

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

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

**E tender No. NMRC/ACIDS/01-B/2018**

**For Design, Manufacture, Supply, Installation, Integration, Testing  
and Commissioning of Access Control and Intrusion Detection  
System (ACIDS)**

**July 2018**

**Issued by:**

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

## **Disclaimer**

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)” contains brief information about the scope of work and selection process for the Bidder (“the Contractor” or “the Tenderer”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid/s. Noida Metro Rail Corporation Ltd. (“NMRC” or “the Corporation” or “the Purchaser”) 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) **"Consignee"** means where the material / equipment are required by the acceptance of the tender to be dispatched by rail, road, air or streamer, the person specified in the Acceptance of tender to whom they are to be delivered at the destination stations
- g) **"Drawing"** means the drawing or drawings specified in or annexed to the specification
- h) **"Earnest Money Deposit (EMD)"** means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- i) **"Facilities"** means the Equipment to be supplied and installed as well as all the Installation Services to be carried out by the Contractor under the Contract
- j) **"Inspecting Officer"** means the person/team of NMRC specified in the contract for the purpose of inspection of equipment and includes his/their authorized representatives
- k) **"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
- l) **"NMRC"** means Noida Metro Rail Corporation Limited ( or "Corporation" or "Purchaser" or "Employer")
- m) **"Party"** means Contractor or Corporation (together they are called **"Parties"**)
- n) **"Permits"** shall mean and include all applicable statutory, environmental or regulatory Contracts, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- o) **"Purchase Officer"** means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser
- p) **"Re. or Rs. or INR"** means Indian Rupee
- q) **"Revenue Operations Date (ROD)"** means the date of operation of Metro
- r) **"Selected Bidder"** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of Contract
- s) **"Site"** mean the Stations as specified in the NOA at which equipment is required to be delivered /installed by the Contractor under the contract or any other place approved by the Purchaser for the purpose in Noida/Greater Noida
- t) **"Test"** means such test as is prescribed by the particulars or considered necessary by the NMRC whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer
- u) **"Work"** means all the work specified or set forth and required in and by the said specifications, drawings and "Schedule of Requirements", 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, drawings and "Schedule of Requirements")

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.

## **Abbreviations**

- a) ACIDS - Access Control and Intrusion Detection System
- b) ACS - Access Control System
- c) AFC - Automatic Fare Collection
- d) BCC - Backup Control Centre
- e) CCTV - Close Circuit TV
- f) DCC - Depot Control Centre
- g) IT - Information Technology
- h) OCC - Operation Control Centre
- i) RSS - Receiving Sub Station
- j) SCR - Station Control Room
- k) SER - Signalling Equipment Room

## Data Sheet

1	Name of the Bid	RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)
2	Time-period of contract	Comprehensive Annual Maintenance Contract (CAMC) for 3 (three) years after expiry of Defect Liability Period (DLP) of 2 (Two) Years. Extension of CAMC may be provided.
3	Method of selection	Cost Based Selection (Lowest –L1)
4	Bid Processing Fee	Rs. 25,000/- (Rupees Twenty Five Thousand Only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
5	Earnest Money Deposit (EMD)	Rs. 20,00,000/- (Rupees Twenty Lakhs Only)
6	Bid System	Two Bid System (Technical and Financial)
7	Name of the Corporation and Official	Executive Director Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: <a href="mailto:nmrc.afc@gmail.com">nmrc.afc@gmail.com</a> Website: <a href="http://www.nmrcmoida.com">www.nmrcmoida.com</a> , <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
8	Bid Validity Period	180 days
9	Bid Language	English
10	Bid Currency	INR
11	Key Dates	Schedule
(a)	Uploading of Bid	02/07/2018
(b)	Last Date of Bid Submission	09/07/2018 up to 1500 hrs (IST)
(c)	Date of Technical Bid Opening	10/07/2018, 1100 hrs (IST)
12	Consortium to be allowed	No
13	Sub-contracting is allowed	No
14	Account details	<b>For Bid processing fee &amp; EMD</b> State Bank of India (12986) – Sector 35, Noida Gautam Budh Nagar, UP - 201301 IFSC Code: SBIN0012986 <b>A/c No. 37140204794</b> <b>Noida Metro Rail Corporation Ltd.</b>

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

### **1.1. Background**

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed by Noida and Greater Noida Authorities for planning and executing urban transport projects in Noida, Greater Noida regions. The Corporation desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Corporation is to help create an efficient, safe, reliable, economical and affordable public transport system.
- c. An elevated metro line between Noida and Greater Noida is already under advanced stages of construction.
- d. NMRC invites E-Bids for selection of Contractor for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) at NMRC Stations and Depot.
- 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 and is known as Noida Greater Noida Metro Rail Corridor. It comprises 21 metro stations starting from Noida Sector 71 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 -

#### **Executive Director**

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



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

### **2.1. Scope of Work**

- a. The work covered in the tender includes Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) at metro stations and depot - Comprehensive Annual Maintenance Contract (CAMC) for 3 (Three) years after expiry of Defect Liability Period (DLP) of 2 (Two) Years from the date of commissioning. However, an extension of another 2 (Two) years can be given for CAMC on the conditions as decided by NMRC.
- b. The list of requirement as per the tender is set forth in Appendix 2: Schedule of Requirement.
- c. Technical Specifications are provided in Section 7 of this RFP.

