

*RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC*

# **NOIDA METRO RAIL CORPORATION (NMRC) LIMITED**

**REQUEST FOR PROPOSAL (RFP)**

**Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot NMRC**

***Tender No : NMRC/E&M/UPS Battery/2024/314R1/355***

**Dec 2024**

**Issued by:**

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

**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

## Disclaimer

This Request for Proposal (RFP) Document for **“Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot NMRC”** 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 Bids. 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 Bids to be submitted in terms of this RFP Document.

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## 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 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
- n) **“CAMC”** means Comprehensive annual maintenance contract
- o) **“AMC”** means Annual Maintenance contract.
- p) **“Engineer”** means any person nominated or appointed from time to time by the employer to act as the Engineer for the purposes of the contract and notified as such in writing to the contractor.

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	Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot NMRC
2	Approximate Cost of Work	INR 23,12,400 (including GST)
3	Time-period of contract	Two (02) Year
4	Method of selection	Cost Based Selection (Lowest –L1)
5	Bid Processing Fee	INR 5900/- (including GST) (INR Five Thousand Nine Hundred only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Earnest Money Deposit (EMD)	INR 46,248 (including GST) (INR Forty Six Thousand Two Hundred Forty Eight 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	<b>AGM/ Electrical</b> <b>Noida Metro Rail Corporation (NMRC) Limited</b> <b>Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301</b> <b>District Gautam Buddha Nagar, Uttar Pradesh</b> <b>Email: <a href="mailto:nmrcjgmelectrical@gmail.com">nmrcjgmelectrical@gmail.com</a></b> <b><a href="mailto:nmrcnoida@gmail.com">nmrcnoida@gmail.com</a></b>
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	<b>Schedule of Bidding Process</b>	
	Head	Key Dates
	Uploading of Bid	<b>09.12.2024</b>
	Pre-bid Meeting	<b>13.12.2024, 11:00 hrs (IST)</b>
	Last date of submission of Queries	<b>16.12.2024, 18:00 hrs (IST)</b>
	Last date of issuing amendment/clarifications, if any	<b>23.12.2024</b>
	Last Date of Bid Submission	<b>02.01.2025, 14:00 hrs (IST)</b>

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	Date of Technical Bid Opening	<b>02.01.2025, 16:00 hrs (IST)</b>
13	Consortium/J.V. to be allowed	No
14	Account details	<p><b>For Bid Processing Fee &amp; EMD</b></p> <p>State Bank of India (04077) – Sector 18, Noida Gautam Buddha Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077</p> <p><b>A/c No. 37707840592</b></p> <p><b>Noida Metro Rail Corporation Ltd.</b></p>

**Note:**

Tender Cost and EMD is exempted for Micro & Small Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for **appropriate category as per the tender** and **have valid registration certificate** as on date of tender submission.

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

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

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

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

No further clarification shall be sought on the above.

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

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

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

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## **1. Section 1: General Information**

### **1.1 Background**

- a) Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b) Noida Metro Rail Corporation limited 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 Revenue operation.
- d) NMRC invites E-Bids for selection of Contractor for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot NMRC.
- e) In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this RFP Document.
- f) NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted and financial proposal of only qualified Bidders will be opened.

### **1.2 About Metro Locations**

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

### **1.3 Communication**

All communications should be addressed to -

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

## **2. Section 2: Terms of Reference**

### **2.1 Objective**

Execution of Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank of Existing Battery Bank at Admin Building of RS Depot NMRC provided in tender with suitable uniformed trained manpower, consumables, spare parts, equipment & machinery etc. The Tenderer is to carry out their self-assessment in respect of their capacity in terms of manpower, maintenance, machine, spare parts and finance. The Bidder should be able to take up additional similar work at short notice. Similarly, the scope of work may also be reduced on account of poor performance and contractor shall have no right for any claims due to reduction in scope of work.

### **2.2 General**

The works shall be done in accordance with Employer's Requirements and the other requirements of the Contract. The work shall be executed to the highest standards available using proven up-to-date good Engineering practices. Tenders are called from the electrical contractor having valid contractor license.

### **2.3 Scope of Works**

The work for “**Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot.**” shall be executed as mentioned in ‘Technical Specifications & Employer’s requirement’ with suitable uniformed trained technician, Consumables, spare parts, modern equipment & machinery etc. all activities to be carried out as per the Schedule of work given in ‘Bill of Quantity’, as per ‘Special conditions of contracts’ and as other terms & conditions of tender documents.

Other miscellaneous items shall be 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 appointed by the contractor for carrying out their works and bringing materials and Equipments at site. However, the security of materials and Equipments brought at the site will be the responsibility of the Contractor.
- d) The Contractor shall take all necessary precautions to ensure safety of the staff, adjoining structures, materials & equipments and the work in progress as per the directions of engineer- in-charge.
- e) Manpower (Electrician & Helper) shall be deployed as specified in the tender documents. They shall be adequately qualified & shall be authorized to carry out the Electrical Work. All

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the staff to be deployed after giving the safety training and police verification. Only authorized staff of contractor having proper identity card shall be permitted to enter in metro stations.

- f)** All incidental arrangements for safe transport of Material, machine, tools etc. shall be the responsibility of the contractor. All expenditure to be incurred in this connection shall be borne by contractor.
- g)** Log book detailing work carried out by Contractor with mentioning date, details of work completed, and complaints if any etc. will be maintained and signed both by NMRC and contractor officials.
- h)** In case of discrepancy among Standard codes of Practice, Technical Specifications and provision in sub-clauses in this NIT, the order of precedence will be as below:
  - Provision in NIT/BOQ
  - Technical Specifications
  - Standard Code of Practice

## **2.4 Tenure**

This contract will be valid for two years or up to the extended period as decided mutually by the Contractor & Engineer after approval of the Competent Authority.

### **3. Section 3: Instructions to Bidders**

#### **3.1 General instructions**

- a) A tenderer shall submit only one bid in the same tendering process. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a sub-contractor while submitting a bid individually in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- b) The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- c) The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents 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.

#### **3.2 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

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responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.

- b) This tender document is available on the web site <http://etender.up.nic.in> or on NMRC website ([www.nmrcnoida.com](http://www.nmrcnoida.com)) to enable the 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.
- c) Conditional Bid shall be rejected outright & shall not be considered.

### **3.3 Acknowledgement by Bidder**

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

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

### **3.4 Availability of Bid Document**

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

### **3.5 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 **ED , NMRC only before or during Pre-Bid Meeting** held at NMRC. The envelopes / communication shall clearly bear the following identification / title: **“Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot NMRC”**. The responses will be posted to all such queries on the official Website [www.nmrcnoida.com](http://www.nmrcnoida.com). NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole

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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.

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

### **3.7 Preparation and submission of Bids**

#### **3.7.1 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

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numerals shall be used in the e-Bid. The correspondence and documents in any other language must be accompanied by transcripts verified by the Embassy of Home Country or equivalent Documents constituting the e-Bid.

### **3.7.2 Documents constituting the e-Bid**

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

#### **3.7.2.1 Technical e-Bid-** Technical e-Bid will comprise of

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

#### **3.7.2.2 Financial e-Bid**

**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.

### **3.7.3 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.

### **3.7.4 E-Bid form**

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

### **3.7.5 E-Bid Currency**

Prices shall be quoted in Indian Rupees only.

### **3.7.6 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.

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- 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.

**3.7.7 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.

**3.7.8 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.

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

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

For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by



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these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. NMRC shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

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

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### **3.8 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.

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

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

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**3.10 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.

**3.11 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.

**3.12 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) 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.

**3.13 Earnest money deposit (EMD)**

- a) The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favour **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 through written request.
- d) No interest will be paid by the Employer on the Earnest Money Deposit.

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- e) The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- f) The EMD may be forfeited:
  - i. If Bidder
    - a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form; or
    - b) does not accept the correction of errors or
    - c) Modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
  - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.

### **3.14 Opening and Evaluation of Bids**

#### **3.14.1 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.

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

- a) After evaluation of technical e-Bid, through the evaluation committee NMRC shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids will not be opened.
- b) NMRC will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Corporation. The notification may be sent by e-mail 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.

#### **3.14.3 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.

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- b) The amount stated in the Financial Bid will be adjusted by NMRC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture.

**3.14.4 Examination of e-Bid document**

The NMRC will examine the e-Bid to determine if:

- a) They are complete;
  - b) They meet all the conditions of the contract;
  - c) The required e-Bid Processing fee, EMD and other required documents have been furnished;
  - d) The documents have been properly digitally signed; and
  - e) The e-Bids are in order.
- Any e-Bid or e-Bids not fulfilling these above requirements shall be rejected.

