

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

**Request for Proposal (RFP)  
e-Tender No. NMRC/CS/Pract. CS Firm/127/2020**

**e-Tender Document**

**For Appointment of Practicing Company Secretary Firm (CS) for NMRC**

**August 2020**

**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”) for “Appointment of Practicing COMPANY SECRETARY FIRM for NMRC” contains brief information about the scope of work and selection process for the Bidder (“the Consultant” or “the Tenderer” or “the Agency”). 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 Limited. (“NMRC” or “the Corporation”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

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

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

## **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 “Tendered” or “Consultant”** means any entity which is a sole proprietorship firm, a partnership firm or a company, in title and assigns which is submitting its bid pursuant to RFP Documents
- e) **“Bid Due Date”** means Bid Submission end date and time given in the tender
- f) **“Earnest Money Deposit (EMD)”** means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- g) **“Performance Bank Guarantee/ Security Deposit”** means interest free amount to be deposited by the Consultant with NMRC as per terms and conditions of Contract Agreement as a security against the performance of the Contract agreement
- h) **“NMRC”** means Noida Metro Rail Corporation Limited ( or “Corporation” or “Employer”)
- i) **“Party”** means Consultant or Corporation (together they are called **“Parties”**)
- j) **“Re. or Rs. or INR”** means Indian Rupee
- k) **“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.

## NIT

1	Name of the Bid	RFP for Appointment of PRACTICING COMPANY SECRETARY FIRM for NMRC
2	Time-period of contract	1 year; Extension may be granted for 1 year
3	Method of selection	Cost Based Selection (Lowest –L1)
4	Bid Processing Fee	Rs 2,360/- (Rupees Two Thousand Three Hundred Sixty Only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited.
5	Earnest Money Deposit (EMD)	Rs. 20,000/- (Rupees Twenty Thousand Only)
6	Bid System	Two Bid System (Technical and Financial)
7	Name of the Corporation and Official	Executive Director 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:www.nmrcnoida.com
8	Bid Validity Period	180 days
9	Bid Language	English
10	Bid Currency	INR
11	Key Dates	Schedule
	Uploading of Bid Document	19/08/2020
	Pre-Bid Meeting	25/08/2020 1100 hrs (IST)
	Last Date Receipt of Pre- Bid Queries:	01/09/2020
	Last Date of Bid Submission	08/09/2020up to 1500 hrs (IST)
	Date of Technical Bid Opening	09/09/2020, 1100 hrs (IST)
12	Consortium to be allowed	No
13	Sub-contracting is allowed	No
14	Account details	<b>For Bid processing fee &amp; EMD</b> State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, UP -201301 IFSC Code: SBIN0004077 <b>A/c No. 37707840592</b> <b>Noida Metro Rail Corporation Ltd.</b>

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

### **1.1 Background**

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation 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 construction.
- d. NMRC invites E-Bids for selection of Appointment of Company Secretaries Firm for NMRC.
- e. In this regard, the Corporation invites interested Bidder/s to submit their proposals as per provisions of this Request for Proposal Document.
- f. If 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 Locations**

The metro corridor is 29.7 km long and is known as Noida Greater Noida Metro Rail Corridor. It comprises 21 metro stations starting from Noida Sector 51 in Noida and ends up at Depot Station in Greater Noida. The map is in **Error! Reference source not found.**

### **1.3 Communication**

All communications should be addressed to -

#### **Executive Director**

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  
Email: nmrcnoida@gmail.com

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

### **2.1 Tenure**

The Corporation intends to appoint a Practicing Company Secretary Firm for providing following services on a contractual basis to NMRC for a period of 1 (one) year, which may be extended for a further period of 1 (one) year on mutual agreement.

### **2.2 Scope of Work**

- I Advice on Statutory requirements under the Companies Act, 2013.
- II. Advice on various questions and interpretations of law from time to time.
- III. Assistance in preparing and vetting of Board Agenda, Committees Agenda Meeting.
- IV. Assist in necessary documentation as per the requirement of laws such as CSR Policy, refining of existing documents etc
- V. Prepare returns and records required by statute to ensure that the organization conducts its Operations in a legal and proper manner as required under Companies Act, 2013.
- VI. Submission of returns to the Registrar of Companies. Such returns may be in respect of changes in particulars required to be made in some of the Directors, or in respect of certain specific provisions of the Act or amendment of Articles of Association.
- VII Prepare the annual report of the organization in accordance with legal and constitutional requirements.
- VIII Maintenance of the following records:
  - i. Register of Members
  - ii. Register of Directors, Secretaries and Managers
  - iii. Register of Directors' shareholdings
  - iv. Other Statutory Registers, as required
  - v. Minute books of General Meetings, Directors Meetings and draft Committee Meetings
  - vi. Other Statutory books and records
- IX. To provide consultancy, opinion or advice on various matters.
- X. To ensure that the company complies with the applicable secretarial standards
- XI. To do the XBRL filing and provide MGT-8 (Compliance Certificate
- XII. Any other related function that may be assigned from time to time