### **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 Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS), 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](http://www.nmrcnoida.com)) to enable the tenderers to view, download the e-Bid document and

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

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

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

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

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

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

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

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet. 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. 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 5.12 of this e-Bid document under Fraud and Corrupt Practices.

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

- a. At any time prior to the deadline for submission of e-Bid, NMRC may, for any reason, whether at its on in iterative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website [www.nmrcnoida.com](http://www.nmrcnoida.com). The relevant clauses of the e-Bid document shall be treated as amended accordingly.

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

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

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

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

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

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

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

- 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 Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) on DDP (Delivered Duty Paid) basis with CAMC of 3 years in the Bid form in figures and words.

#### **3.2.5. E-Bid Currency**

Prices shall be quoted in Indian Rupees only.

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

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

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

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

**3.2.8. Submission of e-Bid**

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

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

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

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

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

#### **3.2.9. Late e-Bid**

- a. Bids received by NMRC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

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

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

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

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

- a. Notwithstanding anything contained in this e-Bid, NMRC reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. NMRC reserves the right to reject any Bid if:
  - At any time, a material misrepresentation is made or uncovered, or
  - The Bidder does not provide, within the time specified by NMRC, the supplemental information sought by NMRC for evaluation of the e-Bid.

- c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest ranking Bidder gets disqualified / rejected, then the NMRC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of NMRC, including annulment of the Selection Process.

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

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

**3.2.13. Correspondence with the Bidder**

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

**3.3. Earnest Money Deposit**

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

- a. The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- c. Unsuccessful Bidder's EMD will be returned within 45 days of opening of the Price Bid in case of Conclusion or discharge of the tender.
- d. No interest will be paid by the 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 submit the letter to NMRC on the letter head of the company stating that the representative (name) is authorized to attend the meeting (Please note – The representative is required to carry a copy during meetings). He / She shall sign a register evidencing their attendance at NMRC. In the event of the specified date e-Bid opening being declared a holiday for the Corporation, the e –bids shall be opened at the appointed time and place on the next working day.

- b. The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Bid Processing Fee and EMD must be submitted in the prescribed account of NMRC within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- c. The Bidders names and the presence or absence of requisite e-Bid security and such other details as NMRC at its discretion may consider appropriate, will be announced at the opening.

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

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

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

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

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

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

**3.4.5. Contacting NMRC**

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

**3.4.6. Confidentiality**

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

**3.5. Award of Contract**

**3.5.1. Award Criteria**

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

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

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

**3.5.3. Contract**

- a. This contract is for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein.
- 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 work at such times as he may deem fit and to reject any of the work which he may disapprove.

**3.5.4. Signing of contract**

At the same time as NMRC notifies the successful Bidder that its e-Bid has been accepted, the successful Bidder shall have to sign the contract agreement with relevant document as mentioned in the RFP. 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 be licensed manufacturer who manufactures the items offered  
or

The Bidder should be an authorized partner of respective OEM for this project. Such bidders should produce authorization from the OEM.

It is to be noted that in case of Indian Representative and his services / facilities in India:

- i. The Foreign Bidder shall include in his offer the name of the person /firm who will be acting as his representative in India in respect of his offer. He shall also indicate the after sales service facilities through his representative in India.
  - ii. Foreign firms quoting directly against the inquiry or through their representatives must specify the servicing facilities in India.
- c. The Bidder should have undertaken in India during last **5 (five) years** period ending last day of month previous to the one in which the bids are invited should be either of the following:
    - i. One order of similar nature of value not less than **Rs. 9,93,70,720** (Rupees Nine Crore Ninety Three Lakh Seventy Thousand Seven Hundred Twenty only) or
    - ii. Two orders of similar nature of value not less than **Rs. 6,21,06,700** (Rupees Six Crore Twenty One Lakh Six Thousand Seven Hundred only) each or
    - iii. Three orders of similar nature of value not less than **Rs. 4,96,85,360** (Rupees Four Crore Ninety Six Lakh Eighty Five Thousand Three Hundred Sixty only) each

**Definition of Similar Works** - Experience of having undertaken Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) works in Metro Railways/ Railways/ Airports /Government /Government undertaking /Semi Government / Govt. Controlled Institutions in India.

It is to be noted that experience of only ACIDS shall be considered and not other components of telecom or otherwise, as the case may be.

OEM should have ACIDS' Proveness certificate of working satisfactorily outside the country of origin (for foreign company), in a Metro Rail/ Suburban Rail/ LRT/ High Speed Rail for at least 17 number of stations or 200 access control rooms.

- d. The Bidder should have at least **5 (five) years'** experience of having successfully completed Access Control & Intrusion Detection System works.
- e. The Bidder should have minimum **average annual turnover** of **Rs. 12,42,13,400** (Rupees Twelve Crores Forty Two Lakh Thirteen Thousand Four Hundred only) in the last 3 (three) Financial Years (**2015-2016, 2016-17, 2017-18**) preceding the Bid Due Date.