**3.14.5 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.

**3.14.6 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.

**3.15 Award of Contract**

**3.15.1 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.

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**3.15.2 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.

**3.15.3 Signing of contract**

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

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

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

## **4. Section 4: Qualification, Evaluation and Selection Process**

### **4.1 Eligibility Criteria**

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

- a) Sole proprietorship, registered partnership firm, LLP, public limited company or private limited company can submit the Bid. The firms and the companies should be registered in India.
- b) The Bidder should have a minimum experience of having satisfactorily/successfully completed similar works during last 7 (Seven) years period ending last day of month previous to the one in which the bids are invited should be either of the following:
  - i. **One similar completed work costing not less than the amount equal to Rs. 18.50 lakh (Rupees Eighteen Lakh Fifty Thousand only) or**
  - ii. **Two similar completed works each costing not less than the amount equal to Rs. 11.56 lakh (Rupees Eleven Lakh Fifty Six Thousand only) or**
  - iii. **Three similar completed works each costing not less than the amount equal to Rs. 9.25 lakh (Rupees Nine Lakh Twenty Five Thousand only)**

**“Similar work”** for this contract shall be **“Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank or above”** in any other Metro Organization/ Central govt./ State govt./PSU's/private sector companies of repute.

- c) **The Bidder should have minimum average annual turnover of Rs 23,12,400 (Rupees Twenty Three Lakh Twelve Thousand Four Hundred only) in the last 3 (three) Financial Years (2021-22, 2022-23, 2023-24) ending on 31<sup>ST</sup> March of the previous financial year.**
- d) **Profit Before Tax (PBT) during any of the financial year should be positive during immediately preceding 3 financial years.**
- e) The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfilment of Contractual obligation in last 5 (five) financial years.
- f) The Bidder shall also furnish the following documentary proof (as per eligibility criteria):
  - i. For above criteria 4.1 a
    - Statutory proof of existence as the legal entity (such as RC,COI, and affidavit for sole proprietorship).
    - PAN certificate as per legal entity
    - Valid Electrical Contractor License
    - GST Certificate as per legal entity
  - ii. For above criteria 4.1 b

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- Form 4: Work Experience along with relevant documents and certificates.

**iii.** For above criteria 4.1 c, 4.1 d

- Form 5: Financial Capability Details
- A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (Three) financial years ending on 31<sup>st</sup> March 2024.

In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/chartered accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 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.”

- Self-attested copy of ITR of the last 3 (Three) Financial years (**2021-22, 2022-23, 2023-24**).

**iv.** For above criteria 4.1 e

- Form 7: Undertaking.

## **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 as per NIT. 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 ending on 31<sup>st</sup> March 2024 (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 24 months w.e.f. from the first day of the month of tender submission.

### **Notes:**

- Financial data for last three financial years ending on 31<sup>st</sup> March 2024 has to be uploaded by the tenderer in Form-5 of Tender along with audited financial statements. The financial data in



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the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original along with UDIN and membership no.

- Value of existing commitments for on-going works during period of 24 months w.e.f. from the first day of the month of tender submission has to be uploaded by the tenderer in Form-16 of Tender. These data shall be certified by the Chartered Accountant with his stamp and signature in original along with UDIN and membership no. and supporting documents. Without supporting documents, bid capacity criteria cannot be considered.
- The tender submission of tenderers, who do not qualify the minimum eligibility criteria stipulated in the clauses above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in above shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the RFP.

### **4.3 Personnel**

The Tenderer shall submit - Form 11: Undertaking pertaining to Personnel, a staffing schedule, and Form 12 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 **trained engineers for handling electrical works with proper safety knowledge of site.**

Notes:

- I. The contractor shall deploy manpower as per the requirement at site to execute the work within stipulated time, and increase manpower if the work requires so.**
- II. The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with good personnel immediately as per directions of the Engineer.**

### **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 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 Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at**

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Admin Building of RS Depot in the financial quote (**L1 bidder**) shall be selected for the award of contract.

#### **4.6 Selection of Bidder**

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

- a) In case, two or more technically qualified bidders quote the same rate in the Commercial Bid, and become Lowest (i.e. L-1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover (as per Minimum Eligibility Criteria defined in Section 4 under "Definition of Similar Work") during the last 2 years ending on the last day of the month preceding the month in which the tender has been floated. Experience certificate / work completion certificate on client's letter head is mandatory to ascertain the nature, period and value of work which shall be required to be uploaded by the bidder by the last date of tender submission. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- b) Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing through Notice of Award (NOA), that his bid has been accepted.
- c) The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA.
- d) No correspondence will be entertained by NMRC from the unsuccessful bidder.

#### **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 Successful Bidder shall execute the Contract Agreement within 45 (Forty-Five) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d) Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.
- e) The Employer reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful tenderer. The bidder is bound to accept the increase or decrease in the tendered quantity up to 25% under this clause without any change in unit price.

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

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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 FDR/ DD, RTGS/NEFT or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favour of Noida Metro Rail Corporation Ltd within 30 days from receipt of Notice of Award. 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 DLP. The performance guarantee should be issued by scheduled commercial bank from branch located in Delhi NCR, Noida or Greater Noida. Bidder should be ensured that issuing branch as well as encashment branch should be located in the area mentioned above. The bank guarantee shall be extended or renewed in advance before the expiry of existing Bank Guarantee in favour of NMRC.
- b) It is to note that if contract value increases by more than 25% of the original contract value, the performance bank guarantee shall be increased accordingly.
- c) A Contract agreement will have to be signed by the Contractor at his cost on proper stamp paper. Without performance guarantee by Contractor, Contract agreement shall not be signed.
- d) NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for
  - (i) Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
  - (ii) Any amount which NMRC becomes liable to the Government/Third party due to any default of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.
  - (iii) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Contractor or any person duly empowered in his behalf.
  - (iv) Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- e) Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Contractor Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement.

## **4.9 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 Contractors 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:

**AGM/Electrical, NMRC**

**Noida Metro Rail Corporation (NMRC) Limited**

**Block-III, 3rd Floor, Ganga Shopping**

**Complex, Sector-29, Noida -201301**

**District Gautam Buddha Nagar, Uttar Pradesh**

**Email: [nmrcnoida@gmail.com](mailto:nmrcnoida@gmail.com), [nmrcjgmelectrical@gmail.com](mailto:nmrcjgmelectrical@gmail.com)**

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

## **4.10 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**

- a) The payment will be made upon completion of work as per the accepted rates based on the actual work carried out as per the Schedule of work (Bill of Quantity) after satisfactory verification by the users/engineer-in-charge from NMRC.

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- b)** The payment will be made only for the work actually carried out as per the schedule of work (Bill of Quantity) completed & handed over to the user /engineer-in-charge
- c)** Income Tax is deductible at source while effecting payment of bills at the prescribed percentage as per the orders of the government.
- d)** GST, if claimed, will be reimbursed only if the GST registration number is mentioned in the invoice. In the absence of GST registration number, GST will not be reimbursed. Further, GST will be reimbursed only when GST is reflected on the GST portal (GSTR2A of NMRC).
- e)** Quote PAN and GST on all correspondence, Bills, Vouchers and other documents otherwise TDS at higher of the prescribed rate will be deducted.
- f)** All payments to the contractors will be made by e-Payment /Account Payee Cheques. Quarterly payment shall be made on receipt of the bill complete & correct in all respect along with the supporting documents subject to deduction of statutory charges/taxes/duties/levies etc.
- g)** Bills, correct in all respect, shall be submitted to Engineer-In-Charge, in duplicate along with supporting documents, who will arrange payment through Departments of NMRC
- h)** No advance of any type shall be paid.
- i)** TDS on quarterly invoice of tenderer is deducted while processing quarterly bills as per Govt. Guidelines.
- j)** Supporting documents to be submitted by contractor along with quarterly bill as detail given in SCC.
- k)** No overtime is considered to achieve higher level of safety standards. The tenderer should consider execution of work in shifts as specified in the tender or desired by engineer in charge. The agency must ensure timely payment of salary, PF, ESI, etc. and prompt medical facility to sick/injured and to all staff.

