

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

## **REQUEST FOR PROPOSAL (RFP) Tender Document**

**For Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida  
Corridor**

**Tender No. : NMRC/CIVIL/EPOXY FLOOR/119/2020**

**May2020**

**Issued by:**

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

## **Disclaimer**

This Request for Proposal (RFP) Document (or “Tender” or “Bid”) for “Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor” contains brief information about the scope of work and selection process for the Bidder (“the Contractor” or “the Tenderer”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

## **Glossary**

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

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

**Data Sheet**

1	Name of the Bid	E-Tender for Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor
2	Approximate Cost of Work	INR 80.12 Lakh (including GST)
3	Time-period of contract	03 Months
4	Method of selection	Cost Based Selection (Lowest –L1)
5	Bid Processing Fee	INR 5900/- (including GST) (Rupees Five Thousand Nine Hundred only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Ernest Money Deposit (EMD)	INR 1,00,000/- (Rupees One Lakh only)
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Corporation's official for addressing queries and clarifications	GM (Technical) Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: <a href="mailto:nmrcnoida@gmail.com">nmrcnoida@gmail.com</a> Website: <a href="http://www.nmrcnoida.com">www.nmrcnoida.com</a> , <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	<b>Schedule of Bidding Process</b>	
	Head	Key Dates
	Uploading of Bid document	03/07/2020
	Pre-bid Meeting	17/07/2020
	Last date of receipt of Pre-Bid Queries	20/07/2020
	Last date of issuing amendment, if any	24/07/2020
	Last Date of Bid Submission	31/07/2020 (Till 1500 Hrs)
	Date of Technical Bid Opening	31/07/2020 (1530 Hrs)
13	Consortium to be allowed	No
14	Account details	<b>For Bid Processing Fee &amp; EMD</b> State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 <b>A/c No. 37707840592</b> <b>Noida Metro Rail Corporation Ltd.</b>

## Content

Disclaimer.....	2
Glossary .....	3
Data Sheet .....	4
1. <b>Section 1: General Information</b> .....	6
1.1. Background.....	6
1.2. About Noida – Greater Noida Depot .....	6
1.3. Communication .....	6
2. <b>Section 2: Terms of Reference</b> .....	7
2.1. Scope of Works.....	7
2.2. <a href="#">Land</a> .....	7
3. <b>Section 3: Instructions to Bidders</b> .....	9
3.1. General instructions .....	9
3.2. Preparation and submission of Bids.....	11
3.3. Earnest Money Deposit.....	15
3.4. Opening and Evaluation of Bids.....	16
3.5. Award of Contract.....	17
4. <b>Section 4: Qualification, Evaluation and Selection Process</b> .....	18
4.1. Eligibility Criteria.....	18
4.2. <a href="#">Bid Capacity Criteria</a> .....	21
4.3. Personnel.....	22
4.4. Compliance with Technical Specifications .....	22
4.5. Information of the Technical and Financial Proposal.....	22
4.6. Selection of Bidder.....	22
4.7. Notice of Award and Execution of Contract Agreement.....	22
4.8. Performance Bank Guarantee / Security Deposit .....	23
4.9. Contract during Proposal Evaluation .....	24
4.10. Other Instruction.....	24
4.11. Project Financial Terms .....	24
4.12. Contractor's Labour Camp .....	24
5. <b>Section 5: Special Conditions of Contract (SCC)</b> .....	27
6. <b>Section 6: Technical Specifications</b> .....	34
6.1. Specifications .....	34
6.2. Manufacturers/ Suppliers .....	34
7. <b>Section 7: Draft Contract Agreement</b> .....	35
8. <b>Section 8: Appendix and Forms of Tender</b> .....	39
8.1. <a href="#">Form 1: Letter of Proposal Submission</a> .....	39
8.2. Form 2: Firm Details .....	40
8.3. Form 3: Capability Statement.....	41
8.4. Form 4: Work Experience.....	43
8.5. Form 5: Financial Capability Details.....	44
8.6. Form 6: Memorandum.....	46
8.7. Form 7: Undertaking.....	47
8.8. Form 8: Power of Attorney.....	48
8.9. Form 9: Power of Attorney for Lead Member of Consortium.....	50
8.10. Form 10: Consortium Agreement / Memorandum of Understanding .....	52
8.11. Form 11: Salable Form for Tender Document.....	54
8.12. Form 12: Declaration of Refund of Earnest Money .....	55
8.13. Form 13: Undertaking pertaining to Personnel.....	56
8.14. Form 14: Resources proposed for the O&M - Plant & Equipment .....	57
8.15. Form 15: Proposed Personnel.....	58
8.16. Form 16: Obligation/ Compliance to be ensured by Contractor.....	59
8.17. Form 17: Proforma for Clarifications / Amendments on the RFP .....	60
8.18. Form 18: Bid Offer/ BOQ (Format) .....	61
8.19. Form 19: Bid Details .....	64

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

### **1.1. Background**

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

### **1.2. About Noida – Greater Noida Metro Depot**

The Noida – Greater Noida Metro Depot is situated in Sector 34 of Greater Noida, comprising of 22 hectares of land area. The Depot is equipped with all the latest machinery and equipment for the maintenance of Rolling Stock. The metro corridor is 29.7 km long and is known as Noida Greater Noida Metro Rail Corridor. It comprises 21 metro stations starting from Sector 51 in Noida and ends up at Depot Station in Greater Noida.

