

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

REQUEST FOR PROPOSAL (RFP)

E tender No. NMRC/CIVIL/PLAST.CRUSHING MACH/102(R2)/2019

**For Supply, Installation and Maintenance of Plastic Bottle Crushing
Machines at NMRC stations**

February 2020

Issued by:

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

Disclaimer

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations” contains brief information about the scope of work and selection process for the Bidder (“the Contractor” or “the Tenderer”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

Glossary

- a) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders
- b) **“Agreement”** means the Contract Agreement to be executed between NMRC and the Selected Bidder
- c) **“Applicable Laws”** means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time
- d) **“Bidder”** or **“Tenderer”** means any entity which is a sole proprietorship firm, a partnership firm or a company, in title and assigns which is submitting its bid pursuant to RFP Documents
- e) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender
- f) **“e-Bid Security / 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 Contractor 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 “Purchaser” or “Employer”)
- i) **“Party”** means Contractor or Corporation (together they are called **“Parties”**)
- j) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory Contracts, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- k) **“Re. or Rs. or INR”** means Indian Rupee
- l) **“Revenue Operations Date (ROD)”** means the date of operation of Metro
- m) **“Selected Bidder”** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of Contract
- n) **“Work”** means all the work specified or set forth and required in and by the said specifications, hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications)

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

Data Sheet

1	Name of the Bid	RFP for Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations
2	Approximate Cost of Work	INR 3014900/- (inclusive of all taxes, levies, duties etc.)
3	Time-period of contract	2 Years (Installation and maintenance)
4	Method of selection	Cost Based Selection (Lowest –L1)
5	Bid Processing Fee	Rs.5,900/- (Rupees Five Thousand Nine Hundred Only) (inclusive of GST) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Earnest Money Deposit (EMD)	Rs. 60,298 /- (Rupees sixty thousand two hundred ninety eight)
7	Bid System	Two Bid System (Technical and Financial)
8	Name of the Corporation and Official	GM (Technical) Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcnoida@gmail.com Website:www.nmrcmoida.com, http://etender.up.nic.in
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	Key Dates	Schedule
(a)	Uploading of Bid	26.05.2020
(b)	Date of pre-bid meeting	08.06.2020 1100 hrs(IST)
(c)	Last date receipt of Pre-bid queries	08.06.2020 1700 hrs
(d)	Last date of issuing amendment, if any	15.06.2020
(e)	Last Date of Bid Submission	22.06.2020 up to 1100 hrs (IST)
(f)	Date of Technical Bid Opening	23.06.2020 1500 hrs (IST)
13	Consortium to be allowed	No
14	Account details	For Bid Processing Fee & EMD State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.

Content

Disclaimer.....	2
Glossary	3
Data Sheet	4
1. Section 1: General Information	6
1.1. Background.....	6
1.2. About Locations	6
1.3. Communication	6
2. Section 2: Terms of Reference	7
2.1. Scope of Work.....	7
3. Section 3: Instructions to Bidders	8
3.1. General instructions.....	8
3.2. Preparation and submission of Bids.....	10
3.3. Earnest Money Deposit.....	14
3.4. Opening and Evaluation of Bids	14
3.5. Award of Contract	16
4. Section 4: Qualification, Evaluation and Selection Process	17
4.1. Eligibility Criteria.....	17
4.2. Compliance with Technical Specifications	18
4.3. Information of the Technical and Financial Proposal.....	18
4.4. Selection of Bidder.....	18
4.5. Notice of Award and Execution of Contract Agreement.....	18
4.6. Performance Bank Guarantee / Security Deposit	19
4.7. Contract during Proposal Evaluation	19
4.8. Other Instruction.....	20
5. Section 5: Special Conditions of Contract (SCC).....	21
6. Section 6: Draft Contract Agreement	28
7. Section 7: Appendix to Form of Tender and Forms	31
7.1. Appendix 1: Metro Alignment	31
7.2. Form 1: Letter of Proposal Submission.....	33
7.3. Form 2: Firm Details	34
7.4. Form 3: Capability Statement.....	35
7.5. Form 4: Work Experience	36
7.6. Form 5: Financial Capability Details	37
7.7. Form 6: Memorandum	38
7.8. Form 7: Undertaking.....	39
7.9. Form 8: Power of Attorney	40
7.10. Form 9: Salable Form for Tender Document	42
7.11. Form 10: Declaration of Refund of Earnest Money.....	43
7.12. Form 11: Bid Offer/ BOQ (Format).....	44
7.13. Form 12: Bid Details	47

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 in operations in full swing.
- d. NMRC invites E-Bids for selection of Contractor for Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations
- e. In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this RFP Document.
- f. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted and Financial proposal of only qualified Bidders will be opened.

1.2. About Locations

The metro corridor is 29.7 km long in first phase 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 Appendix 1: Metro Alignment.