## 5. Section 5: Special Conditions of Contract (SCC)

SCC Clause	Reference to GCC Sub-Clause No.	Description
1.1	Sub Clause 4.2.1	<p><b>PERFORMANCE SECURITY</b></p> <p>The successful tenderer shall furnish to the Employer a security in the form of a bank guarantee for an amount of 10% of the Contract value. The Performance security shall only be released after issuance of the performance certificate for the complete scope of work under the contract. No performance Security shall be released against part performance certificates issued by the Employer. If the contractor fails to submit the Performance bank guarantee as specified time limit i.e. within 30 days of receipt of NOA, quarterly running bill payment will be released to contractor by deducting 10 % of the payment amount from quarterly running bills subject to the application of <b><u>penal interest @15% p.a. as per GCC clause 4.2.1 on the delayed PBG.</u></b></p> <p>In case the contract value exceeds beyond 25% of the original contract value, the contractor shall have to submit additional performance security.</p>
1.2	Sub-Clause 4.3	<p><b>REPRESENTATION ON WORKS</b></p> <p>Contractor representative, the instructions given by the Engineer-In-charge or Engineer-In-charge's representative to contractor shall be complied immediately. The contractor shall not replace any of the deployed staffs for the work without permission of Engineer-In-charge.</p> <p>The contractor either himself or his nominated representative duly authorized-by the contractor shall be responsible to attend any exigency/emergency/attend meetings, to resolve all the issues related to satisfactory execution of the work.</p>
1.3	Sub-Clause 4.5	<p><b>SUB-CONTRACTOR</b></p> <p>Sub-contracting of whole work or any part of work shall not be permitted in the contract. If it will come to the notice of employer that the work or part of work has been subcontracted, the contract will be terminated and performance bank guarantee shall be forfeited and punitive action shall be initiated against the contractor.</p>

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1.4	Sub-Clause 4.10	<p><b>SUFFICIENCY OF ACCEPTED CONTRACT AMOUNT</b></p> <p>The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for Execution and Completion of the Works with High Quality Level.</p> <p>The contractor shall be deemed to have satisfied himself as the sufficiency of contract prices for the payments to employees towards compliance of minimum wages, PF &amp; ESI, etc.</p>
1.5		<p><b>PENALTY &amp; DEDUCTION:</b></p> <ul style="list-style-type: none"> <li>a) For poor quality of work, a penalty of 10% of concerned activity rate may be imposed by NMRC.</li> <li>b) In addition to the above, additional penalties for accident, staff without uniform, less manpower etc may be imposed separately in case of any violations as under:-             <ul style="list-style-type: none"> <li>i) The firm must maintain a “Zero Accident Record”. In case of any major accident /fatality a penalty up to 20% of the bill for the month in which the incidence taken place shall be imposed.</li> <li>ii) If site staff is found absent or short, a deduction at the rate of equivalent to latest daily minimum wage plus Rs. 1000/- per employee per day will be charged. The rate of wages shall be as per minimum wages rate as applicable to each category of staff.</li> <li>iii) If during inspection, the workers are not found in uniform, a penalty of Rs.500 per employee per day may be imposed.</li> <li>iv) If during inspection, the workers are not found in proper PPE (Personnel protective equipment) during working, a penalty up to Rs.2000/- per employee per day may be imposed.</li> <li>v) In case of non-availability of materials as prescribed in the contract for prescribed usage, penalty up to Rs. 2000/- per day will be imposed.</li> <li>vi) In case of any damage to NMRC property done by any of the worker of the contractor, the actual amount will be recovered or the contractor has to repair/replace such damage at his own cost.</li> </ul> </li> </ul> <p>NMRC is a certified organisation for Environment, Health and safety. The work is to be carried as per international norms/standards and in such a manner that all premises always look neat &amp; clean. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the environment.</p> <p>On completion of job service report, will be made by the service engineer and the same should be signed by both the service engineer and authorized customer’s representative. One copy of the said service report will be handed over to the customer for their own records.</p> <p>If any equipment is not rectified due to non-responsiveness within 24 hrs of registration of complaint the contractor shall be liable for penalty of Rs. 1000/day/complaint. (if the required spares is readily available).</p> <p>Repeated violations may result in termination of the contract and forfeiture of the PBG.</p> <p>a. In case of any damage to NMRC property done by any of the worker of the</p>

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		<p>contractor, the actual amount will be recovered or the contractor has to repair/replace such damage at his own cost.</p> <p>b. The penalties as prescribed above shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.</p> <p>c. It should be clearly understood that if, total penalty and deductions in any one year of the contract exceeds 15% of average annual value of contract, the contractor will be blacklisted from NMRC for participation in the similar category of works.</p>
1.6	Sub-Clause 4.14	<p><b>PROGRESS REPORTS</b></p> <p>The contractor shall attend a meeting with Engineer-In charge every month to elaborate the measures which the contractor proposes to take in order to improve the quality of work, efficiency, progress of the action items, progress of work, and compliance of safety audit report etc with release of MOM. The Contractor shall also submit to the Engineer-In-charge such other reports as may reasonably be required by him or any relevant authority or public body.</p>
1.7	Sub Clause 4.15	<p><b>EQUIPMENTS, MACHINERY AND PLANTS</b></p> <p>Contractor may note that no tools, spare parts, machinery, plant and equipment shall be supplied by the employer. The contractor has to arrange all tools, equipment machinery, spare parts, etc. and their transportation as required for the work under the contract.</p> <p>The plant, machinery and equipments brought for the execution of work, unless otherwise specified, shall be under ownership of contractor. Contractor shall not remove above plant, machinery and equipments without permission of Engineer-in-charge.</p> <p>The Engineer-in-charge shall not, at any time, be liable for the loss or damage to any of the contractor's Plant, Machinery, Temporary Works or materials.</p>



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1.8	Sub Clause 4.16	<p><b>SAFETY</b></p> <p><b>A) SAFETY REQUIREMENTS</b></p> <p>The Metro Train Stations and Depot are having High Voltage Over Head Electric Lines, High Voltage Equipments, the movement of Trains in the depot, etc which can cause major injury, electrocution, death to the personnel and thus requirements for safety observance are very high.</p> <p>The contractor shall be responsible for ensuring the fitness and safety of all persons employed at work. In this regard, the contractor and deputed staff must ensure the observance of safety requirements. It shall be the sole responsibility of the contractor to adopt all the safety measures and deploy personnel who are adequately trained in safety.</p> <p>The contractor is responsible to ensure that necessary and adequate personal protective equipments are available at all the times for the service to personnel working. Contractor shall ensure to provide the Hi-Visibility/ Reflecting Jackets to all on site staff.</p> <p>It shall be the contractor's sole responsibility to make aware all his deployed staffs about the safety rules and procedure including Dos' and Don'ts' of working in the vicinity of 25 KV overhead Equipment.</p> <p><b>B) ACCIDENTS</b></p> <p>If any accident occurs due to execution of work or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor. If any damage occurs to the structures/ material &amp; equipment as well as rolling stock, the cost of damage will be recovered from the contractor's bill.</p> <p>The firm must maintain a "Zero Accident Record". In case of any major accident /fatality a penalty of not exceeding 15% of total contract value will be levied. This penalty will be in addition to other penalties specified under the clause no 1.5 of SCC.</p> <p><b>C) TRAINING ON SAFETY</b></p> <p>Contractor will provide one day training on safety to contractor staff at site. Contractor shall obtain their assurance in the format prescribed by Engineer In-charge. Contractor shall submit the proof of this training and having obtained the assurance of all staff to Engineer In-charge. Without above training and having obtained proper proof of assurance, no staff will be deputed for work in NMRC.</p>
1.9	Sub- Clause 4.17	<p><b>PROTECTION OF THE ENVIRONMENT</b></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. The contractor shall use the environment friendly material. The disposal of garbage shall be in environment friendly manner with proper segregation of biodegradable and non</p>

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		biodegradable waste.
1.10	<b>Sub- Clause 4.18</b>	<p><b>ELECTRICITY AND WATER</b></p> <p>Electricity point and water shall be arranged by the employer.</p> <p>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 &amp; 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 &amp; 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>
1.11	<b>Sub- Clause 4.27</b>	<p><b>SECURITY OF THE SITE</b></p> <p>Without proper permission, no staff shall be permitted to enter the premises.</p> <p>All vehicles used by the Contractor shall be clearly carrying the Contractor's name or identification document. 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>
1.12	<b>Sub- Clause 4.28</b>	<p><b>CONTRACTOR'S OPERATIONS ON SITE</b></p> <p>All of the contractor's staff shall follow the rules and regulations, procedures in the NMRC premises. The contractor shall make aware all of his staff for the same.</p>