### **1.3. Communication**

All communications should be addressed to -

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

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

### **2.1. Scope of Works**

- 2.1.1. Thorough cleaning of concrete surface with grinding wherever required to remove extra mortar from the floor and to remove all the loose particles, contamination and laitance to provide strong gripping surface.
- 2.1.2. Application of primer coat on the concrete surface before application of any other material.
- 2.1.3. Application of water base PU medium resin over the primer coat for levelling of the undulation on the concrete floor surface, thickness ranging between 1 to 3 mm.
- 2.1.4. Application of two coats of water base hybrid PU epoxy two component system on levelling coat to seal the surface.
- 2.1.5. Line marking on the finished surface as per EIC.
- 2.1.6. Removal of Debris and disposal with the help of Tractor Trolley as directed by Engineer's Incharge.
- 2.1.7. Contractor shall ensure that all precautions to be taken while working in the workshop in depot.
- 2.1.8. The contractor shall ensure that all his staff shall wear proper uniform with personal protective equipment including helmet, safety shoes and illuminated jacket etc. while working.
- 2.1.9. No advances shall be paid to contractor.
- 2.1.10. The contractor will not cause any damage to the NMRC property or assets. If any such damage is caused, the contractor will have to pay the cost of such Damage & NMRC Decision in the issue will be final.
- 2.1.11. The quality of the work shall be as per the standards.
- 2.1.12. The contractor shall use standard tools & materials as specified or as per the requirement of Approved or reputed Brands as the case may be.
- 2.1.13. The contractor shall take all necessary safety measures & precautions and the contractor shall be entirely responsible for the safety & security of his men & materials.
- 2.1.14. The contractor may have to use necessary communication equipments like mobiles / WLL / Walky-talky as per requirement.
- 2.1.15. If the same item or condition features in the special conditions of the contract & General conditions of the contract, then the item or condition mentioned in the special conditions of the contract alone will be applicable.
- 2.1.16. Contractor shall provide Photo-identity cards to all his staff & supervisors.

### **2.2. Land**

- 2.2.1. The land required for the contractors office /stores will be allotted free of cost, if available, to the extent considered & justified by NMRC in the vicinity up to the completion period. However, this will not be binding on NMRC. The land or area will be maintained by the contractor.

2.2.2. After completion of the work, the contractor shall clear all land under his temporary occupation to its original shape and condition without any extra cost to NMRC and hand it over to NMRC without any encumbrances within one month of completion of the work. In the event of failure to clear the site, NMRC will get this done through another agency at contractor's cost.



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

#### **3.1. General instructions**

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

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

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

## **RFP for Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor**

document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee of as mentioned in **Data Sheet** through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Tender processing fee as mentioned in **Data Sheet** will be non-refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

### **3.1.2. Acknowledgement by Bidder**

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

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

### **3.1.3. Availability of Bid Document**

This Bid document is available on the web site <http://etender.up.nic.in> or on Noida Metro website [www.nmrcnoida.com](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.

### **3.1.4. Clarifications of e-Bid**

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

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

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

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

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

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

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

#### **3.2.2. Documents constituting the e-Bid**

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

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

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

##### **b. Financial e-Bid -**

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

**3.2.3. Documents establishing Bidder's Qualification**

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

**3.2.4. E-Bid form**

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

**3.2.5. E-Bid Currency**

Prices shall be quoted in Indian Rupees only.

**3.2.6. Formats and Signing of e-Bid**

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

**3.2.7. Deadline for submission of e-Bid**

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

**3.2.8. Submission of e-Bid**

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

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

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

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

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

**RFP for Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor**

- g. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- h. NMRC reserves the right to cancel any or all e-Bids without assigning any reason.

**3.2.9. Late e-Bid**

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

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

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

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

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

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

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

**3.2.13. Correspondence with the Bidder**

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

**3.3. Earnest Money Deposit**

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

- a. The 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.
- d. No interest will be paid by the Employer on the Earnest Money Deposit.
- e. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- f. The EMD may be forfeited:

- i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
- ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.

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

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

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

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

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

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

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

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



**RFP for Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor**

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

**3.4.5. Contacting NMRC**

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

**3.4.6. Confidentiality**

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

**3.5. Award of Contract**

**3.5.1. Award Criteria**

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

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

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

**3.5.3. Signing of contract**

At the same time as NMRC notifies the successful Bidder that its e-Bid has been accepted, the successful Bidder shall have to sign the contract agreement with relevant document as mentioned in the

***RFP for Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor***

RFP. The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

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

NMRC reserves the right to accept or reject any e-Bid, and to annul the 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, public limited company, private limited company of any of the above can submit the Bidder. The firms and the companies should be registered in India. **No Joint Venture is permitted.**
- b. The Bidder should have a minimum experience of having satisfactorily completed similar works during last 5 (five) years period ending last day of month previous to the one in any central govt/ state govt/ PSU/ NMRC or any private company 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. 64.10 Lakh** (Rupees Sixty four Lakh Ten Thousand only) or
  - ii. Two similar completed works each costing not less than the amount equal to **Rs. 40.06 Lakh** (Rupees Forty Lakh Six Thousand only) or
  - iii. Three similar completed works each costing not less than the amount equal to **Rs. 32.05 Lakh** (Rupees Thirty Two Lakh Five Thousand only)

“**Similar work**” for this contract shall be “CIVIL WORKS OF FINISHING” in any Central Govt./ State Govt./ PSU's or any Private Limited company of repute.
- c. The Bidder should have minimum **average annual turnover** of **Rs. 256.40 Lakh** (Rupees Two hundred Fifty Six Lakh Forty Thousand only) in the last 3 (three) Financial Years (**2016-2017, 2017-18, 2018-19**) preceding the Bid Due Date.
- d. T1 – Liquidity It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration. This shall be seen from the balance sheets. Net current assets from Balance Sheet of last year audited Rs. 45.78 Lacs to meet cash flow for this contract, net of applicant's commitments for other contracts.
- e. T2 – Profitability:

Profit before Tax should be positive in at least 2 (two) years, out of the last three years audited Financial years.
- f. T3 – Net Worth:

Net worth of tenderer during last audited financial year should be > 64.10 Lacs

Work-in hand from may be added in RFP & accordingly Bid Capacity criteria may be changed of RFP clause 4.2.
- g. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfilment of Contractual obligation in last 5 (five) financial years.

**The Bidder shall also furnish the following documentary proof :**

- a. For above criteria 4.1a
  - i. Statutory proof of existence as the legal entity
  - ii. PAN certificate as per legal entity
- b. For above criteria 4.1b
  - i. Form 4: Work Experience with documentary evidence as mentioned in the Form
- c. For above criteria 4.1c
  - i. Form 5: Financial Capability Details
  - ii. A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years  
In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. In that case financial statement of last two years shall be considered for evaluation.
  - iii. Self-attested copy of ITR, for the latest three financial years.
- a. For above criteria 4.1d
  - i. 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 the work as per NIT. Available bid capacity will be calculated based on the following formula:

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

Where,

A = Maximum of the value of works executed in any one year during the last five financial years (updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).

