORY.....

DATE.....

PLACE.....



SIGNATURE

(To be filled by contractor)

Attested by authorized person:

Note: A staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists for this work. The submission shall include a provisional management structure and organisation chart showing areas of responsibility, relative seniorities and lines of reporting. The proposed staffing plan shall be in conformity with the “Clause 4.3 – Personnel” of tender document.

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

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

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

Signature of authorized signatory of
Tenderer

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

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

Authorized signatory Name:

Date:

Name of the Bidder with seal

RFP for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor).

8.19. Form 17: Bid Offer/ BOQ (Format)

To

Executive Director

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

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

Sub: Urgent Civil major works and replacement works at Aqua Line N-GN Corridor).

Dear Sir,

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

I/we hereby quote for the Total Price for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor).as specified below, payable by NMRC.

PRICE SCHEDULE

ITEM NO.	DESCRIPTION OF ITEMS	UNIT	RATE	QUANTITY	AMOUNT INCLUDING GST
SCHEDULE A (DSR 2023 AND ANY OTHER DSR 2023 ITEMS)					
16.53	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 metre openable length (total length 90 m), having 50 nos rounds per 6 metre length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts or G.I. barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge, with reinforced barbed tape(R.B.T.) / Spring core (2.5mm thick) wire of high tensile strength of 165 kg/ sq.mm with tape (0.52 mm thick) and weight 43.478 gm/ metre (cost of M.S. angle, C.C. blocks shall be paid separately)	meter	334.77	40	13390.8
13.50.3	Applying priming coat: With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works	Sqm	61.18	100	6118
13.62.1	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture	Sqm	211.01	100	21101

RFP for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor).

4.19.1.1	Providing and laying in position ready mixed or site batched design mix cement concrete for plain cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana/Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering and finishing as per direction of the engineer-in-charge; for the following grades of concrete. Concrete of M15 grade with minimum cement content of 240 kg /cum	cum	9012.66	7.5	67594.95
5.22.4	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	KG	98.83	1191.26	117732.2258
5.9.1	Centering and shuttering including strutting, propping etc. and removal of form for Foundations, footings, bases of columns, etc. for mass concrete	Sqm	339.51	100	33951
4.20.1.3	Providing & laying in position ready mix concrete at site batched design mix cement concrete for plain cement concrete of M20 grade	Cum	9246.83	7.5	69351.225
8.14.2	Stone work (machine cut edges) for wall lining etc. (veneer work) upto 10 metre height, backing filled with a grout of average 12 mm thick cement mortar 1:3 (1 cement : 3 coarse sand) including pointing in white cement mortar 1:2 (1 white cement : 2 stone dust) with an admixture of pigment matching the stone shade : (To be secured to the backing and the sides by means of cramps and pins which shall be paid for separately) : Red sand stone - Exposed face machine cut and table rubbed with rough backing.	Sqm	6841.89	30	205256.7

RFP for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor).

16.30.1	Providing and applying tack coat using hot straight run bitumen of grade VG - 10, including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications : On W.B.M. @ 0.75 Kg / sqm	Sqm	49.83	3960.00	197326.8
16.54.1	Providing and laying Dense Graded Bituminous Macadam using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specifications and directions of Engineer-in-Charge. 50 to 100 mm average compacted thickness with bitumen of grade VG-30 @ 5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	Cum	11039.66	277.20	3060193.752
16.57.2	40/50 mm compacted thickness with bitumen of grade VG-30 @ 5.5% (percentage by weight of total mix) and lime filler @ 3% (percentage by weight of Aggregate) and waste plastic additive @ 8% (percentage by weight of bitumen) prepared in Batch Type Hot Mix Plant of 100- 120 TPH capacity	Cum	12567.62	198.00	2488388.76
16.62	Providing and applying 2.5 mm thick road marking strips (retroreflective) of specified shade/ colour using hot thermoplastic material by fully/ semi automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications.	Sqm	687.73	138.20	95044.286

RFP for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor).

14.72	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S.clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it thereafter .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineerin-charge .The elevational area of the scaffolding shall be measuredfor payment purpose .The payment will be made once irrespective of duration of scaffolding.	Sqm	314.21	8200.00	2576522
22.7.1	Providing and laying integral cement based water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc consisting of following operations: With average thickness of 120 mm and minimum thickness at khurra as 65 mm.	Sqm	1679.05	1209.00	2029971.45
DSR-2021	Any other DSR item except filling of earth	LS		1.00	2500000.00
TOTAL OF SCHEDULE A (DSR AND ANY OTHER DSR ITEMS)					₹ 13,481,942.95
QUOTED AMOUNT (ABOVE/BELOW/AT PAR) IN INR INCLUDING GST					
SCHEDULE B (NDSR ITEMS)					
1	Providing and appling a pre batched one component polymer modified cementitus mortar as top cover over chipped surface product requirement yield approx. 0.841/Kg system requirement: compressive strength >=50 N/mm2 (28days) according to ASTM C 109 flexural strength: 3N/mm2 (7 days) according to ASTM c293-79. All works shall be done as per engineer incharge.	Kg	205.06	500.00	102530.00