1.3. Communication

All communications should be addressed to -

GM (Technical)

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

2. Section 2: Terms of Reference

2.1. Scope of Work

- a. The work covered in the tender includes below mentioned locations.
- Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at seven (7) NMRC stations.
 - The duration of maintenance shall be for a period of 2 years.
 - The machines shall be able to accept the Plastic Bottles and crush them.
 - The machines shall be able to collect waste Plastic bags.
 - The machines shall be equipped with token disposing software such that any person inserting Plastic Bottle / waste Plastic bags is able to redeem them for a token.
 - The token disposal software should be flexible and NMRC shall be able to decide the requirement of tokens and vary it as per requirement.
- b. The technical specifications of the machines are as below:

S.No	Parameter	Specification
1.	Dimensions	700 x 950 x 1950 mm
2.	Waste	Pet Bottle and Polybag
3.	Chassis	Mild Steel/ Aluminium
4.	Motor	2 HP/ S. Phase or equivalent
5.	Advertisement Media	Vinyl Sticker
6.	In-built PC system	Dell/ Acer or equivalent
7.	Thermal Printer	Available
8.	Touch Screen	Available (Minimum touch screen size 16 inches)
9.	Audio Speakers	Available
10.	Monitoring Camera	Logitech or equivalent , Front side
11.	Wi-Fi Connectivity	Available
12.	Software	Available
13.	Heavy duty wheels for easy mobility	Available

In addition to supply and installation of the machines, the selected bidder shall have to maintain the machines for a period of 2 years with periodic checks (monthly) or as deemed necessary by NMRC.

The selected bidder shall also make arrangements to collect the disposed Plastic Bottle waste from the machines on a periodic basis (minimum once in 2 months)

3. 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.
- b. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- c. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company providing services related to tender, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- d. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.
- e. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e - Bid.
- f. An Bidder should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- g. 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.
- h. 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.
- i. Any new taxes or any statutory variation [which comes into effect after the last date of submission of Bid on any item] during the contractual completion shall be to the Employer's account for which the Bidder shall furnish the documentary evidence in support of their claims. However, any increase in cost due to new taxes or change in existing taxes introduced during extended contractual period due to Bidder's fault shall be to his account.
- j. 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) to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee of as mentioned in **Data Sheet** through RTGS/NEFT only payable in

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

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

3.1.2. Acknowledgement by Bidder

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

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

3.1.3. Availability of Bid Document

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

3.1.4. Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the GM (Technical), NMRC only within seven days of issuance of tender. The envelopes/ communication shall clearly bear the following identification/ title: "**Queries/ Request for Additional Information: RFP for Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations**". The responses will be posted to all such queries on the official Website www.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.
- c. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- d. However, NMRC shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Section 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>. The relevant clauses of the e-Bid document shall be treated as amended accordingly.

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

- b. It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, NMRC shall not be responsible for it.
- c. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, NMRC, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com.

3.2. Preparation and submission of Bids

3.2.1. Language of e-Bid

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

3.2.2. Documents constituting the e-Bid

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

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

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

b. Financial e-Bid -

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

3.2.3. Documents establishing Bidder's Qualification

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

3.2.4. E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document. Financial Quote shall comprise of the rate of Total Price for RFP for Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations in the Bid form in figures.

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.

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

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

3.2.7. Deadline for submission of e-Bid

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

3.2.8. Submission of e-Bid

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

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

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

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

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

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

3.2.9. Late e-Bid

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

3.2.10. Withdrawal and resubmission of e-Bid

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

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

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

3.2.12. Period of validity of e-Bid

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

3.2.13. Correspondence with the Bidder

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

3.3. Earnest Money Deposit

3.3.1. Earnest money deposit (EMD)

- a. The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- c. Unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
- d. No interest will be paid by the Purchaser on the Earnest Money Deposit.
- e. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- f. The EMD may be forfeited:
 - i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.

3.4. Opening and Evaluation of Bids

3.4.1. Opening of technical e-Bid by NMRC

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

3.4.2. Opening of financial e-Bid

- a. After evaluation of technical e-Bid, through the evaluation committee NMRC shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids will not be opened.

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

- b. NMRC will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Corporation. The notification may be sent by e-mail provided by Bidder.
- c. The financial e-Bids of technically qualified Bidders shall be opened in the presence of technically qualified bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder. The name of Bidders, percentage price quoted for various items etc. will be announced at the meeting.

3.4.3. Correction of Errors

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

3.4.4. Examination of e-Bid document

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

3.4.5. Contacting NMRC

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

3.4.6. Confidentiality

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

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

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

3.5. Award of Contract

3.5.1. Award Criteria

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

3.5.2. Notice of Award (NOA)

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

3.5.3. Contract

- a. This contract is for the supply, install, commissioning, training and maintenance of the equipment of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. All equipment must be brand new and unused. Unpacking/seal opening has to be done in presence of NMRC.
- b. The whole contract is to be executed in the most approved, substantial and workmanship manner, to the entire satisfaction of the Purchaser or his nominee, who, both personally and may his deputies, shall have full power, at every stage of progress, to inspect the equipment at such times as he may deem fit and to reject any of the equipment which he may disapprove.