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2.1	<b>Sub- Clause 6.2</b>	<p><b>RATES OF WAGES AND PAYMENT OF WAGES</b></p> <p>The wages considered in the tender are as Per Delhi schedule of rates (E&amp;M) 2018 which comply minimum wages as applicable at that time.</p> <p>The contractor shall pay the staff and labour as per the mentioned reference order. However if the new circular is received from the concerned authorities for revision of minimum wages during the currency or before finalization of the contract, the contractor shall be bound to implement the same immediately. Any variation in the rate of minimum wages/taxes will be dealt as per clause no 10 of SCC.</p> <p>In case of revision (increase or decrease) either in minimum wages and/or ceiling of Wage/Salary limit for payment of EPF &amp; ESI etc, and/or in the percentage value of contribution towards EPF &amp; ESI etc by government (state/union) then the Same will be compensated by NMRC as per clause 5.3 of SCC and contractor is bound to pay revised statutory charges/wages etc to workmen into without any deduction whatsoever. Any default in payment of wages less than statutory wages etc will be treated as fraudulent practice and action shall be taken against contractor for such fraudulent act in terms of contract/Indian Contract Act/Other applicable Law.</p> <p>The Contractor will ensure to open bank accounts for each worker employed by him and all the payments to workers will be released through bank accounts.</p> <p>In case to meet out any exigency/ emergency the payment to staff shall be made in cash in the presence of Engineer-In-Charge or his nominated representative. Non-compliance of Labour Law will attract penalty as per Provisions given in RFP.</p>
2.2	<b>Sub- Clause 6.4 &amp; 4.1</b>	<p><b>LABOUR LAW &amp; OBLIGATION OF CONTRACTOR</b></p> <p>In dealing with labour and employees, the Contractor shall comply fully with all laws and statutory regulations pertaining with engagement, payment and upkeep of the labour in India.</p>
2.3	<b>Sub- Clause 6.9</b>	<p><b>PROVISION OF EFFICIENT AND COMPETENT STAFF</b></p> <p>The personnel deployed for the electrical work should be qualified, trained, efficient, competent and quality conscious in the relevant work.</p> <p>Contractor shall submit the documentary evidence of formal training imparted to staff prior to deputing staff for work.</p>

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2.4	<b>Sub- Clause 6.10</b>	<p><b>PRESERVATION OF PEACE AND ORDERLY CONDUCT</b></p> <p>The contractor shall be fully responsible to ensure the discipline, and orderly conduct among the staff deployed for work. Smoking &amp; Consumption of Tobacco in any form is not allowed. The carrying and consumption of intoxicating liquor, drugs or other substances that may affect the proper performance is strictly prohibited in the depots. The Engineer-In-charge may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative who in the opinion of the Engineer-In-charge, persists in any misconduct, is incompetent or negligent in the performance of his duties, fails to conform with any provisions of the Contract or persists in any conduct which is prejudicial to safety, health, or the protection of the environment. Any claim or dispute arises due to removal of such person shall have to be dealt only by the contractor and employer shall not be the party to such action in any case.</p>
2.5	<b>Sub- Clause 6.11</b>	<p><b>LABOUR TO BE CONTRACTOR'S EMPLOYEE</b></p> <p>Labour deployed shall only be the contractor's employee. Deployment of labour hired through sub-contractor is not permitted. If any case of hiring of labour through sub-contractor comes to the notice of employer, then it shall be considered as the sub-contracting of contract and action shall be initiated accordingly which may even lead to termination of contract.</p>
3 & 3.1	<b>Sub- Clause 7</b>	<p><b>WORK EXECUTION AND QUALITY CONTROL</b></p> <p><b>MANNER OF EXECUTION</b></p> <p>The contractor shall comply the schedules, procedures, methodology, work instruction given in technical specification and scope of work. The contractor shall use only the specified material and machines.</p> <p>If the contractor needs to change the any operation method then he has to take prior approval of the engineer In-charge.</p>
3.2	<b>Sub- Clause 7</b>	<p><b>INSPECTION</b></p> <p>The contractor monitor the quality of the work executed and fills up the check sheet and submits to the Engineer In-charge's representatives. The Engineer In-charge's representatives shall inspect and cross check the work for the quality and verify the work accordingly.</p> <p>The Engineer In-charge's representative shall also inspect and check for the compliance of contractor for the availability of proper and specified material, consumable, machinery, tools etc.</p> <p>Any shortcoming noted during such inspection shall be rectified by the contractor immediately failing which the penalty shall be imposed as per clause no. 1.5 of SCC.</p>

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4 & 4.1	Clause 8 & Sub Clause 8.2	<p><b>TIME MANAGEMENT</b></p> <p><b>COMPLETION PERIOD</b></p> <p>NOA will be given for two years. However, performance of contractor will be evaluated for continuation of the contract for one year at a time as per SCC clause 11.</p>
4.2	Sub Clause 8.7	<p><b>SUSPENSION OF WORK</b></p> <p>The work is of essential service required for the passenger. The suspension of work by the contractor or contractor's staff even for a single day may lead to heavy penalties on the contractor up to termination of contract and forfeiture of bank guarantee.</p>
4.3	Clause 10	<p><b>DEFECT LIABILITY PERIOD</b></p> <p>Defect Liability Period is 03 month after the date of issue of Taking Over Certificate for the Whole of the Works. After expiry of DLP, Guarantee/Warranty given by OEM of the parts shall also be extended to NMRC and relevant Guarantee/Warranty document of such parts shall also be submitted to NMRC by the contractor before processing of the final bill.</p>
5.1	Sub Clause 11.1	<p><b>THE CONTRACT PRICE</b></p> <p>a) The contract price, subject to any adjustment thereto in accordance with contract conditions shall be inclusive of all taxes like GST, duties, levies, royalties Service Tax etc. or any tax in replacement of such taxes.</p> <p>Contractor will show the breakup of taxes in the invoices as quoted in BOQ while claiming payment as per tender conditions. He will have to maintain all records related to payment of taxes at his end for verification any time during the contract. The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall keep the Employer fully indemnified against liability of all types of taxes, duties, levies etc.</p>
5.2	Sub Clause 11.1.1 & Sub Clause 11.1.4	<p><b>DUTIES, TAXES, ROYALTY ETC AND CHANGE IN TAXES/DUTIES</b></p> <p>A. The rates quoted by the tenderer for all materials, required to be purchased for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes , octroi, GST, royalties rentals etc.</p> <p>The contract shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgement evidencing filling of tax returns every year and shall keep Employer fully indemnified against liability of taxes, duties, interest, penalty etc., of the Contractor's in respect thereof, which may arise.</p> <p><b>B. Change in Taxes Duty</b></p>

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		<p>a. "Change in Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender/quotation.</p> <p><b>i</b> Any new tax which is imposed on composite work contracts applicable on Metro Project.</p> <p><b>ii</b> Change in the rate of GST on Composite work contract applicable on Metro Project as per GST act.</p> <p>b. The Contract Price shall be adjusted due to any of the above two conditions. Adjustment in contract price will be applicable up to the stipulated date of completion of work including extended period in case it is specifically mentioned that extension is granted with adjustment for changes as stated above.</p> <p>c. If the extension of contract period is on account of contractor's fault, no compensation shall be made towards upwards revision towards "change in Taxes/Duty (taking place during the said extended contract period)" as mentioned at Sl. No. (a) (i)&amp;(ii) above. Any benefit on account of downward revision towards "change in Taxes/Duty" as mentioned at Sl. No. (a) (i) &amp;(ii) above, during the original contract period or extended contract period shall be on employer's account.</p> <p>d. Any other changes (except on account of clause (a) (i)&amp;(ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause 5.3 of SCC provided in the contract and in contract where price variation clause is not provided, the impact on any other change (except on account of clause (a) (i)&amp;(ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price.</p> <p>e. Also, the contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the contract and Indian Rupees from the last date of submission of tender.</p>
5.3	Sub Clause 11.1.3	<p><b>PRICE VARIATION</b></p> <p>This is fixed price contract and no Price variation is admissible in this contract except in case of NS/Extra items and rates will be taken from DSR in vogue.</p>
5.4	Sub Clause 11.2	<p><b>ADVANCE</b></p> <p>No advance shall be paid.</p>
5.5	Sub Clause 11.6	<p><b>ON ACCOUNT PAYMENT APPLICATION FOR INTERIM PAYMENT CERTIFICATES</b></p> <p>Payment shall be made on Quarterly basis upon submission of Bills with requisite documents/details by contractor separately and bill will be verified by nominated Engineer In-charge. The value of all work done in accordance with the Contract, and the amount which is finally due, and For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill</p>