The selected bidder shall also discharge duties prescribed, which includes but is not limited to:

- I. To facilitate the convening of meetings and general meetings and draft and maintain the minutes of these meetings;
- II. To represent before various regulators, and other authorities under the Act in connection with discharge of various duties under the Act;
- III. To assist the Board in the conduct of the affairs of the company;
- IV. To assist and advise the Board in ensuring good corporate governance and in complying with the corporate governance requirements and best practices; and



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

### **3.1. General instructions**

- a. A Bidder is eligible to submit only one Tender for the Project. A Bidder applying shall not be entitled to submit another Tender, as the case may be. Any Bidder, which submits or participates in more than one tender/proposal would be disqualified. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

### **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 NIT/e-Tender notice/etender document against this e-Tender. The tenderers shall have to pay cost of bid document/ eTender processing fee of as mentioned in NIT through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited in the A/c No. mentioned in NIT. 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 NIT 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 NIT through RTGS/ NEFT on addresses given in NIT. 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.

### **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 General Manager (GM)/Technical, 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 Setting Up of Charging Stations for Electric Vehicles along Noida-Greater Noida Metro 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- bid meeting shall be called on the date mentioned in NIT at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ eTendering website.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in NIT. e. However, NMRC shall not entertain any correspondence from the Bidders during the period of eBid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Section 5.1.5 of this e-Bid document under Fraud and Corrupt Practices.

### **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> and NMRC's website [www.nmrcnoida.com](http://www.nmrcnoida.com) from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, NMRC shall not be responsible for it..

c. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, NMRC, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website [www.nmrcnoida.com](http://www.nmrcnoida.com).

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

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

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

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

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

- a. Technical e-Bid- Technical e-Bid will comprise of –
  - i. Fee details - Details of Bid processing fee and prescribed EMD is available in NIT and bidder shall pay accordingly.
  - ii. Eligibility details - Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.
  - iii. Technical evaluation - Details of all documents needed for Technical evaluation as mentioned in this RFP
- b. Financial e-Bid –

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

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

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

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

### **3.2.4. E-Bid form**

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document. Financial Quote shall comprise of the License Fee of 1st year in the Bid form in figures and words.

### **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 for the digital

signature certificate (DSC) is a onetime activity. Before proceeding to register his/her DSC, the Bidder should first log on to the eBidding 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 the Bid, for which the Bidder intends to e-Bid, from "My RFP for Setting Up of Charging Stations for Electric Vehicles along Noida-Greater Noida Metro Corridor Page 12 of 65 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 Processing fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

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

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

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

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

h. NMRC reserves the right to cancel any or all e-Bids without assigning any reason.

### **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 Bid, a Bid security/ EMD as stated in NIT in form of NEFT/RTGS only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **NIT**. The copy of NEFT/RTGS receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Any 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 Corporation on the Earnest Money Deposit.
- e. The successful Bidder's 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 Bid during the period of Bid validity specified by the Bidder on the bid form: or (b) does not accept the correction of errors or (c) modifies its Bid price during the period of 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 Bid by NMRC**

- a. NMRC will open all technical 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 in all meetings). He / She shall sign a register evidencing their attendance at NMRC. In the event of the specified date Bid opening being declared a holiday for the Corporation, the bids shall be opened at the appointed time and place on the next working day.
- b. The Bidder who is participating in Bid should ensure that the RTGS/NEFT of Bid Processing Fee and EMD (as the case may be) must be submitted in the prescribed account of NMRC within the duration (strictly within opening & closing date and time of individual Bid) of the work as mentioned in Bid notice, otherwise, in any case, Bid shall be rejected.

#### **3.4.2 Opening of financial Bid**

- a. After evaluation of technical Bid, through the evaluation committee NMRC shall notify those Bidders, whose technical Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial Bids will not be opened.
- b. NMRC will simultaneously notify the Bidders, whose technical Bids were considered acceptable to the Corporation. The notification may sent by e-mail provided by Bidder.
- c. The financial 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 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 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 Bid has been accepted, the successful Bidder shall have to sign the contract agreement with relevant document as mentioned in the RFP. The agreement draft along with other related terms and conditions will be same as furnished in this Bid. Any refusal will not be allowed. The Bidder need not download and submit in hardcopies of these documents.