3.5.4. Signing of contract

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

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

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

4. Section 4: Qualification, Evaluation and Selection Process

4.1. Eligibility Criteria

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

- a. The Bidder should be Sole proprietorship/ partnership firm/ public limited company/ private limited company.
- b. The Bidder should have successfully completed in India during last **5 (Five) years** period ending last day of month previous to the one in which the bids are invited with Govt./ Semi Govt./ PSU only should be either of the following:
 - i. One order of similar nature of value not less than **Rs.24.12 lakh** (Rupees Twenty Four Lakh Twelve Thousand only)or
 - ii. Two orders of similar nature of value not less than **Rs.15.07 lakh** (Rupees Fifteen lakh Seven Thousand only)each or
 - iii. Three orders of similar nature of value not less than **Rs.12.06 lakh** (Rupees Twelve lakh Six Thousand only)each

Definition of Similar Works –Experience in Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at Railways/Metros/Airports/Bus Depots/Office Premises/Shopping Malls/ Hospitals/ Hotels/Institutes utilizing similar work.

- c. The Bidder should have minimum **average annual turnover** from similar works of **Rs. 12.06 lakh (Rupees Twelve lakh six Thousand only)** in the last 3 (three) Financial Years (**2016-2017, 2017-18, 2018-19**) preceding the Bid Due Date.
- d. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfilment of Contractual obligation in last 5 (five) financial years.

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

The Bidder shall also furnish the following:

- a. For above criteria 4.1 a
 - i. Statutory proof of existence as the legal entity
 - ii. Power of attorney as in Form 8: Power of Attorney
 - iii. Memorandum and Articles of Association showing the objectives of the company/ firm (as per applicability)
- b. For above criteria 4.1b
 - i. A statement as in
 - ii. Form 4: Work Experience with documentary proof
- c. For above criteria 4.1c and 4.1d
 - i. Form 5: 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
A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years.
In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this

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

effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared."

- iii. A self-attested copy of current valid ITR
 - iv. A self-attested copy of PAN, GST registration
- d. For above criteria 4.1d
- i. Form 7: Undertaking

4.2. Compliance with Technical Specifications

The equipment offered by the bidders must comply with the stipulated technical specifications as mentioned in the tender documents.

4.3. 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 "**Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations**" in the financial quote (L1 bidder) shall be selected for the award of contract.

4.4. Selection of Bidder

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

- a. In case, two or more technically qualified bidders quote the same percentage in the Bid, and become Lowest (i.e. L-1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover from 'Similar Works' (as per Minimum Eligibility Criteria defined in Section 4 under "Definition of Similar Work") during the last 3 years ending on the last day of the month preceding the month in which the tender has been floated.
- b. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- c. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA.
- d. No correspondence will be entertained by NMRC from the unsuccessful bidders.

4.5. Notice of Award and Execution of Contract Agreement

- a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- b. The Selected Bidder shall, within 10 (ten) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA.
- c. The Successful Bidder shall execute the Contract Agreement within 30 (thirty) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.

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

- 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.

4.6. Performance Bank Guarantee / Security Deposit

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

4.7. Contract during Proposal Evaluation

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

GM (Technical)

Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
Noida -201301

District Gautam Budh Nagar, Uttar Pradesh

Email: nmrcoida@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.

4.8. Other Instruction

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

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

SCC Clause	Reference to GCC Sub-Clause No.	Description
1	Sub-Clause 3.2	<p>Functions of Engineer</p> <p>In addition to the duties mentioned in Clause 3.2 of General Conditions of Contract:</p> <ul style="list-style-type: none"> (i) Shall watch and inspect the Works, monitor and examine any material to be used and workmanship employed by the Contractor in connection with the Works; (ii) Shall carry out such duties and exercise such powers vested in the Engineer in accordance with the provisions of the Contract; (iii) Shall issue instructions which in his opinion are necessary for the execution of the Works; and (iv) May issue any other instruction which in his opinion is desirable in connection with the Works. <p>In case The Engineer is employee of any agency hired by the Employer, the Engineer shall take the approval of the Employer for all technical and financial matters otherwise he shall be deemed to have taken the approval of the Employer.</p>
2	Sub Clause 4.2.1	<p>Performance Security</p> <p>The amount of Performance Security for this contract will be 10% of contract. If the contract value increases by more than 25% of the original contract value, the Performance Security will be increased accordingly for complete revised value on every increase.</p>
3	Sub-Clause 4.4	<p>Coordination with other Contractors</p> <p>The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages</p>
4	Sub-clause 4.5	<p>Sub-contractors</p> <p>The work should not be sublet without the written approval of Engineer in-charge.</p>
5	Sub-Clause 4.10	<p>Sufficiency of Tender</p> <p>The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.</p> <p>The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the items of works executed as per BOQ.</p>
6	Sub-Clause 4.11	<p>Access Route</p> <p>All operations for the execution of the Works shall be carried out so as not to interfere unnecessarily with the convenience of the public or the access to public or private roads or footpaths or properties owned by the Employer or by any other person.</p> <p>The Contractor shall select routes, choose and use vehicles so that movement of Contractor's Equipment, Plant and Materials from and to the Site is limited so that traffic is not delayed and damage to highways and bridges is prevented. If there is any delay or damage or injury, the cost of rectification or reconstruction of highways or bridges shall be borne by the Contractor. The Contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters</p>
7	Sub-	Manufacture, Installation and Construction Methods