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- f. The Manufacturer should have adequate plant and manufacture capacity to manufacture and supply the items offered within the delivery schedule as mentioned in the tender document.
- g. The Manufacturer has established quality control system to monitor quality check at all stages of the manufacturing process.
- h. The Bidder (and the Manufacturer, in case the Bidder is the Representative) should not be black listed /debarred/ declared ineligible for corrupt and fraudulent practices by any government/government-undertaking/ semi-government/ govt. controlled institutions in India and should not have any disciplinary proceedings pending against the Bidder in last 5 (five) financial years.
- i. The Bidder should have positive Net Worth in the last 3 (three) Financial Years preceding Bid Due Date.

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

The Bidder shall also furnish the following:

- a. For above criteria 4.1a
  - i. Statutory proof of existence as the legal entity
- b. For above criteria 4.1b
  - i. Statutory proof of existence as the legal entity
  - ii. Offers are required from the actual manufacturers or Indian representatives in case of foreign manufacturer, who should submit a letter of authority from their Principals as in Form 9: Proforma for Corporation from Manufacturers
  - In case of Indian Representative and his services / facilities in India*
  - iii. The name and address of the Indian representative (with documentary evidence)
  - iv. The precise relationship between the foreign manufacturer /principals and their Indian representative
  - v. The mutual interest which the manufacturer /principal and the Indian representative have in the business of each other
  - vi. Foreign Tenderer has to submit a certificate that bidder is not having any Commission Agent in India and no agency commission will be paid, otherwise it shall be sufficient ground for rejecting of his offer. Indian representative should also mention Income tax permanent account number and certification of registration of OEM and registration of Indian representative.
  - vii. All services namely supply installation, commissioning, training and maintenance (including DLP & CAMC) need to be rendered by the Indian representative.
  - viii. Information in Form No. 10F of Income Tax Act 1961
  - ix. Copy of GST registration
- c. For above criteria 4.1c
  - i. A statement as in Form 4: Work Experience with documentary proof
- d. For above criteria 4.1d
  - i. Proof of at least 5 (five) years' experience

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- ii. Completion certificate for at least one project of Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) during last five years.
- e. For above criteria 4.1 e and 4.1i
  - 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
  - iii. A copy of current valid ITCC (Income Tax)
- f. For above criteria 4.1f and 4.1g
  - i. Form 9: Proforma for Corporation from Manufacturers
  - ii. Quality Control Plan
- g. For above criteria 4.1h
  - i. Form 7: Undertaking

#### 4.2. Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements as per Form 15: Resume of Proposed Personnel:

<b>Personnel requirement</b>				
<b>Phase 1 : Planning to Commissioning of Access Control and Intrusion Detection System (ACIDS)</b>				
	Position	Number of Personnel	Minimum Experience in similar Work	Description
1	Project Manager	1	15	Knowledge and Experience of working in large scale Information & Communication Technology Systems for urban, transportation, electricity, government infrastructure as Team Leader and shall have valid PMP certification
2	Access Control & Intrusion Detection System Designer	1	10	Knowledge and experience of working in Access Control & Intrusion Detection System and must have experience of at least two different systems / industry.
3	Engineers	2	5	Knowledge and experience of working in Access Control & Intrusion Detection System
<b>Phase 2 : Post Commissioning (DLP + CAMC period) of Access Control and Intrusion Detection System (ACIDS)</b>				
1	Operations and Maintenance Engineer	1	3	Knowledge and experience of operations and maintenance of Access Control & Intrusion Detection System (The engineer shall be available 24*7 at the request of NMRC)

The Successful Contractor shall be allowed to replace the above key resources only in special circumstances only with prior approval of NMRC. The new replacement shall have equally or better

qualification & professional capability from the outgoing resource. Moreover, loss of productivity on account of unavailability of key resources will be the responsibility of the Contractor.

#### **4.3. Compliance with Technical Specifications**

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

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

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

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

- a. The Bidder satisfying technical and financial eligibility criteria under Clause 4.1 shall be considered as technically and financially qualified.
- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- c. The Bidder with the lowest quoted price for the Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) + 3 Years CAMC to be supplied at the destination stations of Noida and Greater Noida Metro rail stations and Depot in the financial quote (L1 bidder) shall be selected for the award of contract. The offers received from bidders should indicate the rate of taxes/ duties, etc. as leviable on particular item except GST.

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

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

- a. In the event that two or more responsive bidders have quoted the same price, which is also the lowest one rate offered, then all such bidders will be given an opportunity to revise their financial bid by submitting fresh financial bid, which shall necessarily be lower than the previous bid. The revised sealed financial bid shall be submitted by the date and time as notified to the concerned bidders.
- b. In case, two or more responsive bidders again quote the matching rates in their revised Financial Bids, then the decision shall be taken by MD, NMRC and notified to the concerned Bidders.
- c. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- d. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 15 (fifteen) days from the date of issue of NOA.

- e. No correspondence will be entertained by NMRC from the unsuccessful bidders.