N = No. of years prescribed for completion of the work for which bid is invited

B = Value of existing commitments (as on the last day of the previous month of tender submission) for on-going works during period of 48 months w.e.f. from the first day of the month of tender submission.

**Notes:**

- Financial data for latest three financial years has to be uploaded by the tenderer in Form-5 of tender along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original.
- Value of existing commitments for on-going works during period of 36 months w.e.f. from the first day of the month of tender submission has to be uploaded by the tenderer in Form-4 of Tender. These data shall be certified by the Chartered Accountant with his stamp and signature in original.

- The tender submission of tenderers, who do not qualify the minimum eligibility criteria stipulated in the clauses 3.2.2 a & b above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in clause 3.2.3 a & b 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 RFP.

#### **4.3. Personnel**

The Tenderer shall submit -Form 13: Undertaking pertaining to Personnela staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists for this work. The submission shall include a provisional management structure and organization chart showing areas of responsibility, relative seniorities and lines of reporting. The proposed staffing plan shall be in conformity with the following:

#### **RESOURCES PROPOSED FOR THE PROJECT – PERSONNEL**

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

<b>S. No.</b>	<b>Designation of Personnel</b>	<b>Minimum Requirement</b>
1	Site Engineer	1
2	Supervisor	1

It is to be noted that:

- The contractor shall deploy resources as per the above-mentioned minimum requirement and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
- 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.
- If staff is absent or found missing from his duty, recovery @ ₹2000/- for supervisor and @ ₹3000/- for engineer per day shall be imposed on the contractor and to be recovered from the running bill of the contractor.

#### **MINIMUM ORGANISATION STRUCTURE REQUIRED**

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

<b>S. No.</b>	<b>DESIGNATION</b>	<b>QUALIFICATION</b>	<b>EXPERIENCE LEVEL</b>
1.	Site Engineer	Diploma in Civil Engineering	Total minimum experience of 03 years

2.	Supervisor	ITI	Total minimum experience of 05 years
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#### **4.4. Compliance with Technical Specifications**

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

#### **4.5. Information of the Technical and Financial Proposal**

- a. The Bidder satisfying technical and financial eligibility criteria under Clause 4.1 shall be considered as technically and financially qualified.
- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- c. The Bidder with the lowest quoted price for the RFP for Epoxy Floor Painting in Depot of Noida - Greater Noida Corridor 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. L1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover from 'Similar Works' (as per Minimum Eligibility Criteria defined in Section 4 under "Definition of Similar Work") during the last 3 years ending on the last day of the month preceding the month in which the tender has been floated. Experience certificate / work completion certificate on client's letter head is mandatory to ascertain the nature, period and value of work which shall be required to be uploaded by the bidder by the last date of tender submission. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- b. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- c. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA.
- d. No correspondence will be entertained by NMRC from the unsuccessful bidders.

#### **4.7. 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 30 (thirty) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.

- e. The Purchaser reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful tenderer. The bidder is bound to accept the increase or decrease in the tendered quantity up to 25% under this clause without any change in unit price.  
In case the variation in individual items or the group of items as stipulated above, is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the NMRC and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity. In case the contractor executes the extra quantity without written approval of the NMRC with specific instructions to execute pending the finalization of rates, the payment shall be made at contract rate only. In the event of disagreement, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items and the Engineer shall be free to get such additional quantities beyond 25% new items executed through any other agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.

#### **4.8. Performance Bank Guarantee / Security Deposit**

- a. To fulfil the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit **10% of the Contract Price** in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favor of NMRC, which may be reduced for balance years on completion of each year, within 30 days from Notice of Award. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. The Performance Guarantee should be valid for a period of 06 (six) months beyond the Defect Liability Period.
- b. It is to note that if contract value increases by more than 25% of the original contract value, the performance bank guarantee shall be increased accordingly.
- c. A Contract agreement will have to be signed by the Contractor at his cost on proper stamp paper. Without performance guarantee by Contractor, Contract agreement shall not be signed.
- d. NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
- e. Any amount which NMRC becomes liable to the Government/Third party due to any default of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.
- f. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Contractor or any person duly empowered in his behalf.
- g. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- h. Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Contractor Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement.

#### **4.9. Contract during Proposal Evaluation**

- a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time NMRC makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NMRC and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded.
- b. Any effort by a Bidder to influence NMRC in its decisions on Bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's Bid.
- c. In the event of any information furnished by the Contractor is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- d. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:  
  
GM (Technical)  
Noida Metro Rail Corporation (NMRC) Limited  
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,  
Noida -201301  
District Gautam Budh Nagar, Uttar Pradesh  
Email: nmrcnoida@gmail.com
- e. No interpretation, revision, or other communication from NMRC regarding this solicitation is valid unless in writing and signed by the competent authority from NMRC.

#### **4.10. Other Instruction**

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

#### **4.11. Project Financial Terms**

##### **4.11.1. Payment Terms**

- a. The payment for items given in Bill of Quantity/Pricing Document shall be made on the basis of actually executed quantities.
- b. The work executed against the BOQ items in would be paid on measurement basis.
- c. The Contractor may raise their 'On Account' payments on monthly basis as per the status of work on the last day of the respective month.

#### **4.12. Contractor's Labour Camp**

##### **4.12.1. Employer not to provide Quarters for Contractor's Labour**

The Employer will not provide living accommodation for the use of the Contractor or any of his staff or labour employed on the Works. Living accommodation shall not be established on any land provided to the contractor by the Employer.



#### **4.12.2. Provision of Labour Camp**

The Contractor, shall, at his own expense, make adequate arrangements for the housing, supply of drinking water and provision of bathrooms, latrines and urinals, with adequate water supply, for his staff and workmen directly or through sub-contractors employed on the Works at the location authorised by Engineer. No labour camp shall be allowed at work site or any unauthorised place. The Contractor at his own cost shall maintain all campsites in a clean and sanitary condition. The Contractor shall obey all health and sanitary rules and regulations, and carry out at his cost all health and sanitary measures that may from time to time be prescribed by the Local/Medical Authorities and permit inspection of all health and sanitary arrangements at all times by the Employer, Engineer and the staff of the local municipality or other authorities concerned. Should the Contractor fail to provide adequate health and sanitary arrangements these shall be provided by the Employer and the cost recovered from the Contractor. The Contractor shall at his own cost, provide First Aid and Medical facilities at the Labour Camp and at work sites on the advice of the Medical Authority in relation to the strength of the Contractor's staff and workmen, employed directly or through sub-contractors. The Contractor shall at his own cost, provide the following minimum requirements for fire precautions:

- Portable Fire Extinguishers
- Manual Fire Alarms
- Water Supply for use by the Fire Service.