SCC Clause	Reference to GCC Sub-Clause No.	Description
	Clauses 5.3	<p>The Contractor shall submit complete documents and information pertaining to the methods of manufacture, installation and construction which the Contractor proposes to adopt or use, (and if applicable such calculations of stresses, strains and deflections and the like that will or may arise in the Works or to the other works comprising the Project or any parts thereof during installation from the use of such methods). The Engineer will then check to see whether, if such methods are adhered to, the Works can be executed in accordance with the Contract and without detriment to the Works (when completed) and to other works comprising the Project and in a manner which minimizes disruption to road and pedestrian traffic.</p> <p>The Engineer shall inform the Contractor in writing within 21 days after receipt of the above information;</p> <p>(a) that the Contractor's proposed methods of manufacture, installation and construction have the consent of the Engineer; or</p> <p>(b) in what respects, in the opinion of the Engineer the Contractor's proposed methods of manufacture, installation and construction:</p> <p>(i) fail to comply with the Employer's Requirements and/or the Definitive Design and/or the Final Design;</p> <p>(ii) would be detrimental to the Works and/or to the other works comprising the Project;</p> <p>(iii) do not comply with the other requirements of the Contract;</p> <p>(c) as to the further documents or information which are required to enable the Engineer to properly assess the proposed methods of manufacture, installation and construction.</p> <p>In the event that the Engineer does not give his consent, the Contractor shall take such steps or make such changes in the said methods or supply such further documents or information as may be necessary to meet the Engineer's requirements and to obtain his consent. The Contractor shall not change the methods of manufacture, installation and construction which have received the Engineer's consent without further review and consent in writing of the Engineer.</p> <p>Notwithstanding the foregoing provisions of this Clause, or that certain of the Contractor's proposed methods of manufacture, installation and construction may be the subject of the consent of the Engineer, the Contractor shall not be relieved of any liability or obligation under the Contract.</p>
8	Sub-Clauses 4.16 and 6.7	<p>Safety Precautions</p> <p>The Contractor is required to make himself aware of all the requirements of the Employer's Safety, Health and Environmental Manual in this regard and comply with them. The Site Safety Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance with Sub-Clauses 4.16 and 6.7 of General Conditions of Contract.</p> <p>The Contractor shall, from time to time and as necessary or required by the Engineer, produce supplements to the Site Safety Plan such that it is at all times a detailed, comprehensive and contemporaneous statement by the Contractor of his site safety and industrial health obligations, responsibilities, policies and procedures (under the laws of India) or as stated in the Contract or elsewhere relating to work on Site If at any time the Site Safety Plan is, in the</p>

SCC Clause	Reference to GCC Sub-Clause No.	Description
		<p>opinion of the Engineer, insufficient or requires revision or modification to ensure the security of the Works and the safety of all workmen upon, and visitors to the Site, the Engineer may instruct the Contractor to revise the Site Safety Plan. The Contractor shall, within 14 days, submit the revised plan to the Engineer for review.</p> <p><u>The contractor shall provide necessary barriers warning signals and other safety measures to avoid accidents.</u></p> <p>He shall also indemnify department against claims for compensation arising out of negligence in this respect. Nothing in these specifications shall be construed to relieve the contractor of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with applicable statutory regulations and safety codes in force from the safety angle.</p>
9	Sub-Clause 4.17	<p>Protection of the Environment</p> <p>The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall, so conduct his cleaning operations, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions</p> <p>(a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to construction and maintenance activities, the same shall be repaired, replanted or otherwise corrected at Contractor's expense. All work areas shall be smoothed and graded in a manner to confirm to natural appearance of the landscape as directed by the Engineer.</p> <p>(b) All trees and shrubbery, which are not specifically required to be cleared or removed for cleaning purposes, shall be preserved and shall be protected from any damage that may be caused by Contractor's cleaning operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Contractor's expenses.</p> <p>(c) The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to monitor and conduct tests to verify that the Site Environmental Plan is being properly and fully implemented</p>
10	Sub-Clause 4.18	Deleted.
11	Sub-Clause 4.19	<p>Employer Supplied Machinery and Materials</p> <p>The Employer will not provide any machinery or materials under the Contract.</p>
12	Sub Clause 4.27	<p>Security of the Site</p> <p>The Contractor shall take all measures necessary to ensure such security, including exercising control over all persons and vehicles which are employed or engaged on the Site or in connection with the Works or the other works comprising the Project and with the security arrangements applicable to any other site within the Project.</p> <p>The Contractor shall arrange the issue of passes for the admission of all</p>