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		<p>for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.</p> <p>The contractor shall submit the check sheets, Service Sheets etc duly signed by the Engineer-In-charge's representative for work done.</p> <p>If any activities are not carried out as per the schedule of work, the proportionate amount will be deducted from the bill. If the work carried out through other agency under the intimation to contractor and the charges incurred on it will be deducted from the contractor's bill. In addition the applicable penalty will be levied as per Special Condition of Contract.</p>
5.6	Sub Clause 11.15	<p><b>TAX DEDUCTION AT SOURCE</b></p> <p>Tax deduction at source from each on-account progress bill shall be made by employer as per the provisions of the statutes/acts of statutory bodies/local authorities etc.</p>
5.7	Sub Clause 12.6	<p><b>PAYMENT IN APPLICABLE CURRENCIES</b></p> <p>Payment shall be done in INR only.</p>
6.1	Sub Clause 14.1	<p><b>INDEMNITY</b></p> <p>Contractor shall submit the indemnity bond such that the contractor's staff shall not claim any type of payment, employment etc. with employer. After completion of contract the contractor shall withdraw all of his staff from the site without any claim.</p>
6.2	Sub Clause 14.2	<p><b>USE AND CARE OF SITE</b></p> <p>The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the Engineer-In-charge. All surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.</p>
7.1	Sub Clause 15.3	<p><b>THIRD PARTY INSURANCE</b></p> <p>The Contractor shall insure against liability to third parties in the joint names of the Employer, the Contractor for any loss, damage, death or bodily injury which may occur to any physical property (except things insured otherwise) or to any person (except persons insured by the employer, staff of other contractors working in the premises, contractor staff under Sub-Clause 7.2), which may arise out of the performance of the Contract. The insurance shall be at least for the amount Rs. 7.5 Lakhs for each incident with number of incident unlimited.</p>

**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

7.2	Sub Clause 15.4	<p><b>INSURANCE (IN PLACE OF GCC CLAUSE 15) INSURANCE FOR WORKERS</b></p> <p>All of the contractor staff shall have to be covered under ESI. The contractor shall take insurance policy as specified in the workmen's compensation act for the contractor's staffs those are not covered by the ESI.</p> <p>Insurance cover for contractor's all risk shall be full value of contract price.</p>
8	Additional	<p><b>GENERAL CONDITIONS OF CONTRACT</b></p> <p><b>a.</b> This contract will be governed by NMRC's General Conditions of Contract and Special Conditions of Contract. The later will have priority over the earlier one in case of any ambiguity in any of the clause.</p> <p><b>b.</b> All conditions mentioned in the General Conditions of Contract (GCC) will be applicable in addition to above.</p>
9	Additional	<p><b>SUBMISSION BY CONTRACTOR ALONG WITH QUARTERLY BILL</b></p> <p><b>a. Labour Law Registers:</b> Maintain registers under various labour laws rules 2017 i.e. employee Register (Form-A), Wage Register (Form-B), Register of Loan/ Recoveries (Form- C), Attendance Register (Form-D) etc. And show all these registers to Engineer Incharge.</p> <p><b>b.</b> Proof of Compliance of provision of EPF: EPF should be ensured on all workers, for this separate Electronic-Challan-Cum-Receipt (ECR) for this contract shall be furnished by contractor along with challan.</p> <p><b>c.</b> Proof of Compliance of provision of ESI &amp; Workmen compensation act etc.: ESI should be ensured on all workers, for this Electronic-Challan-Cum-Receipt (ECR) shall be furnished by contractor along with challan for this contract. Copy of the ESI card of all workers shall be submitted within time by Contractor.</p> <p><b>d.</b> Proof of Compliance of Minimum wages act: Compliance of minimum wages is of prime importance, for this muster roll to be maintained as per actual available manpower on each day. Accordingly wage register to be maintained after considering the latest minimum wages of each category of staff. The wages of every person employed against the contract shall be paid before expiry of the 7th (Seventh) day of the wage period. For this muster roll, wage register &amp; proof of payment of wages shall be submitted along with each quarterly bill.</p> <p><b>e.</b> Proof of Compliance of provision of insurance policies as per SCC clause 7.1 &amp; 7.2.</p> <p><b>f.</b> Certificates by contractor for compliance of labour laws on desired format</p> <p><b>g.</b> Monthly Summary of work done.</p>



**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

		<p>h. Month wise work/activities verified by building authority.</p> <p>i. Material consumption detail.</p> <p>j. GST declaration on desired format of NMRC.</p> <p>k. Other documents as desired by NMRC time to time.</p> <p>Note: All the above documents to be submitted on the formats as desired by NMRC. Formats may be changed any time on the discretion of NMRC to suit the requirement.</p>
10.1	Additional	<p><b>MATERIALS</b></p> <p>The contractor shall use the materials, consumables as specified in the technical specification and scope of work. The Contractor has to arrange all materials, consumables required for the work. Supply of material by the contractor will be checked and verified by the NMRC representative for quality and quantity. The total quantity used during the month will also be verified by the NMRC representative. The contractor shall be responsible for the custody of the material to be used during operations.</p>
10.2	Additional	<p><b>PHOTO IDENTITY CARDS</b></p> <p>A photo I card signed by contractor and authorized signatory of NMRC shall be provided to all deputed staff and contractor representatives.</p>
10.3	Additional	<p><b>ENTRY EXIT PASS</b></p> <p>The Engineer-In-charge shall provide the photo entry exit pass to the staff deputed after submittal of antecedent check, police verification, contractor's photo identity card and indemnity bond by the contractor.</p> <p>Centralised cell of NMRC shall provide the photo entry/exit pass to the outsourced/contractor staff deputed for contract work in NMRC premises. Hence Contractors are requested to submit the C &amp; A verification form of all staff engaged in NMRC immediately after issue of the 'NOA', to the office of NMRC.</p> <p>Verification and for the purpose of issue of entry exit pass from NMRC before start of work.</p>
10.4	Additional	<p><b>COMMUNICATION FACILITIES TO STAFF</b></p> <p>The contractor shall provide the mobile phone communication facilities to supervisor and staff deputed at site, The mobile number shall be provided to Engineer-In-charge.</p>

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10.5	Additional	<b>WORK TIMINGS</b> Based on actual need, contractor may need to work in one or more shifts and payments shall be made accordingly. The shift timings may be different for different buildings/ Premises. Similarly different buildings may work in one or more shifts.
11	Additional	<b>EVALUATION SYSTEM FOR PERFORMANCE OF CONTRACTOR AS PER CHECKSHEET GIVEN:</b>

**CHECK SHEET FOR EVALUATION OF PERFORMANCE OF CONTRACTOR:  
MONTH/ YEAR**

S.N.	Parameters	Conditions	Max. Marks	Penalty clause(Marks awarded to Contract)	Maximum Obtained
1.	ESI & EPF facility	Details submission of ESI & EPF (Employer & Employee ) contribution of each Employee	10	Note: 1 mark to be deducted for each 10% Non-compliance of ESI & EPF facility.	
2.	Quality of work	Effective and Qualitative work.	10	Note: 1 mark to be Deducted for each instance of non-compliance.	
3.	Response of Official correspondence	Time bound Response of official correspondence at all occasions (Within 7 working days )	10	Note: 1 mark to be deducted for delay of each working day.	
4.	Provide first aid facilities to staff	First Aid Box to be provided and maintained at site.	10	Note: 1 mark to be deducted for any shortage during each inspection.	

**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

**Overall performance shall be judged on the marks obtained by contractor**

**Note:**

**A. Minimum 06 marks have to be obtained in all above activities in every check**

S.N.	Marks Obtained	Overall Performance clause
1	<b>Upto 50 %</b> - On three consecutive checks	<b>Poor</b> – Engineer in-charge to issue warning letter to the contractor at the <b>end of first check</b> for improvement. If, no improvement for next two checks then Engineer in-charge shall issue “ <b>contract termination notice</b> ” and prepare for new contract.
2	<b>Above 50% and up to 80%</b> -On three consecutive checks	<b>Good</b> - Engineer in-charge to issue warning to contractor to improve. Three successive warnings will be considered as poor performance of contractor and action as per overall performance clause (S. No. 1) shall be taken.
3	<b>Above 80% -</b> 80% of contract period	<b>Very Good</b> - Contractor is recommended to continue to work for next one year.

## **6. Section 6: Employer's requirement**

### **6.1 Objective**

- a) The objective of the contract is the "Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot". The whole work is to be completed within **six months** from the date of award of 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.