The Contractor at his own cost shall provide necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers. He should also ensure that electrical installations are done by Trained Electricians. These installations shall be maintained and daily maintenance records must be made available for inspection of the Engineer.

#### **4.12.3. Camp Discipline**

The Contractor shall take requisite precautions, and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen, and others, employed directly or through sub-contractors. These precautions shall be for the preservation of the peace and protection of the inhabitants and security property in the neighbourhood of the Works. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site, during the tenure of the work, the expenses thereof shall be borne by the Contractor and if paid by the Employer, shall be recoverable from the Contractor. The sale of alcoholic drinks or other intoxicating drugs or beverages upon the work, in any labour camp, or in any of the buildings, encampments or tenements owned or occupied by, or within the control of, the Contractor or any of his employees directly or through subcontractors employed on the work, shall be forbidden, and the Contractor shall exercise his influence and authority to secure strict compliance with this condition. The Contractor shall also ensure that no labour or employees are permitted to work at the site in an intoxicated state or under the influence of drugs. The Contractor shall remove from his camp such labour and their families, as refuse protective inoculation and vaccination when called upon to do so by the Engineer on the advice of the Medical Authority. Should Cholera, Plague or any other infectious disease break out, the Contractor shall at his own cost burn the huts, bedding, clothes and other belongings of or used by the infected parties. The Contractor shall promptly erect new huts on healthy sites as required by the Employer, within the time specified by the Employer, failing which the work may be done by the Employer and the cost recovered from the Contractor.

#### **4.12.4. Labour Accommodation**

The Contractor shall provide living accommodation that is equal to or exceeds the minimum criteria established in the following sub-sections, needed to house his staff, workers employed directly or through sub-contractors. The buildings shall be constructed so as to have a minimum life of not less than the length of the Contract.

***RFP for Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor***

- a. The roofs shall be watertight and laid with suitable non-flammable materials permissible for residential use under local regulations and for which the consent of the Engineer has been obtained.
- b. Each hut shall have suitable ventilation. All doors, windows, and ventilators shall be provided with security leaves and fasteners. Back to back units may be avoided.
- c. The minimum height of each unit shall be 2.10m and shall have separate cooking place.
- d. Suitable no. of common toilet/bath shall be provided.

**4.12.5. Water Supply**

The Contractor shall provide an adequate supply of water for the use of labourers in the Camp. The provision shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which be of metal or masonry shall be provided. The Contractor shall also at his expense make arrangements for the provision and laying of water pipe lines from the existing mains wherever available and shall pay for all the fees and charges thereof.

**4.12.6. Drainage**

The Contractor shall provide efficient arrangements for draining away sewage water so as to keep the camp neat and tidy. Surface water shall be drained away from paths and roads and shall not be allowed to accumulate into ditches or ponds where mosquitoes can breed.

**4.12.7. Sanitation**

The Contractor shall make arrangements for conservancy and sanitation in the labour camps according to the rules and regulations of the Local Public Health and Medical Authorities. The Contractor shall provide a sewage system that is adequate for the number of residents in the camp, and which meets the requirements of the Municipality Authorities.

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

SCC Clause	Reference to GCC Sub-Clause No.	Description
1	<b>Sub-Clause 3.2</b>	<p><b>Functions of Engineer</b></p> <p>In addition to the duties mentioned in Clause 3.2 of General Conditions of Contract:</p> <ul style="list-style-type: none"> <li>(i) Shall watch and inspect the Works, monitor and examine any material to be used and workmanship employed by the Contractor in connection with the Works;</li> <li>(ii) Shall carry out such duties and exercise such powers vested in the Engineer in accordance with the provisions of the Contract;</li> <li>(iii) Shall issue instructions which in his opinion are necessary for the execution of the Works; and</li> <li>(iv) May issue any other instruction which in his opinion is desirable in connection with the Works.</li> </ul> <p>In case The Engineer is employee of any agency hired by the Employer, the Engineer shall take the approval of the Employer for all technical and financial matters otherwise he shall be deemed to have taken the approval of the Employer.</p>
2	<b>Sub-Clause 4.4</b>	<p><b>Coordination with other Contractors</b></p> <p>The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages</p>
3	<b>Sub-clause 4.5</b>	<p><b>Sub-contractors</b></p> <p>The work should not be sublet without the written approval of Engineer-in-charge.</p>
4	<b>Sub-Clause 4.10</b>	<p><b>Sufficiency of Tender</b></p> <p>The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.</p> <p>The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the items of works executed as per BOQ.</p>
5	<b>Sub-Clause 4.11</b>	<p><b>Access Route</b></p> <p>All operations for the execution of the Works shall be carried out so as not to interfere unnecessarily with the convenience of the public or the access to public or private roads or footpaths or properties owned by the Employer or by any other person.</p> <p>The Contractor shall select routes, choose and use vehicles so that movement of Contractor's Equipment, Plant and Materials from and to the Site is limited so that traffic is not delayed and damage to highways and bridges is prevented. If there is any delay or damage or injury, the cost of rectification or reconstruction of highways or bridges shall be borne by the Contractor. The Contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters</p>
6	<b>Sub-Clauses 5.3</b>	<p><b>Manufacture, Installation and Construction Methods</b></p> <p>The Contractor shall submit complete documents and information pertaining to the methods of manufacture, installation and construction which the Contractor proposes to adopt or use, (and if applicable such calculations of stresses, strains and deflections and the like that will or may arise in the Works or to the other works comprising the Project or any parts thereof during installation from the use of such methods). The Engineer will then check to see whether, if such methods are adhered to, the Works can be executed in accordance with the</p>