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

NMRC reserves the right to accept or reject any Bid, and to annul the Bid process and reject all 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. The practicing Company Secretary (CS) firm should have at least two active partners/ employees in full time practice who are qualified CS and a member of The Institute of Company Secretaries of India (ICSI).
- b. The Lead Partner/Proprietor/Individual in full time practice, under whose supervision the work will be carried out, should have continuous (without any break) experience of 10 years (post qualification) in relevant fields. The Cut-off date for ascertaining experience shall be 31<sup>st</sup>March, 2020.
- c. The Bidder should have completed in India during last 3 (three) years period ending last day of month previous to the one in which the bids are invited should be either of the following:
  - i) One order of similar nature of value not less than Rs. 6,00,000 or
  - ii) Two orders of similar nature of value not less than Rs. 4, 00,000 or
  - iii) Three orders of similar nature of value not less than Rs. 2, 00,000 each
- d. The practicing Company Secretary (CS) firm should have experience of providing similar services on a retainer ship basis for at least 05 year in the last 10 years. The cutoff dates for ascertaining experience shall be 31<sup>st</sup>March, 2020.
- e. The practicing Company Secretary (CS) firm shall have average professional receipt of INR 6 (Six)Lakhs in last 3 financial years (2016-17, 2017-18, and 2018-19).
- f. The practicing CS firm should have either its Registered Office or the functional Branch office located in Delhi/NCR.
- g. The firm should not have been blacklisted/ debarred /declared ineligible for corrupt and fraudulent practices by the Govt. of India, State Govt./ Reserve Bank of India (RBI)/ ICAI/ ICSI and should not have any disciplinary proceedings pending against the applicant firm or any of the partner with ICAI/ ICSI/ RBI in last Five (5) financial years.
- h. Net worth of tenderer during last Audited Financial Year should be >2 Lakhs
- i. Profit before tax should be positive at least 2 (Two) years out of last 3 years.

NMRC, if required, may seek clarifications from bidders during the technical evaluation.

Please Note:

- a. No consortium is allowed.
- b. In case audited annual accounts of the last financial year i.e. 2019-20 are not made available by the bidder, he has to submit an affidavit certifying that "The annual accounts

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

The Bidder shall also furnish the following:

- a. For above criteria 4.1a
  - i. Statutory proof of existence of legal entity
  - ii. Provide details as per Form 2: Firm Details
  - iii. PAN certificate as per Legal Entity
  
- b. For above criteria 4.1b
  - i. CV of the lead partner/ proprietor/ individual to demonstrate the required experience as per Form 7: Resume of Proposed Personnel
  
  - ii. For above criteria 4.1A statement as in Form 3: Work Experience with documentary proof
  
- c. For above criteria 4.1C
  - i. Form 4: Financial Capability Details
  - ii. A copy of the Annual Reports (Profit and Loss Account and Balance Sheet) for the last 3 (three) Financial Years of Bidder(2016-17, 2017-18, 2018-19)
  - iii. A copy of Last 3 valid ITR (Income Tax) i.e. For FY (2016-17, 2017-18, 2018-19)
  
- d. For above criteria 4.1f
  - i. Registration certificate of office in Delhi/ NCR/ Lease Agreement/ Electricity Bill etc. in the name of the Bidder
  
- e. For above criteria 4.1g
  - i. Form 5: Undertaking

## **4.2 Personnel**

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements as per **Form 7: Resume of Proposed Personnel:**

S.No.	Position	Number of Personnel	Minimum Experience in similar Work	Description
1	Team Leader	1	3	<ul style="list-style-type: none"> <li>• Company Secretary</li> <li>• Minimum 10 years of experience (post qualification)</li> </ul>
2	Support Consultant	1	1	<ul style="list-style-type: none"> <li>• Minimum 1 year of experience</li> <li>• Company Secretary</li> </ul>

\*The support Consultant shall be available at all times and also be present for any discussions / meetings at short notice.

The team leader should be available for all critical meetings as directed/requested by NMRC. However the requirement of persons can be increased as per the work load.

The Successful Bidder shall be allowed to replace the above key resources only in special circumstances only with prior approval of NMRC. The new replacement shall have equally or better qualification & professional capability from the outgoing resource. Moreover, loss of productivity on account of unavailability of key resources will be the responsibility of the Consultant.