#### **4.7. Notice of Award and Execution of Contract Agreement**

- a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- b. The Selected Bidder shall, within 15 (fifteen) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA.
- c. The Successful Bidder shall execute the Contract Agreement within 45 (forty five) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.
- e. **The Purchaser reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful tenderer. The bidder is bound to accept the increase or decrease in the tendered quantity up to 25% under this clause without any change in unit price.**

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

- a. To fulfil the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit 10% of the value of the price for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favour of NMRC valid for 2 years and 6 months 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. Also the Successful Bidder shall deposit 10% of the value of the CAMC in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favour of NMRC valid for 3 years and 6 months 30 days prior to the commencement of first year of AMC. The expenses to be incurred for the making Performance Bank Guarantee (PBG) shall be borne by the Contractor.
- b. 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.
- c. Failure to submit PBG within timelines will attract LD of 0.5% per week of the total value of contract, subject to maximum of 10%, after which the contract will be deemed to be cancelled.
- d. NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
  - i. 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.
  - ii. 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.



- iii. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- e. Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Contractor Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement.

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

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

Executive Director  
Noida Metro Rail Corporation (NMRC) Limited  
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,  
Noida -201301  
District Gautam Budh Nagar, Uttar Pradesh  
Email: nmrc.afc@gmail.com
- e. No interpretation, revision, or other communication from NMRC regarding this solicitation is valid unless in writing and signed by the competent authority from NMRC.

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

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

#### **4.11. Insurance**

- a. All risk cover like transit storage and insurance (90 days from delivery) shall be arranged by the successful bidder.

- b. In case of imported equipment, the successful bidder needs to get the required waiver certificates/documents if any from the purchaser well in advance. All such benefits arising on ground of waiver of various tax components must be passed to the purchaser.

#### **4.12. Space for Temporary Storage in Noida/ Greater Noida**

- a. In case, if any site is not ready for installation, bidder should make arrangement for temporary storage in Noida/ Greater Noida for a period of 90 days and take necessary action for safeguarding against all possible measures. No additional amount will be paid towards the same.

#### **4.13. Project Financial Terms**

##### **4.13.1. Payment Terms**

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

- a. 10% payment will be made after obtaining consent from NMRC pertaining to detailed design document with required supporting documentation
- b. 55% payment will be made after delivery of the list of requirements quoted in lines with proposed network architecture in Form 16 and Price Schedule on submission of invoice in duplicate, insurance copy (transit plus storage), packing list and any other, if required and due verification by NMRC
- c. 10% payment will be made after submission of documents pertaining to installation and commissioning of Depot
- d. 5% payment will be made after submission of *documents* (as required and mentioned below) pertaining to installation and commissioning of 7 Stations (Sector 71 to Sector 83)
- e. 5% payment will be made after submission of *documents* (as required and mentioned below) pertaining to installation and commissioning of 7 Stations (Sector 137 to Sector 147)
- f. 5% payment will be made after submission of *documents* (as required and mentioned below) pertaining to installation and commissioning of 7 Stations (Sector 148 to Depot Station)

Please Note: *Documents* including but not limited to - Certificate from purchaser/ consignee indicating successful Installation, testing, commissioning, Training of equipment along with necessary operational training to its staff at the site as indicated in NOA is required.

- g. Out of 10% Balance amount:
  - i. 5% will be released at the end of first year of DLP period after deducting if any charges for delay in attending fault, as penalty;
  - ii. 5% will be released at the end of second year of DLP period after deducting if any charges for delay in attending fault, as penalty
- h. Payment of CAMC charges shall be made on quarterly basis at the end of the quarter against the consignee's certificate indicating that firm has successfully maintained the equipment during the claim period.

Payment should be followed strictly as per terms and conditions of Tender Documents and Tax as applicable will be deducted.

##### **4.13.2. Payment Terms**

Payment for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) shall be made by NMRC in (INR) **Indian Rupees** against the documents as mentioned in Clause 4.13.1.

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

These conditions shall be part of the contract agreement.

### **5.1. General Provisions**

#### **5.1.1. Governing law and jurisdiction**

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

#### **5.1.2. Notices**

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

#### **5.1.3. Authorized Representatives**

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

#### **5.1.4. Taxes and Duties**

- a. The Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India, the amount of which is deemed to have been included in the Contract Price.
- b. In the event of exemption or reduction of any Cess /Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to the purchaser.
- c. The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the Contractor's in respect thereof, which may arise.

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

#### **5.2.1. Effectiveness of Contract**

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

#### **5.2.2. Commencement of Services**

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

#### **5.2.3. Expiration of Contract**

Unless terminated earlier pursuant to Clause 5.2.6 hereof, these general conditions shall expire at the end of such time period as given in the time schedule in RFP Document.

#### **5.2.4. Modifications or Variations**

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

#### **5.2.5. Force Majeure**

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

#### **5.2.6. Termination of Contract**

If the contractor fails to deliver, meet timelines or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to his other rights - recover from the Contractor as a penalty a sum equivalent to 0.5 % value of total NOA (contract value) per week subject to maximum of 10%, after which contract will be deemed as cancelled & PBG will be encashed by the Purchaser.

#### **5.2.7. Upon Termination of this Agreement for any reason whatsoever**

- a. The termination of this Agreement shall not release contractor to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

### **5.3. Insolvency and Breach of Contract**

The Purchaser may at any time, issue notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, that is to say –

- a. If the Contractor being an individual or a firm - Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b. If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or

circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

- c. If the contractor commits any breach of the contract not herein specifically provided for
- d. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re purchase.