SCC Clause	Reference to GCC Sub-Clause No.	Description
		<p>Contract and without detriment to the Works (when completed) and to other works comprising the Project and in a manner which minimises disruption to road and pedestrian traffic.</p> <p>The Engineer shall inform the Contractor in writing within 21 days after receipt of the above information;</p> <p>(a) that the Contractor's proposed methods of manufacture, installation and construction have the consent of the Engineer; or</p> <p>(b) in what respects, in the opinion of the Engineer the Contractor's proposed methods of manufacture, installation and construction:</p> <p>(i) fail to comply with the Employer's Requirements and/or the Definitive Design and/or the Final Design;</p> <p>(ii) would be detrimental to the Works and/or to the other works comprising the Project;</p> <p>(iii) do not comply with the other requirements of the Contract;</p> <p>(c) As to the further documents or information which are required to enable the Engineer to properly assess the proposed methods of manufacture, installation and construction.</p> <p>In the event that the Engineer does not give his consent, the Contractor shall take such steps or make such changes in the said methods or supply such further documents or information as may be necessary to meet the Engineer's requirements and to obtain his consent. The Contractor shall not change the methods of manufacture, installation and construction which have received the Engineer's consent without further review and consent in writing of the Engineer.</p> <p>Notwithstanding the foregoing provisions of this Clause, or that certain of the Contractor's proposed methods of manufacture, installation and construction may be the subject of the consent of the Engineer, the Contractor shall not be relieved of any liability or obligation under the Contract.</p>
7	<b>Sub-Clauses 4.16 and 6.7</b>	<p><b>Safety Precautions</b></p> <p>The Contractor is required to make himself aware of all the requirements of the Employer's Safety, Health and Environmental Manual in this regard and comply with them. The Site Safety Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance with Sub-Clauses 4.16 and 6.7 of General Conditions of Contract.</p> <p>The Contractor shall, from time to time and as necessary or required by the Engineer, produce supplements to the Site Safety Plan such that it is at all times a detailed, comprehensive and contemporaneous statement by the Contractor of his site safety and industrial health obligations, responsibilities, policies and procedures (under the laws of India) or as stated in the Contract or elsewhere relating to work on Site. If at any time the Site Safety Plan is, in the opinion of the Engineer, insufficient or requires revision or modification to ensure the security of the Works and the safety of all workmen upon, and visitors to the Site, the Engineer may instruct the Contractor to revise the Site Safety Plan. The Contractor shall, within 14 days, submit the revised plan to the Engineer for review.</p>
8	<b>Sub-Clause</b>	<b>Protection of the Environment</b>

SCC Clause	Reference to GCC Sub-Clause No.	Description
	<b>4.17</b>	<p>The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall, so conduct his cleaning operations, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions</p> <p>(a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to construction and maintenance activities, the same shall be repaired, replanted or otherwise corrected at Contractor's expense. All work areas shall be smoothened and graded in a manner to confirm to natural appearance of the landscape as directed by the Engineer.</p> <p>(b) All trees and shrubbery, which are not specifically required to be cleared or removed for cleaning purposes, shall be preserved and shall be protected from any damage that may be caused by Contractor's cleaning operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Contractor's expenses.</p> <p>(c) The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to monitor and conduct tests to verify that the Site Environmental Plan is being properly and fully implemented</p>
9	<b>Sub-Clause 4.18</b>	<p><b>Electricity and Water</b> Electricity and water shall be arranged by the contractor on his own and at his cost.</p> <p>If available, the Employer may provide Water supply and Electricity on chargeable basis. The contractor shall make his own arrangements to tap the Electricity from the nominated and existing sockets/ points. The contractor shall tap the Electricity as per IE Rules &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>
10	<b>Sub-Clause 4.19</b>	<p><b>Employer Supplied Machinery and Materials</b> The Employer will not provide any machinery or materials under the Contract.</p>
11	<b>Sub Clause 4.27</b>	<p><b>Security of the Site</b> The Contractor shall take all measures necessary to ensure such security, including exercising control over all persons and vehicles which are employed or engaged on the Site or in connection with the Works or the other works comprising the Project and with the security arrangements applicable to any</p>

SCC Clause	Reference to GCC Sub-Clause No.	Description
		<p>other site within the Project.</p> <p>The Contractor shall arrange the issue of passes for the admission of all persons and vehicles to the Site or to any part thereof and may refuse admission to or remove from the Site any person or vehicle failing to show an appropriate pass on demand to any duly authorised person.</p> <p>If required by the Engineer, the Contractor shall submit a list identifying all persons to whom passes have been issued together with two photographs of each person and all entities to which a pass has been issued in respect of any vehicle and shall satisfy the Engineer of the bonafides of any such person or entity.</p> <p>The Contractor shall not, without the written permission of the Engineer or otherwise in accordance with the Contract, allow access to the Site to any person unless the presence on Site of such person is necessary in connection with the execution of the Works or with the discharge of the duties of any relevant authority.</p> <p>For the purposes of this Clause only, "Site" shall include off-Site places of manufacture or storage and the Contractor's Work Areas and shall include, areas provided to the Contractor by others.</p>
12	<b>Sub-Clause 5.3</b>	<p><b>Submission of Documents</b></p> <p>The Contractor shall submit drawings and documents, as required by the Contract, to the Engineer in accordance with any submittal schedule agreed with the Engineer. This submittal shall be made sufficiently before the Works are to be carried out to give the Engineer and the Employer reasonable time to examine the drawings or other documents, to prepare comments and for any changes to be accommodated by the Contractor.</p> <p>Where the consent of the Engineer is required, the Engineer shall notify the Contractor in writing of his decision either within such period as may expressly be stipulated in the Contract or otherwise within a reasonable time.</p> <p>The Operation and Maintenance Manuals and drawings submitted by the Contractor shall, if required, be updated by him during the Defects Liability Period and re-submitted for review by the Employer's Representative.</p>
13	<b>Sub-Clause 6.0</b>	<p><b>Training of Contractor's Employees / Staff / Workers</b></p> <p>Contractor shall provide a training / workshop on Safety, Health &amp; Environment (SHE) to all its workers/ employees/ sub-contractors at the time of induction as per required of condition of contract on Safety, Health and Environment. Before posting any of his workers/ staff/ employees/ sub-contractors, the contractor shall give a certificate that the said person had undergone the requisite SHE training.</p>
14	<b>Sub-Clause 6.4</b>	<p><b>Labour Laws and NMRC Labour Welfare Fund</b></p> <p>(a) The Contractor shall, if required by the Employer, deliver to the Engineer or to his office; a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor for the entire work.</p> <p>The contractor must ensure compliance of all the labour laws including obtaining labour licence and registration of workers with BOCW Board.</p>