SCC Clause	Reference to GCC Sub-Clause No.	Description
		<p>persons and vehicles to the Site or to any part thereof and may refuse admission to or remove from the Site any person or vehicle failing to show an appropriate pass on demand to any duly authorized person.</p> <p>If required by the Engineer, the Contractor shall submit a list identifying all persons to whom passes have been issued together with two photographs of each person and all entities to which a pass has been issued in respect of any vehicle and shall satisfy the Engineer of the bonafides of any such person or entity.</p> <p>The Contractor shall not, without the written permission of the Engineer or otherwise in accordance with the Contract, allow access to the Site to any person unless the presence on Site of such person is necessary in connection with the execution of the Works or with the discharge of the duties of any relevant authority.</p> <p>For the purposes of this Clause only, "Site" shall include off-Site places of manufacture or storage and the Contractor's Work Areas and shall include, areas provided to the Contractor by others.</p>
13	Sub-Clause 5.3	<p>Submission of Documents The Contractor shall submit the drawings and documents, test certificates, warranty certificates, calibration certificates of supplied items wherever required or as required by the Engineer in charge.</p> <p>This submittal shall be made sufficiently before the Works are to be carried out to give the Engineer and the Employer reasonable time to examine the drawings or other documents, to prepare comments and for any changes to be accommodated by the Contractor.</p> <p>Where the consent of the Engineer is required, the Engineer shall notify the Contractor in writing of his decision either within such period as may expressly be stipulated in the Contract or otherwise within a reasonable time.</p>
14	Sub-Clause 6.0	<p>Training of Contractor's Employees / Staff / Workers Contractor shall provide a training / workshop on Safety, Health & Environment (SHE) to all its workers/ employees/ sub-contractors at the time of induction as per required of condition of contract on Safety, Health and Environment. Before posting any of his workers/ staff/ employees/ sub-contractors, the contractor shall give a certificate that the said person had undergone the requisite SHE training.</p>
15	Sub-Clause 6.4	<p>Labour Laws :</p> <p>(a) The Contractor shall, if required by the Employer, deliver to the Engineer or to his office; a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor for the entire work.</p> <p>The contractor must ensure compliance of all the statutory labour laws including labour license and registration of workers as per BOCW Act.</p> <p>(b) <u>Violation of these basic provisions shall attract a penalty of 5% of contract value</u> and repeated violations shall lead to termination of contract.</p>
16	Sub-Clause 6.6	<p>Housing Facilities The Contractor shall have to make his own arrangements for housing facilities for his staff.</p>
17	Sub-Clause 6.7	<p>Health and Safety Contractors are required to have tie-up with well equipped reputed hospitals having facilities of MRI, CT Scan, Ultrasound, Blood Bank, specialist Doctors like neurosurgeon, orthopedic as mandatory requirement and fire station</p>

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

SCC Clause	Reference to GCC Sub-Clause No.	Description
		located in the neighborhood for attending to the casualties promptly and emergency vehicle kept on standby duty during the working hours for the purpose.
18	Sub Clause 7.0	<p>Quality Control The Contractor shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the Contract, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance.</p> <p>The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented. No extra payment shall be made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price.</p>
19	<p>Sub-Clause 11.1</p> <p>Sub-Clause 11.1.1</p> <p>Sub-Clause 11.1.4</p>	<p>Contract Price & Payment In respect of All Inclusive Contract The Contract Price, subject to any adjustment thereto in accordance with the contract conditions, shall be all inclusive (including all taxes, duties, royalties etc.)</p> <p>Change in Taxes Duty (a) "Change in Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender. (i) Any new tax which is imposed on Composite Works Contractors applicable on Metro Project. (ii) Change in the rate of GST on Composite Works Contractors applicable on Metro Project as Per GST Act.</p> <p>(b) The Contract Price shall be adjusted due to any of the above two conditions. Adjustment in contract price will be applicable up to the stipulated date of completion of work including the extended period of completion where such extension has been granted under sub clause 8.4.1 of GCC or it is specifically mentioned that extension is with adjustment for changes as stated above.</p> <p>(c) If the extension of contract period is on account of contractor's fault under Sub-clause 8.4.3 of GCC, no compensation shall be made towards upward revision towards "change in Taxes/Duty (taking place during the said extended contract period)" as mentioned at Sl. No. (a) (i) & (ii) above, during the original contract period or extended contract period shall be on employer's account.</p> <p>(d) Any other changes (except on account of clause (a) (i) & (ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause provided in the Contract and in Contract where Price Variation clause s not provided, the impact on any other change (except on account of clause (a) (i) & (ii) above in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price.</p> <p>(e) Also, the contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the contract and Indian rupees from the last date of submission of tender.</p>