## **4.3 Compliance with Technical Specifications**

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

## **4.4 Information for Purpose of Evaluation**

- a. The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.

## **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 1 year of professional fees for Appointment of Practicing Company Secretary Firm.

#### **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 the event that two or more responsive bidders have quoted the same price, which is also the lowest one rate offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid, which shall necessarily be lower than the previous bid. The revised sealed financial bid shall be submitted by the date and time as notified to the concerned bidders.
- b. In case, two or more responsive bidders again quote the matching rates in their revised Financial Bids, then the decision shall be taken by MD, NMRC and notified to the concerned Bidders.
- c. 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.
- d. 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 15 (fifteen) days from the date of issue of NOA.
- e. 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 15 (fifteen) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA.
- c. The Successful Bidder shall execute the Contract Agreement within 45 (forty five) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.



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

- a. To fulfill the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the “Consultant”) shall deposit 10% of the value of the NOA value in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favour of NMRC valid for 1 year and 6 months within 45days 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 expenses to be incurred for the making Performance Bank Guarantee (PBG) shall be borne by the Consultant.
- b. A Contract agreement will have to be signed by the Consultant at his cost on proper stamp paper. Without performance guarantee by Consultant, Contract agreement shall not be signed.
- c. Failure to submit PBG within timelines will attract rate of Interest at 15% Per Annum of the total value of PBG, subject to maximum submission of PBG within 3 months from date of NOA of 10%, otherwise the contract will be deemed to be cancelled.
- d. NMRC reserves the right for deduction of NMRC dues from Consultant’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 Consultant.
  - i. Any amount which NMRC becomes liable to the Government/Third party due to any default of the Consultant or any of his director/ employees/ representatives/ servant/ agent, etc.
  - ii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Consultant or any person duly empowered in his behalf.
  - iii. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- e. Once the amount under above Clause is debited, the Consultant 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 Consultant 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 Consultants 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:  

Executive Director  
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 Consultant, 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**

The standard payment terms subject to recoveries, if any, by way of liquidated damages will be as under-

- a. The payment shall be made on a monthly basis as per the accepted price.
- b. Though the contract amount to be approved pursuant to this tender process would be for one year, the Agency will raise monthly/quarterly bills by the 4th of the following month/quarter for the previous month/quarter services to the Executive Director, Noida Metro Rail Corporation. The Agency shall submit the documents as required by NMRC. The invoice shall be verified and only after verification payment shall be released by NMRC to the applicant.

- c. Payments due shall be made by NMRC through RTGS/NEFT favoring the Agency as soon as possible after the receipt of bill in the Corporation.
- d. The payment shall be done after deducting direct/indirect tax and labour cess etc as applicable.
- e. No amount of interest will be payable by NMRC, in case of delay or on any other count.
- f. Necessary certificate of deduction of Income Tax at source shall be issued and furnished to the Agency.
- g. No advance payment will be made to the Agency.
- h. Payment will be made only for the personnel ordered & actually deployed by the agency

#### **4.11.2 Payment Terms**

Payment for services shall be made by NMRC in (INR) **Indian Rupees** as mentioned in Clause 4.11.1.

## **V Section 5: General Conditions of Contract (GCC)**

These conditions shall be part of the contract agreement.

### **5.1 General Provisions**

#### 5.1.1 Governing law and jurisdiction

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

#### 5.1.2 Notices

- a. Any notice, request or consent required or permitted to be given or made pursuant to these general conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.
- b. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

#### 5.1.3 Authorized Representatives

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

#### 5.1.4 Taxes and Duties

- a. The Agency and their personnel shall pay such direct and indirect taxes, duties, fees, and other impositions levied under the Government of India Act, the amount of which is deemed to have been included in the Price.

### **5.2 Commencement, Completion, Modification and Termination of Contract**

#### 5.2.1 Effectiveness of Contract

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

##### 5.2.1.1 Commencement of Services

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

#### 5.2.2 Expiration of Contract

Unless terminated earlier pursuant to Clause 5.2.5 thereof, these general conditions shall expire at the end of such time period as given in the time schedule in RFP Document.

#### 5.2.3 Modifications or Variations

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

#### 5.2.4 Force Majeure

- a. Definition: For the purpose of these general terms, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- b. No Breach of Contract: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- c. Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled for time extension for such period.

#### 5.2.5 Termination of Contract

- a. By the Corporation (NMRC)

The Corporation may terminate this Contract in case of the occurrence of any of the events of default as specified in paragraphs i through x except vii and viii of this Clause.