SCC Clause	Reference to GCC Sub-Clause No.	Description
		(b) In case of death of staff, the agency is required to deposit ₹1,00,000/- in NMRC Labour welfare fund to enable NMRC to release ₹2,00,000/- for heir apparent as immediate relief to his dependent. Subsequently agency should facilitate compensation on priority. Violation of these basic provisions shall attract a penalty of 5% of contract value and repeated violations shall lead to termination of contract.
15	<b>Sub-Clause 6.6</b>	<b>Housing Facilities</b> The Contractor shall have to make his own arrangements for housing facilities for his staff.
16	<b>Sub-Clause 6.7</b>	<b>Health and Safety</b> Contractors are required to have tie-up with well equipped reputed hospitals having facilities of MRI, CT Scan, Ultrasound, Blood Bank, specialist Doctors like neurosurgeon, orthopaedic as mandatory requirement and fire station located in the neighbourhood for attending to the casualties promptly and emergency vehicle kept on standby duty during the working hours for the purpose.
17	<b>Sub Clause 7.0</b>	<b>Quality Control</b> Within 28 days of the issue of the Notice to Proceed, the Contractor shall submit to the Engineer, for his consent, his proposed Site Quality Plan based on the Outline Quality Plan and the Employer's Requirements. The quality manual should address the quality system as required by ISO 9001-1991. Any supplement to the Site Quality Plan shall be submitted at least 14 days before commencement of the relevant work.  Upon the Engineer notifying his consent to the Site Quality Plan, or any supplement thereto, the Contractor shall, adhere to the principles and procedures contained in such document, except where the Engineer gives his consent to any amended or varied version thereof. The Contractor shall cause any sub-contractors to adhere to this Plan.  The Contractor shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the Contract, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance.  The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented. No extra payment shall be made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price.
18	<b>Sub Clause 10.1</b>	<b>Defect liability period</b> The Defect liability period (DLP) shall be <b>6 months</b> from the date of issue of the latest Taking over Certificate for the whole of the works.  <b>Work by persons other than the Contractor</b> If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall, in the opinion of the Engineer, be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Engineer may authorise the carrying out of such remedial or other work by a person other than the Contractor. If the remedial or other work so authorised by the Engineer is work,

SCC Clause	Reference to GCC Sub-Clause No.	Description
		which, in the Engineer's opinion, the Contractor was liable to do under the defect liability period Contract, all expenses properly incurred in carrying out the same shall be recoverable by the Employer from the Contractor, provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.
19	<b>Sub-Clause 11.1</b>  <b>Sub-Clause 11.1.1</b>  <b>Sub-Clause 11.1.4</b>	<b>Contract Price &amp; Payment</b>  <b>In respect of All Inclusive Contract</b> The Contract Price, subject to any adjustment thereto in accordance with the contract conditions, shall be all inclusive (including all taxes, duties, royalties etc.)  <b>Change in Taxes Duty</b> (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. (i) Any new tax which is imposed on Composite Works Contractors applicable on Metro Project. (ii) Change in the rate of GST on Composite Works Contractors applicable on Metro Project as Per GST Act.  (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 the extended period of completion where such extension has been granted under sub clause 8.4.1 of GCC or it is specifically mentioned that extension is with adjustment for changes as stated above.  (c) If the extension of contract period is on account of contractor's fault under Sub-clause 8.4.3 of GCC, no compensation shall be made towards upward revision towards "change in Taxes/Duty (taking place during the said extended contract period)" as mentioned at Sl. No. (a) (i) & (ii) above, during the original contract period or extended contract period shall be on employer's account.  (d) Any other changes (except on account of clause (a) (i) & (ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause 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) & (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.  (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.
20	<b>Sub clause 11.1.3</b>	<b>Price Variation</b> This is a fixed price contract and no Price Variation is admissible in this contract.
21	<b>Sub-Clause 11.2</b>	<b>Advance</b> No Advance is admissible in this contract.
22	<b>Sub-Clause 11.6</b>	<b>Payment</b> For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract



SCC Clause	Reference to GCC Sub-Clause No.	Description
		<p>sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.</p> <p>The payment shall be made on a monthly basis for the activities carried out as per the work orders in a month. At the end of the month, the contractor shall submit necessary documents &amp; Bill in the standard format for payment.</p>
23	<b>Sub-Clause 15.0</b>	<p><b>Insurance</b></p> <p>(a) All of the contractor's employees drawing monthly wages up to ₹21,000/- or as applicable as per the enhanced limit, shall have to be covered under ESI. The Contractor shall take insurance policy as specified in the Employee's Compensation Act only for those employees who are not covered by ESI.</p> <p>(b) The contractor shall insure against liability to third parties in the joint name of the Employer and the contractor for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer, staff of other contractor working in the premises, contractor's staff under sub clause above which may arise out of the performance of the contract. The insurance shall be at least for the amount of ₹7,50,000/- for each incident.</p> <p>(c) Insurance cover for Contractor's All Risk shall be full value of Contract price.</p>
24	<b>Sub-Clause 18.1</b>	<p><b>Notices and Instructions</b></p> <p>The Contractor shall furnish to the Employer/Engineer the postal address of his office at Delhi NCR. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Contractor.</p> <p>The Contractor shall establish an office in the Delhi NCR in consultation with the in charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to in charge. In addition, the Contractor may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.</p>

## 6. Section 6: Technical Specifications

### 6.1. Specifications

- a. IS (Indian Standard) Codes and Specifications are applicable in this contract.