#### **5.4. Removal of rejected stores**

- a. On rejection of any material/ equipment submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as herein after stipulated, within 10 days of the date of intimation of such rejection.
- b. All rejected material / equipment shall in any event and circumstances remain and always are at the risk of the Contractor immediately on such rejection. If such material / equipment are not removed by the Contractor within the periods aforementioned, the Inspecting Officer/NMRC representatives or its authorized personnel may remove the rejected material/ equipment .The purchaser shall, in addition, be entitled to recover from the Contractor the handling and storage charges on the rejected material / equipment after the expiry of the time-limit mentioned above.

#### **5.5. Delivery**

The Contractor shall be required by the Purchaser to deliver the equipment on Delivery Duty Paid (DDP) basis at Noida and Greater Noida metro rail stations and depot, the quantities of the equipment detailed therein shall be delivered not later than the dates specified in the NOA. The delivery will not be deemed to be complete until and unless the equipment are inspected and accepted by the Inspecting Officer /team of NMRC or its representatives.

##### **5.5.1.Notification of Delivery**

Notification of delivery and dispatch in regard to each and every installment shall be made to the Purchaser immediately on dispatch and delivery. The tracking number of transport mode along with necessary details for tracking of the dispatched equipment's needs to be communicated to the purchaser on every dispatch.

##### **5.5.2.Time for delivery**

The time and date specified in the contract or as extended for the delivery of the Equipment shall be deemed to be the essence of the contract and delivery must be completed not later than the dates so specified or extended by Purchaser.

##### **5.5.3.Progress of Deliveries**

The contractor shall allow reasonable facilities and free access to his works and records to the inspecting officer; progress officer or such other officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

##### **5.5.4.Progress of Deliveries**

The purchaser may extend the timeline for delivery of material / equipment (at one or more locations) at his own discretion due to the reasons which may be beyond the control of purchaser. The price quoted shall remain same even in case of extended delivery time line. However in case of extended delivery, the DLP and CAMC period calculation will be done as per the acceptance certificate issued by the purchaser.

## **5.6. Obligations of the Contractor**

- a. The Contractor/Bidder shall Design, Manufacture, Supply, Install, Integrate, Test and Commission Access Control and Intrusion Detection System (ACIDS) and carry out defect liability period (DLP) and Comprehensive Annual Maintenance contract (CAMC) obligation (including associated purchases) with due care and diligence in accordance with the Contract.
- b. The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Purchaser. The Contractor acknowledges that any failure, to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.
- c. The Contractor shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.
- d. **Conflict of Interests:** The Contractor shall hold the Corporation's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- e. **Confidentiality:** Except with the prior written consent of the Corporation, the Contractor shall not at any time communicate to any person or entity any information acquired in the course of the Services. The Contractor shall not use such documents, data and other information received from the Purchaser for any purpose other than the design, procurement of Equipment, construction or such other work and services as are required for the performance of the Contract. This clause shall survive even after expiry of this contract.
- f. If any damages / loss / theft etc. occurs in the Station premise / area under supervision due to personnel's negligence / failure during the course of duty or otherwise the same shall be the sole responsibility of the Contractor and necessary compensation shall be paid by the Contractor to NMRC as per the actual cost assessed by NMRC.
- g. The Contractor shall ensure full compliance with various Tax Laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements, evidencing filing of returns every year and shall keep NMRC fully indemnified against liability of tax, interest, penalty etc. of the contract in respect thereof, which may arise.
- h. **Cooperation:** The Contractor shall, as specified in the Contract or as instructed by NMRC, allow appropriate opportunities for carrying out work to the Employer's Personnel, any other contractors employed by the Employer, and the personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.
- i. **Safety Procedures:** The Contractor shall:
  - i. comply with all applicable safety regulations,
  - ii. take care for the safety of all persons entitled to be on the Site,
  - iii. use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to persons, and

- iv. provide fencing, lighting, guarding and watching of the Works until completion and taking over
- j. **Equipment**  
The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of Inspecting Officer / NMRC. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.
- k. **Engagement of Staff and Labour**  
Except as otherwise stated in the Specification, the Contractor shall ensure/ make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience.
- l. **Rates of Wages and Conditions of Labour**  
The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.
- m. **Health and Safety**  
The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel.

## **5.7. Packaging and Marking**

### **5.7.1. Packaging**

- a. The Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works.
- b. The Contractor shall pack at his own cost the material / equipment sufficiently and properly for transit by rail/road, air and/or sea so as to ensure their being free from loss or damage
- c. The Contractor shall give notice to the NMRC whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport.

### **5.7.2. Marking**

- a. The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to merchandise marks or any amendment thereof and the rules made there under.
- b. The following particulars should be stenciled with indelible paint on all the materials/packages:-
  - i. Contract No.
  - ii. Location (Station Name / Depot as applicable)
  - iii. Purchaser Name & logo
- c. In addition to the marking as specified above, distinguish color marks should be given so as to distinguish the ultimate Consignees in India

## **5.8. Obligations of Corporation**

NMRC agrees to provide support to the Contractor and undertake to observe, comply with and perform, subject to and in accordance with the provisions of the Agreement and the Applicable Laws.