SCC Clause	Reference to GCC Sub-Clause No.	Description
20	Sub clause 11.1.3	<p>Price Variation This is a fixed price contract and no Price Variation is admissible in this contract.</p>
21	Sub-Clause 11.2	<p>Advance No Advance is admissible in this contract.</p>
22	Sub-Clause 11.6	<p>Payment For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.</p> <p>TERMS OF PAYMENTS</p> <ul style="list-style-type: none"> • The standard payment terms subject to recoveries, if any, by way of liquidated damages will be as under. <ul style="list-style-type: none"> A) 70% payment of the supply value of equipment will be made on Delivery at NMRC sites. <ul style="list-style-type: none"> a) Three sets of completion drawings comprising the following shall be submitted by the contractor while handing over the installation. b) Equipment layout drawing(s) giving complete details of the entire equipment Training of operation and maintenance staff of the NMRC to be provided by contractor. c) At the time of final completion, the contractor shall arrange for inspection and testing of the installation. Test results obtained shall be recorded. The installation shall not be accepted until it complies with the requirement of these Specifications. All the observations/ deficiencies pointed out by the inspecting authorities shall be complied with by the contractor on priority. d) Payment should be followed strictly as per terms and conditions of Tender Documents and Tax. B) 30% payment(15% yearly) will be made on successful completion of maintenance period:
23	Sub-Clause 15.0	<p>Insurance</p> <p>(a) All of the contractor's employees drawing monthly wages up to ₹21,000/-or as applicable as per the enhanced limit, shall have to be covered under ESI. The Contractor shall take insurance policy as specified in the Employee's Compensation Act only for those employees who are not covered by ESI.</p> <p>(b) The contractor shall insure against liability to third parties in the joint name of the Employer and the contractor for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer, staff of other contractor working in the premises, contractor's staff under sub clause above which may arise out of the performance of the contract. The insurance shall be at least for the amount of ₹7,50,000/- for each incident.</p> <p>(c) Insurance cover for Contractor's All Risk shall be full value of Contract</p>

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

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

6. Section 6: Draft Contract Agreement

THIS AGREEMENT made on theday of 2018 at Noida, District Gautam Budh Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India** represented by.....of the company, by virtue of his designation and authorization by **Shri, Managing Director, NMRC** (hereinafter called as the "Purchaser"), 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 atrepresented by(herein after called the "**Contractor**", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part. WHEREAS the Purchaser desires that the Works known as the "....."should be executed by the Contractor, and has accepted a contract by the Contractor for the execution and completion of these Works.

The Purchaser and the Contractor agree as follows:

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

Reference:

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

3. Duration of Contract

The Corporation intends to appoint a Contractor to NMRC for a period of 3 months, which may be extended for a further period of 15 days after reviewing the performance of the Contractor and depending upon the requirement and administrative convenience of NMRC in mutual agreement with the Bidder.

4. Price Schedule

NMRC shall be as quoted by the contractor as part of financial bid i.e. INR _____.
As per letter of acceptance no _____ dt _____.

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 Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. **"Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document, Corrigendum, Addendum uploaded by NMRC on the E-Tender Portal (<http://etender.up.nic.in>) 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 Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract and NOA.

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

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

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

Name of the official

Name of the official

Stamp/Seal of the contractor

Stamp/Seal of the Purchaser

In the presence of:

In the presence of:

Sign of Witness 1 _____

Sign of Witness 1 _____

Name _____

Name _____

Address _____

Address _____

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

Sign of Witness 2_____

Sign of Witness 2_____

Name_____

Name_____

Address_____

Address_____

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

7.1. Appendix 1: Metro Alignment

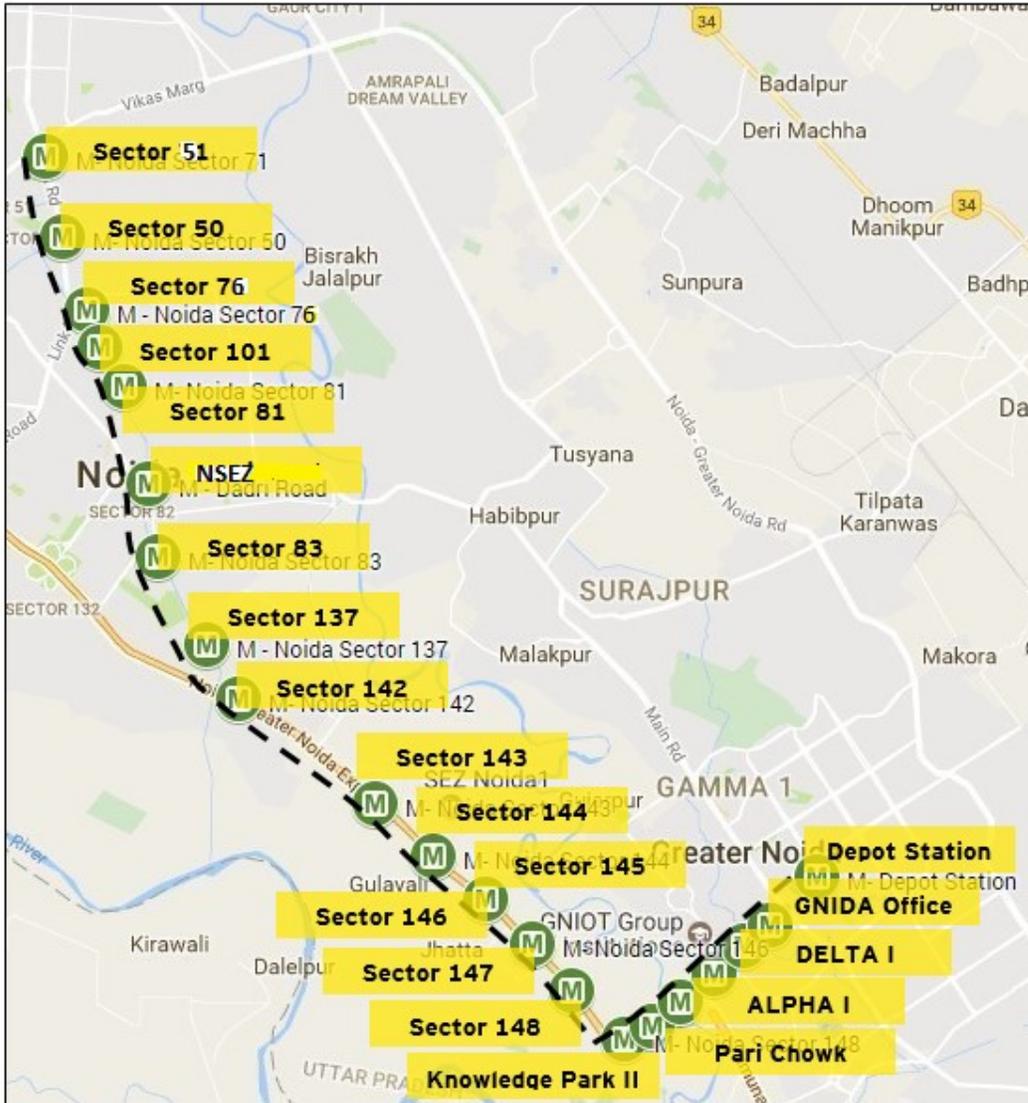


Fig: The Upcoming Metro Line

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

Seven stations of these shall be decided for supply, installation and maintenance of Plastic Bottle Crushing Machines.

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

S.NO.	Name of the Station
1.	Sector 51 Station
2.	Sector 76 Station
3.	NSEZ Station
4.	Sector 137 Station
5.	Sector 142 Station
6.	Knowledge Park II Station
7.	Pari Chowk Station

7.2 Form 1: Letter of Proposal Submission

[Location, Date]

To

GM (Technical)

Noida Metro Rail Corporation (NMRC) Limited

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

Noida -201301,

District Gautam Budh Nagar, Uttar Pradesh

Subject: Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations

Dear Sir,

We, the undersigned, offer to provide the Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations 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 Bid detail.

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:

7.3. Form 2: Firm Details

1.	<p>Title and name of the Project: Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations</p>
2.	<p>State the structure of the Bidder's organization (Bidders to complete/delete as appropriate)</p>
3.	<p>For Bidders who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person: </p>
4.	<p>Authorized Representative </p>

7.4. Form 3: Capability Statement

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

Tender Reference No : _____

Name of Work : _____

Name of Bidder: _____

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)								
1	Sole proprietorship/ partnership firm/ public limited company/ private limited company	Yes/ No								
2	The Bidder should have successfully completed in India should be either of the following: i. One order of similar nature of value not less than Rs. 24.12 lakh (Rupees Twenty Four Lakh twelve Thousand only) or ii. Two orders of similar nature of value not less than Rs. 15.07 lakh (Rupees fifteen lakh seven Thousand only) each or iii. Three orders of similar nature of value not less than Rs. 12.06 lakh (Rupees twelve lakh six Thousand only) each	5 Years								
3	The Bidder should have in the last 3 Financial Years preceding the Bid Due Date - i. Minimum average annual turnover of Rs. 12.06 lakh (Rupees Twelve lakh six Thousand only)	<table border="1"> <tr> <td>FY 2018-19</td> <td></td> </tr> <tr> <td>FY 2017-18</td> <td></td> </tr> <tr> <td>FY 2016-17</td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	FY 2018-19		FY 2017-18		FY 2016-17		Total	
FY 2018-19										
FY 2017-18										
FY 2016-17										
Total										
4	The Bidder must have either the Registered Office or the functional Branch Office located in Delhi NCR									
5	The Bidder should be registered with the Goods and Services Tax Authorities.									