### **6.2 Brief Scope of work**

- a) Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot for two year shall be of 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. The whole work is to be completed within **six months** from the date of award of the contract. Failing to do so liquidated damages as mentioned in clause 8.5 of GCC will be recovered from the contractor's bills.
- b) Contractor will have to develop strong service network and should have well qualified trained battery installation team for installation, testing and commissioning of batteries.
- c) The battery installation team should be well equipped with requisite tools and testing instruments to install and check the functionality & performance of the system.
- d) The warranty period of the battery bank should be of two years.
- e) The Make of the battery bank should be HBL, Exide, Amaron, Amara Raja. Any material which is of inferior quality and make are liable to be rejected out rightly without any prejudice. Decision of NMRC Engineer shall be final and binding in this regard.
- f) The location of service centre & store would be well notified by the contractor to NMRC and authorized representative of NMRC will have full authority to inspect service centre and the store for inspection of availability of required spares, consumables, tools and testing instruments. The testing instruments and measuring instruments should be calibrated.
- g) Contractor will have to maintain sufficient stock of all type of spares and consumables in stock to ensure smooth execution of work and work should not be hampered due to unavailability of materials.
- h) The work has to be carried out at night in non-revenue hours only. Work will only be executed during night hours including holidays with prior shutdown of the system and nothing extra will be paid for this.
- i) Any damage/breakage to the NMRC properties during the execution of works will be at the risk & cost of the contractor and in this regard, decisions of NMRC will be final & biding regarding amount of damage/breakage etc. the amount will be deducted from Contractor's bills.
- j) Payment shall be made by NMRC after completion of work. No advance payment shall be made against this contract.

**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

- k) The Contractor shall have to deploy work force/team at as per requirement and nature of job.
- l) The tenderer may visit the sites before submitting the offer.
- m) Also, to ensure that original spare parts are used following course of actions will be ensured:
  - o The invoice of spare parts from OEM or its authorized dealer is required to be submitted by the contractor before replacement.
  - o Engineer representative at site shall check the spare parts and related documents.

### **6.3 Procedure of Installing the battery-**

**1. Floor Anchoring:-** Mounting channel grouted to the floor with the help of the extension bolts.

**2. Module Stacking:-** Lift the module slowly and place it on the mounting frame. Properly align the module mounting holes and insert bolts and washers.

#### **➤ Initial Treatment**

##### **Precautions to be taken:-**

1. Use safety wear such as gloves, shoes and eye protectors.
2. Always work with the battery ungrounded.
3. Ensure the charger is turned off before making or breaking electrical connections between the battery and the load.
4. Ensure that all connections are firmly tightened before the charger is switched on.
5. Connect battery positive terminal to charger positive terminal and battery negative terminal to charger negative terminal.

- **Preparing electrical contacting surfaces**

Electrical contacting surfaces shall be free from dust, remove the hardware and clean off terminal surfaces with brass wire brush followed by dry cotton cloth to ensure lowest electrical contact resistance.

- **Inter cell/ Inter module connection**

Assemble lead plated inter cell connectors/flexible copper cable in a module.

- **Inter stack connections**

Assemble lead plated inter cell connectors/flexible copper cables between cell belonging to different stacks.

- **Connection integrity**

After connecting all the cells, check the open circuit voltage (OCV) of the system. Total system OCV should be equal to the sum of all the individual cell OCV's.

### **6.4 Technical Specifications**

- Nominal voltage of battery should be 2V and its nominal capacity (Ampere hours – 250 Ah) should be declared/ rated at 10 hour discharge rate (C10). These batteries conform to the standards IEC 60896- 21 & 22 and IS 15549. Charging current must be carried out at constant potential with current limited to 0.2 C AMP MAX.

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Description	Float Application
<b>Float Charge voltage</b>	<b>2.23 V/cell</b>
<b>Boost Charge voltage</b>	<b>2.35 V/cell</b>
<b>Lower Cell Voltage cut-off</b>	<b>Shall be set @ 1.75 V/cell</b>
<b>Higher voltage cut-off</b>	<b>Shall be set @ 2.35 V/cell</b>

**Terms and Condition:**

S. No.	Description
1	Tenders are called from the electrical contractor complying with eligibility criteria of work experience.
2	Material shall be ISI marked and out of make as specified in the list of preferred makes for which decision of NMRC shall be final and binding.
3	Quoted rates shall be valid for 180 days from the date of submission of price bid for process of tender document & issue NOA from NMRC.
4	Time period of completion shall be 2 years from the date of award of contract. The work shall be carried out as per direction of NMRC for the items as and when required during contract period of two years.
5	If any electrical work required by NMRC during the currency of contract and item is not available in the contract the same shall be executed as per direction of NMRC and the payment shall be made in the contract as an extra item and the rates shall be work out in priority as below and the same shall be acceptable and binding to contractor. However the amount of extra items shall not be exceeded 25% of the total contract value. <ul style="list-style-type: none"> <li>a. AS per CPWD DSR 2018 if the item is available in CPWD 2018/latest.</li> <li>b. AS per UPPWD DSR 2016 if the item is available in UPPWD DSR 2016/latest.</li> <li>c. AS per current market rates analysis approved by NMRC.</li> </ul>
6	Payment shall be made as per actual work done.

## **7. Section 7: Draft Contract Agreement**

THIS AGREEMENT made on the .....day of ..... 2024 at Noida, District Gautam Buddha Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Buddha Nagar, Uttar Pradesh, India** represented by **Shri/Smt.....(Name),.....( Designation),** of the company, by virtue of his designation and authorization by **Shri/Smt. ...., 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. Amendment/ Modification, if any
- (iv) Notice of Award ( ..... ) issued by NMRC
- (v) Letter of Acceptance of NOA ( ..... ) given by..... to NMRC

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- (vi) Any other admitted correspondence documents between NMRC and the Bidder.
- (vii) Performance Bank Guarantee No....., amount....., date....., validity.....

**3) Duration of Contract**

The Corporation intends to appoint a Contractor to NMRC for a period of 2 (Two) years.

**4) Price Schedule**

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

- 5) The courts at District Gautam Buddha Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
- 6) In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued.
- 7) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract and NOA.

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

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

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

*Name of the official*

*Name of the official*

Stamp/Seal of the contractor  
the presence of:

Stamp/Seal of the Employer In  
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 \_\_\_\_\_