- i. If the Consultant fails to commence the work within 15 days from date of signing of contract or any other time timeframe as communicated by NMRC in written.
- ii. If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Corporation may have subsequently approved in writing.
- iii. If any information provided by the Consultant in the Bid submission is found to be false later on.

- iv. If the Consultant is not complying with applicable labour laws for the workers/staff deployed on the project.
- v. If the Consultant becomes insolvent or bankrupt.
- vi. If the Consultant, in the judgment of the NMRC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vii. If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- viii. If the Corporation, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- ix. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.8.2 thereof.
- x. The Consultant suspends or abandons the operations of the Project without prior consent of NMRC, provided that the Consultant shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) or on account of breach by NMRC of its obligations under this agreement.

**Consequences in case of Termination in Event of Default by Consultant**

Without prejudice to any other right or remedy which NMRC may have in respect thereof under this Agreement, upon occurrence of an Event of Default, NMRC shall be entitled to terminate this Agreement by issuing a Termination Notice to the Consultant, provided that before issuing the Termination Notice, NMRC shall by a notice in writing inform the Consultant of its intention to issue the Termination Notice (the “Preliminary Notice”). In case the underlying breach/default is not cured within a period of 60 (sixty) days from the date of the Preliminary Notice (Cure period), NMRC shall be entitled to terminate this Agreement by issuing the Termination Notice. Provided further that:

- i. If the default is not cured within 30 (thirty) days of the Preliminary Notice, NMRC shall be entitled to en cash the Performance Bank Guarantee with a notice to the Consultant (Encashment Notice)
- ii. If the default is not cured within 30 (thirty) days of Encashment Notice and a fresh Performance Bank Guarantee is not furnished within the same period, NMRC shall be entitled to issue the Termination Notice.

**b. By the Consultant**

The Consultant may terminate the Contract, by not less than thirty (30) days written notice to the Corporation, such notice to be given after the occurrence of any of the events specified in paragraphs through iii of this Clause5.2.5b:

- i. If the Corporation fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Clause 5.8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- ii. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- iii. If the Corporation fails to comply with any final decision reached as a result of arbitration pursuant to Clause 5.8.2 hereof.

#### **5.2.7 Payment upon Termination**

Upon termination of the Contract pursuant to Clause 5.2.5, NMRC shall make the following payments to the Consultant: (a) payment pursuant to Clause 4.11 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs i through vi, ix and x of Clause 5.2.5a, payment adjusted to the reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract and /or adjustment of performance security as case may be.

#### **5.3 Obligations of the Consultant**

- a. **General:** The Consultant shall always act, in respect of any matter relating to the Contract or to the Services, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Sub-Firms or third Parties.
- b. **Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices.
- c. **Conflict of Interest:** The Consultant shall hold the Corporation's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- d. **Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Firms and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- e. **Confidentiality:** Except with the prior written consent of the Corporation, the Consultant shall not at any time communicate to any person or entity any information acquired in the course of the Services. This clause shall survive even after expiry of this contract.
- f. **Firm's Actions**

The Firm shall inform the Corporation in writing before taking any of the following actions:

- i. Entering into a subcontract for the performance of any part of the Services,

- ii. Appointing such members of the Personnel not listed in the team presented in the technical proposal submitted by the Firm
- g. **Reporting Obligations:** The Firm shall submit to the Corporation the reports and documents specified in deliverables section of RFP Document, in the form, in the numbers and within the time periods set forth in the RFP Document.
- h. **Accounting, Inspection and Auditing:** The Firm shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.
- i. **Site Office:**  
The Consultant shall have a working site office in Delhi/NCR with requisite staff as required. Firm shall have their own equipment's/computers/software's etc. at their own cost for the entire duration of the project.
- j. The Consultant shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Consultant. The Consultant shall indemnify and hold harmless the Corporation from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Consultant or its personnel, including the Subcontractors and their personnel.

#### **5.4 Obligations of the Corporation**

- a. The Corporation shall use its best efforts to ensure that it shall provide the Firm such assistance as reasonably required for the execution of the project.

#### **5.5 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### **5.6 Firm's Personnel**

The Firm shall employ and provide such skilled and experienced Personnel as are required to carry out the Services. If the Corporation finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then The Firm shall, at the Corporation's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Corporation. The Firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.