7.5. Form 4: 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 and Full address of purchaser	Order No. and date	Client (Govt./ Semi Govt./ PSU)	Scope	Total Value of work done (INR)

Place

Date

Signature

Seal

Designation

NOTE:

Following needs to be submitted:

1. Completion Certificate /Experience certificate of past performance to be enclosed

7.6. Form 5: Financial Capability Details

Bidder should submit their financial details as per the following:

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

 having registered office at
for last three years is as below:

S.No.	Financial year	Name of the Bidder	Turnover (INR)
1.			
2.			
3.			
	Average Annual Turnover		

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____ (Name of Bidder), we M/s _____, Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY 2016-17, FY 2017-18and FY 2018-19 is correct.

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

Undertaking

I/ We _____(M/s _____) declare that the Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared.

Authorised Signatory

(Name & Designation of Authorised Signatory)

In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that “The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared.”

7.7. Form 6: Memorandum

Name of Work: Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations

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

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

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

7.8. Form 7: Undertaking

Name of Work: Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations

I confirm that M/S.....

- a. Has not been banned /declared ineligible for corrupt and fraudulent practices by any government/government-undertaking/ semi-government/ govt. controlled institutions in India, any court of law having jurisdiction in India and do not have any disciplinary proceedings or pending litigations for the past 5 (five) 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

7.9. Form 8: Power of Attorney

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

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

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

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

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

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

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

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

..... Signature and stamp of Notary of the place of execution

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

WITNESS 1.

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

(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).

7.10. Form 9: Salable Form for Tender Document

Job No.

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

DETAILS OF ERNEST MONEY ATTACHED

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

BIDDER

7.12. Form 11: Bid Offer/ BOQ (Format)

To

GM (Technical)

Noida Metro Rail Corporation (NMRC) Limited

Block-III, 3rd Floor, Ganga Shopping Complex

Noida -201301,

District Gautam Budh Nagar, Uttar Pradesh

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

Sub: Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations

Dear Sir,

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

I/we hereby quote for the Total Price for **Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations** as specified below, payable by NMRC.

Price Schedule

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

PRICE SCHEDULE								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
Sl. No.	Item Description	QTY	Units	Estimated Amount (Per pc including 18 % GST)*	Estimated Amount for total (including 18% GST)*	Quoted RATE (Inclusive GST Per pc.) In Figure s To be entered by the Bidder Rs. P	Total Quoted Amount (including GST) by Bidder (In Figure s)	TOTAL AMOUNT In Words
1	2	4	5	6	7	13	54	55
1	Supply ,Installation and maintenance of Plastic Bottle Crushing Machine	7	Pcs	4,30,700	30,14,900			
Total in Figures								
Quoted Amount in Words								

*As applicable at the time of actual supply of goods or services as per prevalent norms.

Payment terms: 1. 70% supply and installed

2. 15% yearly for 2year maintenance

Please Note: The Bidder is required to fill only blue cells in the BOQ as highlighted above

Note:

- a. The Bidder with the lowest quoted cost for Supply, Installation and Maintenance of Plastic Bottle Crushing Machines at NMRC stations/ for destination as districted by engineer in the financial quote (L1 bidder) shall be selected for the award of contract.
- b. The Bidder shall be required to quote the rate in the BOQ.
- c. The Bidder shall abide by the approved makes mentioned in the tender document.
- d. The Financial Bid submitted is unconditional (inclusive of all taxes including GST, duties, levies, etc. as applicable) and fulfills all the requirements of the TOR Document.
- e. The royalty charges levied by stats/central govt. as applicable on & other terms and conditions issued time to time by govt. shall abide by and shall be paid by contractors and its proof shall have to be submitted to Corporation.
- f. 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

7.13. Form 12: Bid Details

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

S.No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form 3 :Capability statement		
6	Form 4: Work Experience		
7	Form 5: Financial Capability Details		
8	Form 6: Memorandum		
9	Form 7: Undertaking		
10	Form 8: Power of Attorney		
12	Form 9: Salable Form for Tender Document		
13	Form 10: Declaration of Refund of Earnest Money		
14	Statutory proof of refund of earnest money		
15	A copy of the annual reports (Profit and Loss Account and Balance sheet) for the last 3 (three)Financial years of Bidder		
16	A self-attested copy of current valid ITR		
17	A self-attested copy of PAN,GST Registration		
18	Any other document asked by the Purchaser if submitted, specify the documents Or Any other document which the Tenderer considers relevant		