## 8. Section 8: Appendix and Forms of Tender

### 8.1 Appendix 1: Metro Alignment

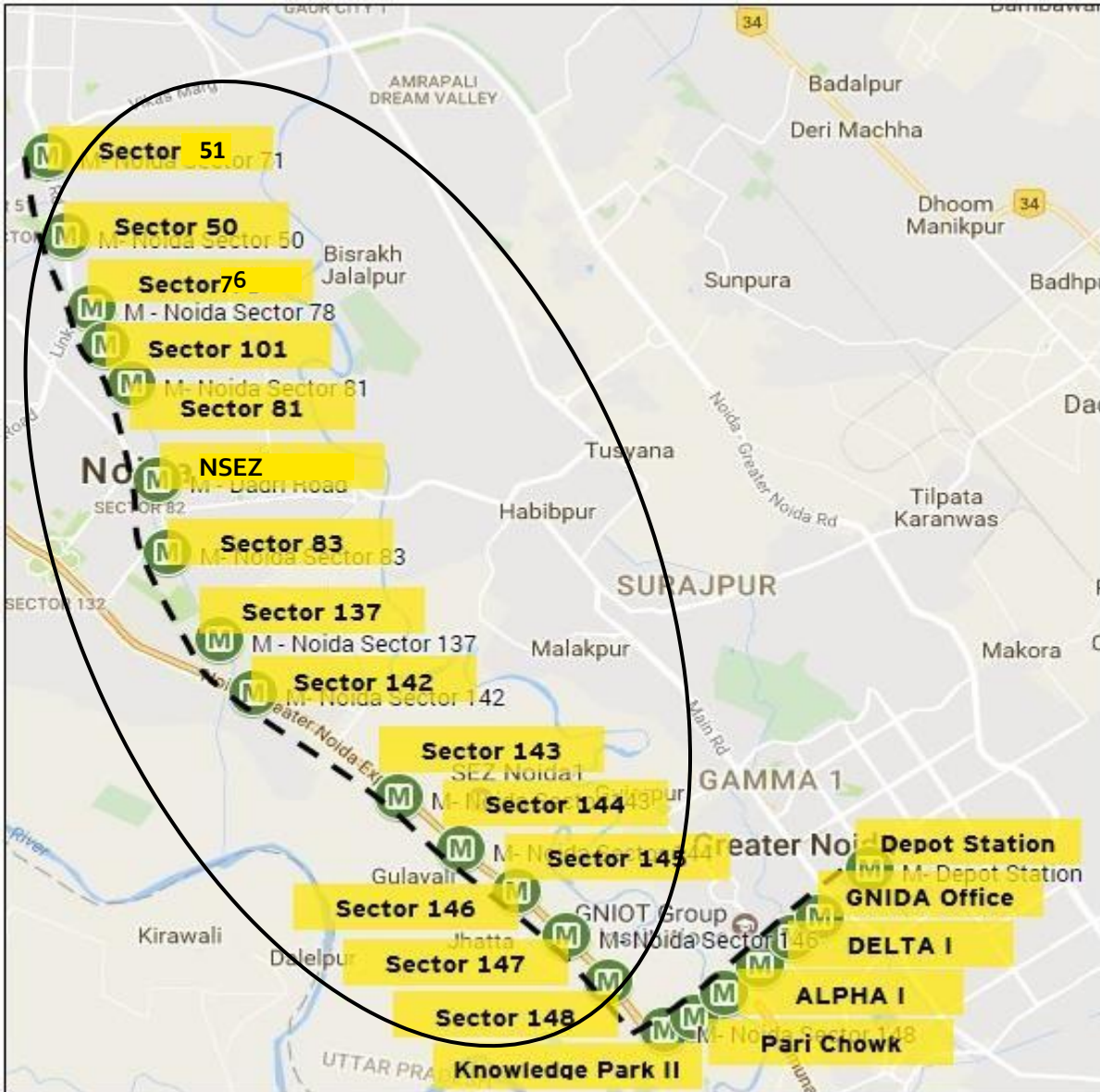


Fig: N-GN Metro Line

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

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

## **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 organisation, 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 for a five year period thereafter.

The Plan shall identify:

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

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- g) Handling, Storage, and Delivery: provide for adequate work, surveillance and inspection instructions.
- h) The Plan shall ensure that conditions adverse to quality such as failures, malfunctions, deficiencies, deviations, and defects in materials and equipment shall be promptly identified and corrected.
- i) The Plan shall provide for establishing, and maintaining an effective and positive system for controlling non-conforming material including procedures for the identification, segregation, and disposal of all non-conforming material. Dispositions for the use or repair of nonconforming materials shall require the Engineers consent.

***Plan Implementation and Verification***

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

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

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

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

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

## **8.2 Form 1: Letter of Proposal Submission**

[Location, Date]

To

AGM/Electrical,

Noida Metro Rail Corporation (NMRC) Limited

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

District Gautam Budh Nagar, Uttar Pradesh

Subject: Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot NMRC

Dear Sir,

We, the undersigned, offer to **Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot NMRC** in accordance with your RFP Document dated [ Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

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

We have filled the complete information correctly in **Form 15**.

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

**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

**8.3 Form 2: Firm Details**

1.	<p><b>Title and name of the Project:</b></p> <p>Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot NMRC.</p>
2.	<p>State the structure of the Bidder's organization (Bidders to complete/delete as appropriate)</p> <p>Sole Bidder</p>
3.	<p>For Bidders who are individual companies or firms, state the following:</p> <p>Name of Company or firm: .....</p> <p>Legal status: (e.g. incorporated private company, proprietorship, etc.) .....</p> <p>Registered address: .....</p> <p>Year of incorporation.....</p> <p>Principal place of business: .....</p> <p>Contact person: .....</p> <p>Contact person's title: .....</p> <p>Address, telephone, facsimile number and e-mail ID of contact person: ..... ..... .....</p>
4.	Employees Provident Fund No. (attach documentary proof) -
5.	Employees State Insurance Acts in India No. (attach documentary proof) -
6.	GST Registration No. (attach documentary proof) -
7.	PAN (attach documentary proof) -

### **8.4 Form 3: Eligibility 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: \_\_\_\_\_

<b>S.No.</b>	<b>ELIGIBILITY CRITERIA</b>		<b>(To be filled by the Bidder)</b>
1	Sole proprietorship, registered partnership firm, llp, public limited company or private limited company can submit the Bid. The firms and the companies should be registered in India.	Yes/ No	
2	<p>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</p> <p><b>I. One similar completed work costing not less than the amount equal to Rs. 18.50 lakh (Rupees Eighteen Lakh Fifty Thousand only) or</b></p> <p><b>II. Two similar completed works each costing not less than the amount equal to Rs. 11.56 lakh (Rupees Eleven Lakh Fifty Six Thousand only) or</b></p> <p><b>III. Three similar completed works each costing not less than the amount equal to Rs. 9.25 lakh (Rupees Nine Lakh Twenty Five Thousand only)</b></p>	7 Years	

**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

<b>S.No.</b>	<b>ELIGIBILITY CRITERIA</b>	<b>(To be filled by the bidder)</b>								
3	<p>The Bidder should have in the last 3 (three) Financial Years preceding the Bid Due Date -</p> <p><b>i. The Bidder should have minimum average annual turnover of Rs. 23,12,400 (Rupees Twenty Three Lakh Twelve Thousand Four Hundred only) in the last 3 (three) Financial Years (2021-22, 2022-23, 2023-24)</b></p>	<table border="1"> <tr> <td data-bbox="703 360 874 421">FY 2021-22</td> <td data-bbox="874 360 1023 421"></td> </tr> <tr> <td data-bbox="703 421 874 481">FY 2022-23</td> <td data-bbox="874 421 1023 481"></td> </tr> <tr> <td data-bbox="703 481 874 542">FY 2023-24</td> <td data-bbox="874 481 1023 542"></td> </tr> <tr> <td data-bbox="703 542 874 685">Average Annual Turnover</td> <td data-bbox="874 542 1023 685"></td> </tr> </table>	FY 2021-22		FY 2022-23		FY 2023-24		Average Annual Turnover	
FY 2021-22										
FY 2022-23										
FY 2023-24										
Average Annual Turnover										
4.	<p>Profit Before Tax (PBT) during any of the financial year should be positive during immediately preceding 3 financial years.</p>	<table border="1"> <tr> <td data-bbox="703 846 874 929">FY 2021-22</td> <td data-bbox="874 846 1023 929"></td> </tr> <tr> <td data-bbox="703 929 874 1012">FY 2022-23</td> <td data-bbox="874 929 1023 1012"></td> </tr> <tr> <td data-bbox="703 1012 874 1095">FY 2023-24</td> <td data-bbox="874 1012 1023 1095"></td> </tr> </table>	FY 2021-22		FY 2022-23		FY 2023-24			
FY 2021-22										
FY 2022-23										
FY 2023-24										
5	<p>The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfilment of Contractual obligation in last 5 (five) financial years.</p>									



## 8.5 Form 4: Work Experience

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

SN	Similar Contract description	Contract Identification Number	Award date & Completion date	Employer's Name, address, telephone number, e- mail etc	Completion cost	Value of similar work in completed work
1						
2						
3						
4						
Add required number of rows if required						

*Authorized*

*signatory Name:*

**Date:**

**Name of the Bidder with seal**

**NOTE:**

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence
2. The tenderer shall upload details of work executed by them in the prescribed format for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof will not be evaluated.
3. Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.
4. For completed works, value of work done shall be updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
5. If the above work(s) comprise(s) other works also, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.

## 8.6 Form 5: Financial Capability Details

Bidder should submit their financial details as per the following:

This is to certify that the Average Annual Turnover & Profit Before Tax of M/s.....

.....  
 having registered office at .....

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

### 1. Average Annual Turnover

S.No.	Financial year	Name of the Bidder	Turnover(INR)
1.	FY 2021-22		
2.	FY 2022-23		
3.	FY 2023-24		
	Average Annual Turnover		

### 2. Profit before tax

S.No.	Financial year	Name of the Bidder	Profit before tax(INR)
1.	FY 2021-22		
2.	FY 2022-23		
3.	FY 2023-24		

### ***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 2021-22, FY 2022-23 and FY 2023-24 is correct.

Signature and Seal of

Chartered Accountants/Statutory Auditors  
 (with membership no.)

**UDIN No. -**

*Authorised Signatory*

**(Name & Designation of Authorised Signatory)**

**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

*In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/chartered accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 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. along with UDIN.
3. The Bidder shall provide the audited annual financial statements as required.

## **8.7 Form 6: Memorandum**

**Name of Work: Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot NMRC**

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

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

---

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

## **8.8 Form 7: Undertaking**

I confirm that We (Tenderer), \_\_\_\_\_

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

*Authorized signatory Name:*

**Date:**

**Name of the Bidder with seal**

## **8.9 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 **Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot NMRC** 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

**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

.....  
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 executants 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).

## **8.10 Form 9: Saleable Form for Tender Document**

### **DETAILS OF BID DOCUMENT / TENDER PROCESSING FEE**

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 tender documents.

### **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 tender documents. If the copy of UTR receipt is not submitted with the Technical Package of tender documents, bid shall be rejected.