### **5.7 Fraud and Corrupt Practices**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract Agreement, NMRC may reject a Bid, withdraw the NOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMRC shall be entitled to forfeit & appropriate Bid Security or Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under Bidding Documents and/ or Contract Agreement, or otherwise.
- b. Without prejudice to the rights of NMRC under Clause 5.7a hereinabove and the rights and remedies which NMRC may have under the NOA or the Contract Agreement, or otherwise if a Bidder, as the case may be, is found by NMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Contract Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by NMRC during a period of 3 (three) years from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
  - i. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - iii. “collusive practices” means a scheme or arrangement between the Consultant, with or without the knowledge of the Corporation, designed to establish prices at artificial, non-competitive levels;
  - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract

d. Measures to be taken:

- i. The Corporation shall have right to cancel the engagement of the Consultant, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

## **5.8 Settlement of Disputes**

### **5.8.1 Amicable Settlement**

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

### **5.8.2 Arbitration**

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

### **5.8.3 Jurisdiction**

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

### **5.8.4 Cost**

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

## **5.9 General Indemnity**

The Contractor shall indemnify, defend and hold the Corporation harmless against any and all proceedings, actions and Third Party claims arising out of a breach by Contractor and its contractors, sub-contractors, agents, employees and Users (as applicable) of the Project etc. of any of its obligations under this Agreement except to the extent that any such claim has arisen due to breach by the Corporation of any of its obligations under this Agreement.

## 6 Section 6: Draft Contract Agreement

THIS AGREEMENT made on the .....day of ..... 2020 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 ....., Executive Director, NMRC** (hereinafter called as the “Corporation”), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

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

The Corporation and the Consultant 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: Instructions to Bidders
  - d. Section 4: Qualification, Evaluation and Selection Process
  - e. V Section 5: General Conditions of Contract
  - f. Section 6: Draft Contract Agreement
  - g. **Error! Reference source not found.**
  - h. 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 secretarial consultant services is for a period of 1 (one) year, which may be extended for a further period of 1 (one) year.

**4. Price Schedule**

NMRC shall consider the following price, as quoted by the consultant as part of financial bid:

S.No.	Payment Details	Monthly Price (INR)	Quantity	Yearly Price(INR)
		(A)	(B)	(C) = A*B
1	Professional Fees for Appointment of Practicing Company Secretary Firm		12	

- 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 Corporation to the Consultant as specified in this Agreement, the Consultant hereby covenants with the Corporation to execute the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. **“Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document, Corrigendum, Addendum uploaded by NMRC [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 Corporation hereby covenants to pay the Consultant in consideration of the execution and completion of the services, the 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 Consultant  
Signature of the authorized official

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

**Name of the official**

**Name of the official**

Stamp/Seal of the Consultant Stamp/Seal of the Corporation

In the presence of:

In the presence of:

Sign of Witness 1 \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Sign of Witness 1 \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Sign of Witness 2 \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Sign of Witness 2 \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