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2	providing and fixing HI - Rib - industrial type polyster coated profile tempered sheet (A) having 0.5 mm thickness TCT substrate 240 Mpa yeild strength. Organic coated prepaintted galvalume tensile steel. Silicone modified polyster (SMP) and fluro polymer (PVF 2) coating galvanised cold rolled as per I:S 277 and IS : 513 . The sheet will be fixed to the prepared steel structure frame by specified fastner screw complete as per engineer in charge	sqm	2203.53	1920.00	4230777.60
TOTAL OF SCHEDULE B (NDSR ITEMS)					₹ 4,333,307.60
QUOTED AMOUNT (ABOVE/BELOW/AT PAR) IN INR INCLUDING GST					
TOTAL QUOTED BOQ AMOUNT IN INR INCLUDING GST					

Note:

1. The Bidder with the lowest quoted cost for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor).in the financial quote (L1 bidder) shall be selected for the award of contract.
2. The Bidder shall be required to quote the percentage in the BOQ.
3. It will be deemed to include all Taxes including GST, Duties, Octroi, Royalty etc, cost of all plants, labour, supervision, materials, transport, all temporary works, erection, maintenance, utility identification, contractor's profit and establishment/ overheads, together with preparation of design and drawings, all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contracts.
4. The work executed against the BOQ items in would be paid on measurement basis.
5. The Contractor may raise their 'On Account'' payments on monthly basis as per the status of work on the last day of the respective month.
6. The Financial Bid submitted is unconditional and fulfills all the requirements of the TOR Document.
7. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfils all the requirements of the Tender Document.
8. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

8.20. Form 18: Undertaking as per Clause 4.12 of RFP

We hereby jointly and severally certify in accordance with clause 9.a' of the Order no. P-45021/2/2017-PP (BE-11) of Ministry of Commerce and Industry. Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP), Government of India dated 28.05.2018 that the item offered meets the minimum local content of atleast 90%. The details including name of vendor, location and percentage of local content is enclosed as Form 20.

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under GCC clause 4.33.1 (a) (i) of this tender for which the tenderer or its successors can be debarred for a period up to three years along with such other actions as may be permissible under the law.

In cases of procurement for a value in excess of Rs. 10 crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P- 45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry. Department for Promotion of Industry and Internal Trade (DPIT) {formerly Department of Industrial Policy and Promotion (DIPP)}. Government of India dated 28.05.2018, after Completion of works to the Engineer.

STAMP & SIGNATURE OF AUTHORISED
SIGNATORY

Note

1. This appendix need to be submitted only if bidder wants to avail the purchase Preference as specified in Clause of 000.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

8.21. Form 19: List of goods, works or services tentatively proposed to be offered with local value addition

S.No.	Description of Items (Goods/Works/Services)	Vendor	Location	% of Local Content

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

8.22. Form 20: Bid Details

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

S.No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form 3: Capability Statement		
6	Form 4: Work Experience		
7	Form 5: Financial Capability Details		
8	Form 6: Memorandum		
9	Form 7: Undertaking		
10	Form 8: Power of Attorney		
11	Form 9: Bid Capacity Information		
12	Form 10: Salable Form for Tender Document		
13	Form 11: Declaration of Refund of Earnest Money		
14	Form 12: Undertaking pertaining to Personnel		
15	Form 13: Resources proposed for the O&M - Plant & Equipment		
16	Form 14: Proposed Personnel		
17	Form 15: Obligation/ Compliance to be ensured by Contractor		
18	Form 16: Proforma for Clarifications / Amendments on the RFP		
19	Form 17: Bid Offer/ BOQ		
20	Form 18: Undertaking as per clause 4.1b of RFP		
21	Form 19: Undertaking as per clause 4.12 of RFP		
22	Form 20: List of the Goods, Works & Services Tentatively Proposed to be offered with Local Value Addition		

RFP for Urgent Civil major works and replacement works at Aqua Line N-GN Corridor).

23	Form 20: Bid Details		
24	Statutory proof of existence as the legal entity		
25	PAN certificate as per legal entity		
26	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years		
27	Self-attested copy of ITR		
28	Copy of GST registration certificate, EPF, ESI		
29	Any other document asked by the Employer if submitted, specify the documents Or Any other document which the Tenderer considers relevant		