BIDDER





## **8.12 Form 11: Undertaking pertaining to Personnel**

- We confirm to deploy personnel required to achieve progress of work as per approved construction of work program and conditions mentioned in the tender document.
- 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*

### 8.13 Form 12: Proposed Personnel

Affix self-attested photograph

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 authorised person:*

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

### 8.14 Form 13: Obligation/ Compliance to be ensured by Contractor

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

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

S.N	Description	Reference Clause	Requirement
i	Latest “date for commencement” of the Works	Clause 8.1 of the GCC	Date given in NOA or Employer’s Notice to Proceed
ii	Liquidated Damages	Clause 8.5 of the GCC	(i) 0.015% of contract price per day of delay in completion of whole work. (ii) Total maximum limit of LD including sums payable by the employer to designated contractors is 15% as mentioned in GCC.
iii	Insurance for workers/ employees	Clause 15.4 of the GCC	All of the contractor’s employees shall have to be covered under ESI and ECA as per Special conditions of contract.

**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

iv	Insurance cover for Contractor's All Risk and other requirements as specified in the GCC	Clause 15 of the GCC	<b>100%</b> of the Total Contract Price.
v	Amount of Third Party Insurance	Clause 15.3 of the GCC	INR 0.75 Million for any one incident, with no. of incidents unlimited.
vi	Period in which all insurances have to be effected	Clause 15.5 of the GCC	Within 1 week from the "date of commencement"

Signature of authorized signatory of Tenderer

**8.15 Form 14: Performa for Clarifications / Amendments on the RFP**

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

*Authorized*

*signatory Name:*

**Date:**

**Name of the Bidder with seal**

## **8.16 Form 15: Bid Offer/ BOQ**

To

ED, NMRC

Noida Metro Rail Corporation (NMRC) Limited  
Block-III, 3<sup>rd</sup> Floor, Ganga Shopping Complex  
Noida -201301,

District Gautam Buddha Nagar, Uttar Pradesh

**Sub: Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot NMRC**

Dear Sir,

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

*I/we hereby quote for the Total Price for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot NMRC.*

**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

**BOQ**

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

**Name of Work- Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot NMRC**

**Contract No : NMRC/E&M/UPS Battery/2024/\*\***

<b>NOIDA METRO RAIL CORPORATION LTD.</b>						
<b>S.No</b>	<b>Item Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Estimated Cost per unit(Rs.)</b>	<b>GST (%)</b>	<b>Amount including GST (Rs.)</b>
1	Supply of 400V 250 AH, VRLA Gel Type/Tubular Gel type/AGM Type Battery Bank (1 Set contains 200 Cells of 2V each) along with standard accessories and module based Rack. Preferred Make: HBL, Exide, Amaron, Amara Raja,	Set	2	8,62,500	28	22,08,000
2	Installation, testing and Commissioning of the above battery bank including all accessories	Job	2	90,000	18	2,12,400
3	Loading, Unloading and Freight charge	Job	2	50,000	28	1,28,000
4	Dismantling and Buy Back of 400V,250 Ah VRLA Battery Bank of 200 cells (Make: HBL)	Set	2	1,00,000	18	2,36,000
<b>Total cost (Rs.) = S.No. (01+02+03-04)</b>						<b>23,12,400</b>

<b>S.no</b>	<b>Description</b>	<b>Total Amount in Rs.</b>	<b>Amount in words</b>
1	Estimated value of Total work	23,12,400	Rupees Twenty Three Lakh Twelve Thousand Four Hundred only

<b>S.N</b>	<b>Quoted Amount (Rs.)</b>	
1	<b>In words</b>	



**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

	<b>In Figures</b>	
<b>2</b>	<b>Rebate in % (percentage) if any</b>	
	<b>In words</b>	
	<b>In Figures</b>	

**Please Note:**

1. It will be deemed to include all Taxes including GST, Duties, Octroi, Royalty etc, cost of all tools, plants, labour, supervision, materials, transport, contractor's profit and establishment/overheads, together all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contracts.
2. The quantity of work may vary as per site requirement during contract period.
3. The payment will be made on actual basis for the work executed.
4. The Contractor may raise their 'On Account'' payments on completion of work as per the status of work.
5. The Financial Bid submitted is unconditional and fulfills all the requirements of the Tender Document.
6. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document.
7. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

\_\_\_\_\_

\_\_\_\_\_

Signature and Name of the Authorized Person

\_\_\_\_\_

NAME OF THE BIDDER AND SEAL

**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

**8.17 Form 16: 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 and email id.	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 24 months with effect from the first day of the month of tender submission  (B)
Total							

**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

<b>S.No.</b>	<b>Financial year</b>	<b>Maximum Value of the Work done out of the works done during each of the last three financial years as per audited financial statements.</b>
<b>1</b>	FY 2023-24	
<b>2</b>	FY 2022-23	
<b>3</b>	FY 2021-22	

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

A = Rs. ....

N = .....years

B = Rs. ....

Assessed available bid capacity =  $2*A*N - B$  = .....

**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

**Authorised Signatory**

**(Name & Designation of Authorised 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 with UDIN and membership no.
2. Value of existing commitments for on-going works during period of 24 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 and along with UDIN and supporting documents. Without supporting documents, Bid capacity criteria can't be considered.

### **8.18 Form 17: 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.*

<b>S.No.</b>	<b>Particulars</b>	<b>Attached Yes/No/Not Applicable</b>	<b>Page no. (Mandatory)</b>
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form 3: Eligibility 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: Saleable Form for Tender Document		
12	Form 10: Declaration of Refund of Earnest Money		
13	Form 11: Undertaking pertaining to Personnel		
14	Form 12: Proposed Personnel		
15	Form 13: Obligation/ Compliance to be ensured by Contractor		
16	Form 14: Performa for Clarifications / Amendments on the RFP		
17	Form 15: Bid offer/ BOQ		
18	Form 16: Bid Capacity Information		
19	Statutory proof of existence as the legal entity		
20	PAN certificate as per legal entity		

**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

21	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (Three) financial years ending on 31 <sup>st</sup> March 2024.		
22	Self-attested copy of ITR of last 3 Financial years (2021-22 , 2022-2023 and 2023-24).		
23	Self-attested copy of GST registration certificate, EPF, ESI and Valid Electrical Contractor License		
24	Articles of Association and Memorandum of Association (if applicable)		
25	Any other document asked by the Employer if submitted, specify the documents  Or  Any other document which the Tenderer considers relevant		

## **8.19 FORM 18: PERFORMANCE SECURITY (GUARANTEE) BY BANK**

1. This deed of Guarantee made this day of ..... (Month & year) between Bank of Undersigned..... (Herein after called the "Bank") of the one part, and Noida Metro Rail Corporation Limited (Hereinafter called "the Employer") of the other part.
  
2. Whereas Noida Metro Rail Corporation Limited has awarded the contract for **"Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buyback of Existing Battery Bank at Admin Building of RS Depot NMRC"**  
  
AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of **Rs.**.....
  
3. Now, we the Undersigned ..... being fully authorized to sign and to incur obligations for and on behalf of and in the name of ....., hereby declare that the said Bank will guarantee the Employer the full amount of **Rs.** .....as stated above.
  
4. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately/same day on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s/ Arbitral Tribunal relating thereto and the liability under this guarantee shall be absolute and unequivocal.
  
5. The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of DLP as stated in RFP clause Section 4: Performance Bank Guarantee / Security Deposit.
  
6. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
  
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

**RFP for Supply, Installation, Testing and Commissioning of 400 V 250 Ah VRLA Battery Bank with Buy Back of Existing Battery Bank at Admin Building of RS Depot NMRC**

8. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions "the Employer", "the Bank" and "the Contractor" herein before used shall include their respective successors and assigns.
11. Notwithstanding anything contained herein:
  - a. Our liability under this Bank Guarantee shall not exceed Rs. 2,31,240/- (Rupees Two Lakh Thirty One Thousand Two Hundred and Forty only)
  - b. The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of DLP as stated in RFP clause Section 4: Performance Bank Guarantee / Security Deposit.

In witness where of I/We of the bank have signed and sealed this Guarantee on the.....day of.....202... being herewith duly authorized.

For and on behalf of the.....Bank.

Signature of Authorized Bank officials.

Name :

Designation :

Stamp/Seal of the Bank : .....

Signed, sealed and delivered for and on behalf of the Bank by the above named..... in the presence of:

Witness1.

Signature.....

Name.....

Address.....

Witness2.

Signature.....

Name.....

Address.....

**Note:**

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
2. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India (Delhi NCR, Noida or Greater Noida), acceptable to Employer.