RFP for Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations

## 7. Section 7: Appendix to Form of Tender and Forms

### 7.1. Appendix 1: Metro Alignment

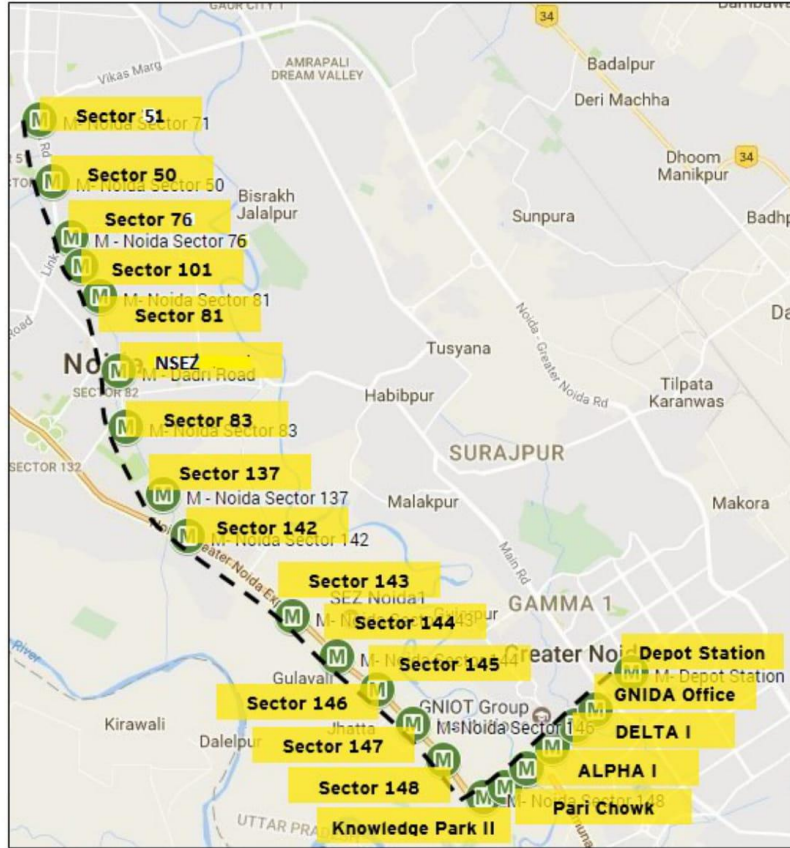


Fig: The Upcoming Metro Line

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

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

**RFP for Appointment of Practicing Company Secretary Firm for NMRC**

<b>S.NO.</b>	<b>Name of the Station</b>
1.	Noida Sector 51
2.	Noida Sector 50
3.	Noida Sector 76
4.	Noida Sector 101
5.	Noida Sector 81
6.	NSEZ Station
7.	Noida Sector 83
8.	Noida Sector 137
9.	Noida Sector 142
10.	Noida Sector 143
11.	Noida Sector 144
12.	Noida Sector 145
13.	Noida Sector 146
14.	Noida Sector 147
15.	Noida Sector 148
16.	Knowledge Park II
17.	Pari Chowk
18.	ALPHA 1
19.	DELTA 1
20.	GNIDA Office
21.	Depot Station
	Other Locations
22.	Sector 29 – NMRC Office
23.	Depot

**7.1. Form 1: Letter of Proposal Submission**

[Location, Date]

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

**Subject: Appointment of Practicing Company Secretary (CS) firm for NMRC**

Dear Sir,

We, the undersigned, offer to provide the services 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 have filled the complete information correctly in **Form 9: Bid Details**.

I/we declare that I/we is/are the **authorized signatory and have the power by Board Resolution**.

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.

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:



**7.2. Form 2: Firm Details**

1. Details of the Firm/ Applicant

1.1. Name of Firm/ Applicant: \_\_\_\_\_

1.2. Address: \_\_\_\_\_

1.3. Tel No. (with code) : \_\_\_\_\_

1.4. Contact person: \_\_\_\_\_

1.5. Name and Designation \_\_\_\_\_

1.6. Address, Telephone No. and Email address \_\_\_\_\_

2. Legal Entity \_\_\_\_\_

3. Date of incorporation \_\_\_\_\_

4. Registration number of firm \_\_\_\_\_

5. Legal status of the company (with supporting documents)  
\_\_\_\_\_

6. GST registration no. \_\_\_\_\_

7. PAN of the firm with copy of the Income Tax Returns  
\_\_\_\_\_

8. Brief description of the firm and organization structure \_\_\_\_\_

9. Details of Partners

S.No.	Name of the Partners/ Proprietor	Membership No.	Date of joining the firm as a partner (Full time)

10. Details of Head Office and Branch Office \_\_\_\_\_

11. Bank Details for EMD Refund

Bank Name \_\_\_\_\_

Bank Branch \_\_\_\_\_

A/c No. \_\_\_\_\_

Type of Account \_\_\_\_\_

IFSC Code \_\_\_\_\_

We agree with all the terms and conditions of this document.

\_\_\_\_\_  
**Authorized signatory**

**Name:**

**Date:**

**Name of the Applicant with seal**

**7.3. Form 3: Work Experience**

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

**Details of orders for the quoted item executed should be furnished in the following format.**

S.No.	Name of the Assignment	Name of the Client	Whether Govt /PSU/ Private	Professional Fees Charged (INR)	Start and Completion Date of Assignment
					<b>Start Date:</b>  <b>Completion Date:</b>

Place:

Date :

Signature :

Seal

Designation

**NOTE:**

Following needs to be submitted:

1. Experience certificate/ Completion certificate for each of the project mentioned above
2. 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.
3. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
4. 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.

5. 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.
6. For completed works, value of work done shall be updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
7. In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/consortium shall be considered. This is to be substantiated with documentary evidence.
8. 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.

**7.5 Form 4: Financial Capability Details**

Bidder should submit their financial details as per the following:

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

having registered office at  
 .....

.....for last 3 (three) years is as below:

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

S.No.	Financial Year	Name of Bidder	Net Worth
1.			
2.			
3.			

S.No.	Financial Year	Name of Bidder	Profitability
1.	2018-19		
2.	2017-18		
3.	2016-17		

**Authorized Signatory**

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

**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 is correct.

**Signature and Seal of  
Chartered Accountants/Statutory Auditors**

(with membership no.)