### **5.8.1. Assistance and Exemptions**

The Corporation shall use its best efforts to ensure that it shall provide the Contractor such assistance as reasonably required for delivering the services.

## **5.9. Consignee's Right of Rejection**

Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion of consignment thereof within 45 days after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

## **5.10. Responsibility for Completeness**

- a. Any fittings or accessories which may not be specifically mentioned in the specifications but which are useful or necessary are to be provided by the Contractor without extra charge, and the bidder must meet the operational requirement at the place of delivery.
- b. The work (on turn-key basis) shall be performed at the stations specified in the NOA.
- c. All the charges incurred towards man-powers, materials, laying of cables, transportation, making the equipment operational etc. at the place of delivery shall be borne by the Successful Bidder.

## **5.11. Good Faith**

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

## **5.12. Fraud and Corrupt Practices**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract Agreement, NMRC may reject a Bid, withdraw the NOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMRC shall be entitled to forfeit & appropriate Bid Security or Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under Bidding Documents and/ or Contract Agreement, or otherwise.
- b. Without prejudice to the rights of NMRC under Clause 5.12a hereinabove and the rights and remedies which NMRC may have under the NOA or the Contract Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by NMRC to have directly or indirectly or



through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Contract Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by NMRC during a period of 3 (three) years from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
  - i. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - iii. “collusive practices” means a scheme or arrangement between the Contractor, with or without the knowledge of the authority, designed to establish prices at artificial, non-competitive levels;
  - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
- d. Measures to be taken:
  - i. The Corporation shall have right to cancel the engagement of the Contractor, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

### **5.13. Settlement of Disputes**

#### **5.13.1. Amicable Settlement**

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

#### **5.13.2. Arbitration**

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

#### **5.13.3. Jurisdiction**

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

#### **5.13.4. Cost**

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

#### **5.13.5. Suspension of Work on Account of Arbitration**

There should be no impact on the ongoing supply, installation, testing, commissioning, maintenance, operational requirement of Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) along with training to the staff of the purchased in case the matter is referred to Arbitration.

#### **5.14. Determination or Rescission of Agreement**

NMRC without any prejudice to its right against the Contractor in respect of any delay by notice in writing absolutely determines the contract in any of the following cases:

- a. If the Contractor being a firm/company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make up a winding order.
- b. If the Contractor is in breach of any of terms of Agreement
- c. When the Contractor has made himself liable for action under any of the cases aforesaid the Corporation shall have powers:
  - i. To determine or rescind the Agreement
  - ii. To engage another Contractor to carry out the balance work debiting the Contractor the excess amount if any so spent

#### **5.15. General Indemnity**

The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Bidder shall at all times indemnify the Purchaser against all claims which may be made in respect of the equipment for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against purchaser, the Purchaser shall notify the bidder of the same and the bidder shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

The bidder shall return all such property and shall be responsible for the full value thereof to be accessed by the Purchaser whose decision shall be final and binding on the bidder. The bidder shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the bidder, his servants, workmen or agents.

#### **5.16. Miscellaneous Conditions of Contract**

- a. By submitting the Proposal, the Bidder agrees to all the points explicitly included in the scope of work and services & all other terms & conditions mentioned in the RFP.
- b. While discharging the assigned Works, the Bidder shall follow all applicable Acts, rules and regulations with regard to manpower and services. It shall also follow the instructions issued by NMRC from time to time. The Bidder shall also keep in mind all applicable rules and regulations of NMRC in force. NMRC will be free to take action against the Bidder for violating the same.
- c. The Bidder shall be responsible for all risks involved, liabilities and obligations arising out of this contract under any provisions of law in force from time to time.
- d. The Bidder shall be responsible for proper conduct of its personnel in NMRC's premises. In case of any damage/loss/theft etc. to the property of NMRC or due to forgery or any damage to the reputation of NMRC which is caused by the personnel deployed by the Bidder, the Bidder will be liable to make good the loss on the basis of the value of the property/damages on account of loss

of reputation as determined by NMRC. The same shall be deposited by the Bidder with NMRC or could be recovered from the PBG due to the Bidder.

- e. NMRC shall not be responsible for any financial or other injury to any person deployed by service providing Bidder in the course of their performing the functions/duties, or for payment towards any compensation.
- f. Any change in the constitution of the Bidder will be notified by the Bidder in writing to the Corporation and such changes shall not discharge former office bearer/ member(s) of the Bidder from any liability under the Contract. No new partner(s)/ member(s) will be accepted in the Bidder in respect of the Contract unless he/she/they agree to abide by all its terms and conditions and submit an agreement to this effect in writing to the Corporation.
- g. The Bidder shall also be responsible for liaison with all the statutory and public bodies, ensuring timely payment of all dues and applicable taxes to concerned authorities, keeping all the NOC and necessary permits duly validated at all times and initiating prompt action for renewal of the same.

## **6. Section 6: Special Conditions of Contract (SCC)**

### **6.1. Conditions Governing the Contract**

The special conditions of contract contained herein shall be supplemented to the general conditions of the contract and in event of any conflict or inconsistency between them; Special conditions of the contract will supersede the General conditions of the contract.