### 6.2. Manufacturers/ Suppliers

All materials and products shall conform to the relevant standard specification, BIS codes and other relevant codes etc. and shall be of make as approved by Engineer. The Material used for the Epoxy Flooring should adhere to the following properties:

S.No	Property		Requirement
1	Container Status		Homogeneous, no lump after mixing
2	Appearance		Normal
3	Drying Time	Track Free $\leq$	8
		Through Dry $\leq$	48
4	Hardness	Pencil (scratch) $\geq$	H
5	Adhesive/grade	$\leq$	1
6	Abrasion Resistance (750g/500r)	$\leq$	0.060
7	Impact Resistance	Grade 1	500g steel ball, 100cm height, no cracking and peeling
		Grade 2	1000g steel ball, 100cm height, no cracking and peeling
8	Slip resistance (Dry Friction Coefficient)	$\geq$	0.50
9	Water Resistance 9168h0		No, blistering and peeling, allow slight change in colour but recover in 2h
10	Chemical resistance	Oil (120# gasoline, 72h)	No blistering and peeling, aloe slight color change
		Alkali (20% NaOH, 72h)	
		Acid (10% H <sub>2</sub> SO <sub>4</sub> , 48h)	

Manufacturers shall be considered with prior approval of the Engineer, if found conforming to all standards. Such requests should be made with all documents to the Engineer at least 45 days before the material is required and any order shall be placed only after receiving the written approval of the Engineer.

## 7. Section 7: Draft Contract Agreement

THIS AGREEMENT made on the .....day of ..... 2018 at Noida, District Gautam Budh Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India** represented by .....of the company, by virtue of his designation and authorization by **Shri ....., Managing Director, NMRC** (hereinafter called as the "Employer"), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

**AND**

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

The Employer and the Contractor agree as follows:

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

### Reference:

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

**3. Duration of Contract**

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

**4. Price Schedule**

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

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

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

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

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

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

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

**Name of the official**

**Name of the official**

Stamp/Seal of the contractor

Stamp/Seal of the Employer

In the presence of:

In the presence of:

Sign of Witness 1 \_\_\_\_\_

Sign of Witness 1 \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***RFP for Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor***

Sign of Witness 2\_\_\_\_\_

Sign of Witness 2\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

### **8.1. Form 1: Letter of Proposal Submission**

[Location, Date]

To

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

#### **Subject: Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor**

Dear Sir,

We, the undersigned, offer to provide Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor 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 19**.

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

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

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

---

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

**8.2. Form 2: Firm Details**

1.	<b>Title and name of the Project:</b> Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor
2.	State the structure of the Bidder's organization (Bidders to complete/delete as appropriate)
3.	For Bidders who are individual companies or firms, state the following: Name of Company or firm: ..... Legal status: (e.g. incorporated private company, proprietorship, etc.) ..... Registered address: ..... Year of incorporation..... Principal place of business: ..... Contact person: ..... Contact person's title: ..... Address, telephone, facsimile number and e-mail ID of contact person: ..... ..... .....
4.	Employees Provident Fund No. (attach documentary proof) -
5.	Employees State Insurance Acts in IndiaNo. (attach documentary proof) -
6.	GST Registration No. (attach documentary proof) -
7.	PAN (attach documentary proof) -

### 8.3. Form 3: Capability Statement

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

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

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

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

<b>S.No.</b>	<b>ELIGIBILITY CRITERIA</b>	<b>(To be filled by the Bidder)</b>
1	Sole proprietorship, registered partnership firm, public limited company, private limited company can submit the Bidder. 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 5 (five) years period ending last day of month previous to the one in which the bids are invited should be either of the following</p> <ul style="list-style-type: none"> <li>i. One similar completed work costing not less than the amount equal to <b>Rs. 64.10 Lakh</b> (Rupees Sixty four Lakh Ten Thousand only) or</li> <li>ii. Two similar completed works each costing not less than the amount equal to <b>Rs. 40.06 Lakh</b> (Rupees Forty Lakh Six Thousand only) or</li> <li>iii. Three similar completed works each costing not less than the amount equal to <b>Rs. 32.05 Lakh</b> (Rupees Thirty two Lakh Five Thousand only)</li> </ul>	5 Years



<u>S.No.</u>	<u>ELIGIBILITY CRITERIA</u>	(To be filled by the Bidder)								
3	<div>The Bidder should have in the last 3 (three) Financial Years preceding the Bid Due Date -  i. Minimum average annual turnover of <b>Rs. 256.40 Lakh</b> (Rupees Two hundred Fifty six Lakh Forty Thousand only)</div>	<table><tr><td>FY 2016-17</td><td></td></tr><tr><td>FY 2017-18</td><td></td></tr><tr><td>FY 2018-19</td><td></td></tr><tr><td>Total</td><td></td></tr></table>	FY 2016-17		FY 2017-18		FY 2018-19		Total	
FY 2016-17										
FY 2017-18										
FY 2018-19										
Total										
4	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.									

#### **8.4. Form 4: Work Experience**

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

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

#### **Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

#### **NOTE:**

- Only the value of contract as executed by the applicant/member in his own name should be indicated. This is to be substantiated with documentary evidence.
- 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.
- 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.
- 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.
- 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.

### 8.5. Form 5: Financial Capability Details

Bidders should submit their financial details as per the following:

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

having registered office at .....

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

S.No	Financial year	Name of the Bidder	Turnover	Profitability
1.	2018-19			
2.	2017-18			
3.	2016-17			
	Average Annual Turnover (other Construction works)			

S.No	Financial Year	Name of Bidder	Net Worth	Liquidity

### 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 2016-17, 2017-18 and FY 2018-19 is correct.

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

### Authorised Signatory

(Name & Designation of Authorised Signatory)

*In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. In that case financial statement of last 2 years shall be considered for evaluation.*

**NOTE:**

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

**8.6. Form 6: Memorandum**

**Name of Work: Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor**

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

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

---

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

**8.7. 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 duringthe last 5 (five) years.
- i. Have not submitted any misleading information in the Bid.
- j. Arefinancially sound to perform the work.

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

**8.8. Form 8: Power of Attorney**

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

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

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

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

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

Signed by the within named

.....[Insert the name of the executant company]

through the hand of

Mr. ....

duly authorized by the Board to issue such Power of Attorney

Dated this ..... day of .....

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1. ....

**RFP for Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor**

(Signature)

Name .....

Designation.....

2.

.....

(Signature)

Name .....

Designation.....

Notes:

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



**8.9. DELETED**

**8.10. DELETED**

**8.11. Form 11: Saleable Form for Tender Document**

Job No. ....