**7.6 Form 5: Undertaking - 1**

**Name of Work: Appointment of Practicing Company Secretary Firm for NMRC**

I confirm that M/S.....

- a. Has not have been blacklisted/ debarred /declared ineligible for corrupt and fraudulent practices by the Govt. of India, State Govt./ Reserve Bank of India (RBI)/ ICAI/ ICSI and should not have any disciplinary proceedings pending against the applicant firm or any of the partner with ICAI/ ICSI/ RBI in last five (5) financial years.
- b. Does 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/ private organizations in India.
- c. Has not abandoned any work in last 5 (five) years.
- d. Has not delayed in similar work completion during orders executed in last 5 (five) years.
- e. Does not ever been terminated due to poor performance.
- f. Has not suffered Bankruptcy/ insolvency in last 5 (five) years.
- g. Has not been blacklisted by any organization.
- h. Has not submitted any misleading information in the Bid.
- i. Is financially sound to perform the work.

\_\_\_\_\_  
Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation:

**7.7 Form 6: 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 RFP for Appointment of Practicing Company Secretary of NMRC in response to the RFP Document dated \_\_\_\_\_ issued by Noida Metro Rail Corporation (“NMRC” or “the Corporation”), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

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

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

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

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



Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

**WITNESS**

1. ....

(Signature)

Name .....

Designation.....

2. ....

(Signature)

Name .....

Designation.....

**Notes:**

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

**7.8 Form 7: Resume of Proposed Personnel**

1.	<b>Proposed Position</b>			
2.	<b>Name of Firm</b>			
3.	<b>Name of Staff</b>			
4.	<b>Date of Birth</b>			
5.	<b>Nationality</b>			
6.	<b>Education</b>			
	<b>Name of Institution</b>	<b>Degree(s) or Diploma(s) obtained:</b>	<b>Date</b>	
7.	<b>Membership in Professional Associations/ Trainings attended</b>			
8.	<b>Countries of Work Experience:</b>			
9.	<b>Languages</b>			
	Language	Reading	Speaking	Writing
10.	<b>Employment Record:</b>			
	FROM:		TO :	
	EMPLOYER			
	POSITION/S HELD			
11.	<b>Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned</b>			
	Name of assignment or project:			
	Year:			
	Location:			
	Client:			
	Main project features:			
	Position/s held:			
	Activities Performed:			
12.	<b>Certification</b>			
	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.			
	Date:			
	Full name of authorized representative:			

**Please Note: Assignments should be related to similar work as defined in Clause 4.2**

**7.9 Form 8: Price Bid**

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

**Sub: Appointment of Practicing Company Secretary Firm for NMRC**

Dear Sir,

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

I/we hereby quote for NMRC of the services specified in Terms of Reference within the time specified:

**Price Schedule**

S.No.	Payment Details	Monthly Price (INR)	Quantity	Yearly Price(INR)
		(A)	(B)	(C) = A*B
<b>1</b>	Professional Fees for Appointment of Practicing Company Secretary Firm		<b>12</b>	
	Yearly Price (In Words)			

**The Bidder is required to fill only blue cells in the Price Bid.**

Note:

- The Bidder with the lowest quoted cost for 1 year professional fees for Financial/ Tax Consultant in the financial quote (L1 bidder) shall be selected for the award of contract.
- The Total Amount to Be Quoted By Bidder (INR) shall be filled in figures and words.
- The Financial Bid submitted is unconditional (inclusive of all taxes including, duties, levies, etc. as applicable **except GST**) and fulfills all the requirements of the Terms of Reference Document. **GST shall be applicable as per prevailing rates.**
- We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document.

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

**7.10 Form 9: Bid Details**

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

S.No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form 3: Work Experience		
6	Form 4: Financial Capability Details		
7	Form 5: Undertaking - 1		
8	Form 6: Power of Attorney		
9	Form 7: Resume of Proposed Personnel – Team Leader		
10	Form 7: Resume of Proposed Personnel – Support Consultant		
11	Form 8: Price Bid		
12	Statutory proof of existence of legal entity		
13	A copy of the Annual Reports (Profit and Loss Account and Balance Sheet) for the last 3 (three) Financial Years of Bidder		
14	A copy of Last 3 valid ITR (Income Tax)		
15	Registration certificate of office in Delhi/ NCR/ Lease Agreement/ Electricity Bill etc. in the name of the Bidder		
16	Any other document asked by the Corporation if submitted, specify the documents Or Any other document which the Tenderer considers relevant		