### **6.2. Scope for Work**

The work (on turn-key basis) covered in the tender includes Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) at various metro stations and depot- Comprehensive Annual Maintenance Contract (CAMC) for 3 (three) years after expiry of DLP (Defect Liability Period) of 2 (Two) Years from the date of commissioning. However, an extension of another 2 (Two) years can be given for CAMC on the conditions as decided by NMRC.

- a. Original Equipment Manufacturers (OEM/OEMs) or its authorized representative must have office in India. The address and contact details shall be submitted for verification.
- b. All software and firmware upgrades for the system as applicable shall be free of cost for a period of five years.

### **6.3. Maintenance**

The contractor shall have a dedicated personnel as mentioned in the RFP for a period of first 2 Years (24 Months) of DLP period from the date of issue of acceptance certificate for the system/sub-system and 3 Years (36 Months) of CAMC. The services shall be available as and when required by the NMRC representative. The contractor shall ensure that the NMRC personnel are fully acquainted, trained and familiar with detailed procedure to be followed for proper testing, troubleshooting and satisfactory maintenance of the systems and sub-systems. In this period of maintenance any defect noticed in the design /manufacturing of the systems shall be attended to promptly and take necessary remedial measure, to replace the defective part free of cost and rectify the system design/manufacturing defect. During this period the contractor should deploy the skilled staff for maintaining all the equipment in good working conditions like cleaning of the system, checking log entry in the server and security of the network etc. CAMC works include repair and replacement of defective hardware and software, any future software or firmware up gradation equipment, systems and sub-systems and without any cost of spares.

### **6.4. Materials**

- a. Materials to be supplied by the contractor for execution of the work are indicated in schedule. The contractor shall take delivery of the materials to metro Stations and depot as specified in the NOA. However any other material not specifically mentioned herewith but is required for supply, testing, commissioning, and training shall be provided by the bidder at his own cost.
- b. The contractor will, however, have to procure all the tools and plants required for executing the labour portion of the work and before the actual commencement of the work the contractor will satisfy the NMRC that he has procured all the necessary tools plants required of the quality. The contractor shall engage his own labour and supervisor for the execution of the covered in the contract.
- c. The contractor shall supply all the materials as mentioned in schedule and transport the equipment to the work site at his own cost

### **6.5. Use of Technical Terms and Conditions**

Definition of technical terms and symbols used in circuit shall be as per Indian standard specification and where such specifications are not available; they should be of British standard specifications.

#### **6.6. Warranty / Defect Liability Period (DLP)**

The contractor shall warranty that everything to be furnished under this contract shall be free from defects and faults in design, materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples, if any and shall if operable, operate properly. This warranty shall commence from the date of issue of acceptance certificate of the installation. It shall be 2 (two) Years from the date of issue of acceptance certificate. The contractor's liability in respect of any complaints/defect and/or claims shall be limited to the furnished and installation of replacement parts free of any charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship of materials or design in the manufacture of the equipment, or wear and tear during normal use, provided that the defects are brought to the notice of the contractor within the warranty period. All replacement and repairs at the NMRC shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor promptly and satisfactorily. If the contractor desires, the replaced parts can be taken over by them for disposal as they deem fit within period of one month from the date of replacement. At the expiry of this period, no claim whatsoever shall be on the NMRC.

#### **6.7. During Warranty and AMC**

The contractor has to maintain **minimum 10% of the spare parts** of the hardware supplied to NMRC as on-site spares in Noida/ Greater Noida for immediate replacement during failures at the tenderer's cost to reduce the downtime. The defective parts should be replaced at the earliest in the interest of the contractor to avoid penalty for down time in case of system fails. If the repair is expected to take long time, the contractor must provide a temporary spare from his stock, till they are able to return the original after repairs.

#### **6.8. Tenderer's Drawing and Specification**

Tenderer shall furnish with his tender, technical specifications and pamphlets, drawings or reference for all the equipment to be supplied for the contract.

#### **6.9. Supply to Materials to Specifications**

All the materials and equipment to be supplied and used for execution of work shall be of Industrial grade. The tenderer has to load, unload and transport the same to the worksite at his own cost. No additional amount will be paid by NMRC.

#### **6.10. Inspection**

The bidder is required to furnish necessary documents / certificates duly approved by accredited laboratories/ agencies to support the following inspection test undertaken during manufacturing and prior to delivery as mentioned in Technical Specification and in the SCC of the Tender document. The documents /certificates are to be submitted by the bidder in the technical bid. All cost towards inspection will be borne by the bidder.

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Inspecting Officer/ NMRC may reject the Plant, Materials or workmanship. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract within the stipulated period of delivery.

#### **6.11. Tenderer's Responsibility**

All costs, damages and expenses which the Noida Metro Rail Corporation may have incurred or suffered and which are recoverable from the contractor under the terms of this contract or the relevant law may, at the discretion of the Noida Metro Rail Corporation be recovered by deducting the requisite amounts from any moneys due and payable or refundable to the contractor on any account whatsoever or by legal proceedings. The Noida Metro Rail Corporation also reserves the right and shall be entitled to retain payments due to the contractor under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatsoever against the contractor.

#### **6.12. Factory Acceptance Test**

A team of NMRC shall visit the factory where the equipment are manufactured and shall conduct various tests related to equipment performance and shall give clearance for dispatch of equipment to NMRC Stations and Depot.