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

**DETAILS OF ERNEST MONEY ATTACHED**

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

BIDDER

8.12. Form 12: Declaration of Refund of Earnest Money

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

<b>1 Bidder Name</b>	<table border="1" style="width: 100%; height: 30px;"></table> <table border="1" style="width: 100%; height: 30px;"></table> <table border="1" style="width: 100%; height: 30px;"></table>
<b>2 Bidder Address</b>	<table border="1" style="width: 100%; height: 30px;"></table> <table border="1" style="width: 100%; height: 30px;"></table> <table border="1" style="width: 100%; height: 30px;"></table>
<b>3 Bank Name</b>	<table border="1" style="width: 100%; height: 30px;"></table> <table border="1" style="width: 100%; height: 30px;"></table>
<b>4 Bank Branch</b>	<table border="1" style="width: 100%; height: 30px;"></table> <table border="1" style="width: 100%; height: 30px;"></table> <table border="1" style="width: 100%; height: 30px;"></table>
<b>5 A/c No</b>	<table border="1" style="width: 100%; height: 30px;"></table>
<b>6 IFSC Code</b>	<table border="1" style="width: 100%; height: 30px;"></table>
<b>7 PAN No.</b>	<table border="1" style="width: 100%; height: 30px;"></table>
<b>8 Tin/TAN No.</b>	<table border="1" style="width: 100%; height: 30px;"></table>
<b>9 GST No.</b>	<table border="1" style="width: 100%; height: 30px;"></table>
<b>10 Phone No.</b>	<table border="1" style="width: 100%; height: 30px;"></table>
<b>11 Mobile No.</b>	<table border="1" style="width: 100%; height: 30px;"></table>
<b>12 Email-Id</b>	<table border="1" style="width: 100%; height: 30px;"></table>
<b>13 Type of Account</b>	<table border="1" style="width: 100%; height: 30px;"></table>
 <b>For Office Use Only</b>	
<b>14 Party Unique Id</b>	<table border="1" style="width: 100%; height: 30px;"></table>

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

**Date:**

**Signature with Stamp/Seal**

**8.13. Form 13: Undertaking pertaining to Personnel**

- We confirm to deploy Project Personnel required to achieve progress of work as per approved construction of work program and conditions mentioned in the tender document.
- We confirm to deploy man power requirement of SHE Organization as required under Conditions of contract on Safety and Health for civil works of O&M wing and confirm to deploy man power over and above the minimum numbers, if the work requires.
- The contractor shall deploy resources as per the mentioned minimum requirements in the tender and also confirm to deploy manpower over and above the minimum numbers indicated, if the works requires so.
- These minimum resources are as per the requirements of various activities at different stages of works. All resources need not be mobilized simultaneously and should be mobilized as per the requirement of various stages of work or as per the instruction of Engineer in charge. The decision of Engineer shall be final and bonding.
- The performance of project personnel 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 direction of Engineer in Charge.

**Date:**

**Signature with Stamp/Seal**

**8.14. Form 14:Resources proposed for the O&M - Plant & Equipment**

1. The figures indicated below are the minimum number of equipment required.

S. No.	Maintenance Equipment	Minimum No. of Units of equipment required for the work	Maximum permissible age
1	JCB/3 <sup>rd</sup> Generation hydra	1	10 years
2	Concrete Mixer	1	10 years
3	Mini Truck/ Tempo	1	10 years
4	Welding Plant	1	10 years
5	Pneumatic Hammer	1	10 years

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

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

**Date:**

**Signature with Stamp/Seal**

8.15. Form 15: Proposed Personnel

Affix self-  
attested  
photograph

NAME : .....

FATHER'S NAME : .....

DATE OF BIRTH : .....

PERMANENT ADDRESS : .....

RESIDENTIAL ADDRESS : .....

MARITAL STATUS : .....

EDUCATIONAL QUALIFICATION : .....

TECHNICAL QUALIFICATION : .....

EXPERIENCE : .....

LANGUAGE KNOWN : .....

NATIONALITY : .....

CATEGORY : .....

DATE: .....

PLACE: .....

SIGNATURE

(To be filled by contractor)

**Attested by authorised person:**

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

**8.16. Form 16: Obligation/ Compliance to be ensured by Contractor**

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

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

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



**8.17. Form 17: Proforma 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**

**8.18. Form 18: Bid Offer/ BOQ (Format)**

To

Executive Director

Noida Metro Rail Corporation (NMRC) Limited

Block-III, 3<sup>rd</sup> Floor, Ganga Shopping Complex

Noida -201301,

District Gautam Budh Nagar, Uttar Pradesh

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

**Sub: Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor**

Dear Sir,

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

I/we hereby quote for the Total Price for Epoxy Floor Painting in Workshop in Depot of Noida - Greater Noida Corridor as specified below, payable by NMRC.

**Price Schedule**

<b>S.NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>AREA</b>	<b>RATE</b>	<b>AMOUNT</b>
1	Epoxy flooring in workshop including, and not limited to, cleaning of concrete surface with proper grinding of surface to remove the extra mortar from the floor and to remove all the loose particles, oil particles, contamination and laitance to provide strong gripping surface and to minimise wear and tear of floor and apply the P5 hybrid primer for self levelling with water base PU medium resin and two coats of water base hybrid PU epoxy and line marking on the finished surface as per EIC.				
	3MM Hybrid Epoxy flooring system with all materials tools, tackles and application charges	Sqm	7360.00	1088.64	8012390.40
Total cost including all taxes					8012390.40

**Please Note:**

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

---

Signature and Name of the Authorized Person

---

NAME OF THE BIDDER AND SEAL

**8.19. Form 19: 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: Capability Statement		
6	Form 4: Work Experience		
7	Form 5: Financial Capability Details		
8	Form 6: Memorandum		
9	Form 7: Undertaking		
10	Form 8: Power of Attorney		
11	Form 9: DELETED		
12	Form 10: DELETED		
13	Form 11: Saleable Form for Tender Document		
14	Form 12: Declaration of Refund of Earnest Money		
15	Form 13: Undertaking pertaining to Personnel		
16	Form 14: Resources proposed for the O&M - Plant & Equipment		
17	Form 15: Proposed Personnel		
18	Form 16: Obligation/ Compliance to be ensured by Contractor		
19	Form 17: Proforma for Clarifications / Amendments on the RFP		
20	Form 19: Bid Details		
21	Statutory proof of existence as the legal entity		
22	PAN certificate as per legal entity		
23	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years		
24	Self attested copy of ITR		
25	Copy of GST registration certificate, EPF, ESI		
26	Any other document asked by the Employer if submitted, specify the documents Or Any other document which the Tenderer considers relevant		