The cost of such visit shall be borne by NMRC. However, if the FAT fails, then the cost for next subsequent visits (Air Travel, Lodging, Miscellaneous, etc.) shall be borne by the Contractor.

#### **6.13. Acceptance Tests**

- a. Immediately after the completion of the work at each station and depot the contractor shall certify and advise the purchaser in writing that the installation is:
  - i. Complete
  - ii. Ready for satisfactory commercial service and
  - iii. Ready to be handed over
- b. Any component, modules, sub-assemblies or equipment failing during the commissioning test shall be replaced/repared free of cost by tenderer.
- c. NMRC shall issue an Acceptance certificate for successful commissioning of section covering all materials and services after the final acceptance test as per the approved test procedure have been completed and the performance has been found to meet the specifications. NMRC decision in this respect shall be final. The Acceptance Certificate shall be signed by both the parties. The period of maintenance (DLP) of works shall commence from the date of issue of Acceptance Certificate.
- d. After the work has been completed & placed in service and Acceptance certificate issued by NMRC, the contractor shall be responsible for proper maintenance supervision of the work for a period of 2 (Two) years from the date of commissioning. For this purpose he shall prepare a maintenance plan and make available the services of qualified maintenance engineer stationed at the location approved by NMRC who will guide and supervise the work of maintenance staff. The maintenance engineer of the tenderer will visit the total installation at least once in a month.
- e. During this period of maintenance supervision if any lacuna is noticed in the functioning, as a result of any work, the contractor will rectify the same free of cost. During such rectification if any faulty equipment/modules need replacement or repair, they shall be provided by the contractor from the set of equipment or modules that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract.

#### **6.14. Comprehensive Annual Maintenance Contract**

The tenderer to ensure CAMC for 03 (three) years after DLP period of 02 (two) years including Hardware and software consumables, spares etc. However, an extension of another 2 (Two) years can be given for CAMC on the conditions as decided by NMRC.

#### **6.15. Scope of Comprehensive Annual Maintenance Contract**

Preventive Maintenance service ONCE in 3 months (quarter), this will include-

- a. Detailed software check
- b. Detailed hardware check
- c. Analysis of Alarms logs, Event logs and System Performance and taking corrective action.
- d. Corrective Maintenance of the complete System including software for the problem experienced and as reported by NMRC representative including defects, immediate replacement of faulty units of any type. The replacement units shall become the property of the "NMRC".
- e. The contractor must attend the complaints (24X7 hrs ) and address them.
- f. Maintenance service covered under CAMC.
- g. The Work shall be attended as early as possible from the instant information is given by NMRC representative by Phone /Fax/Email.
- h. Complete hardware and software support to be extended by the contractor.
- i. Carrying out any software changes
- j. A log book will be maintained by the NMRC representatives in which day to day failures and problems notice will be entered and informed to the contractor giving date and time. The contractor's Engineer/ representative has to fill up the log book as per schedule maintenance checkup giving the details as well as corrective measures taken by the contractors engineer with date and time in the informed failure.
- k. Trained and supervisory NMRC staff shall be permitted to minor urgent changes if required for which suitable log will be maintained by NMRC staff.
- l. The firm should specify the name, contact number and address of the service personnel responsible for providing the Comprehensive Annual Maintenance service contract.
- m. In addition to the preventive maintenance, the contractor shall attend break down calls whenever emergency arises and there will be no limit for such calls. All the tools and testing instruments required for checking testing and attending to routine maintenance and breakdowns shall be arranged by the contractor.
- n. All the tools and testing instruments etc. required for checking testing and attending to routine maintenance and breakdowns shall be arranged by the successful bidder.
- o. The contractor's staff will carry the routine spares required for preventive maintenance to ensure minimum down time without any additional cost. In addition to those spares contractor will also arrange other spares if required without any additional charges.
- p. In case of major repairs necessitating removal of the equipment to the contractor's service center, the system or its parts are reinstalled at the owner's premises after repairing the set in working condition.

- q. If the repair time is likely to exceed 24 hrs, then the contractor will provide a standby equipment (as required) at contractors cost.
- r. The contractor shall depute only competent and efficient staff for routine maintenance as well as the break downs.
- s. The Contractor shall furnish to the NMRC the Name, Addresses and Telephone number of the Engineers responsible for the maintenance work. Name and telephone Number of Engineer who can be contacted after office hours and Sunday/Holydays shall also be furnished to the NMRC. Contractor shall provide identification to their Engineers and staff authorized to attend the maintenance work so as to facilitate verification by representative of NMRC.
- t. Communication handed over to the contractor's personal at site / office shall deem to have reached their office.
- u. At the end of each major break down repair, contractor's Engineers should prepare a service report and submit the same to the office of the authorized NMRC person concerned.
- v. The tender shall also certify that the installation is done in accordance with the installation specified by the OEM/OEMs.
- w. Only the engineering/technician trained and certified by the OEM/OEMs shall carry out the installation and commissioning for Equipment.

#### **6.16. GST on CAMC**

GST as per prevailing rates shall be applicable.

#### **6.17. Penalty Clause of CAMC**

- a. Penalty Clause of CAMC- Fault in equipment/ system shall be attended within two hours of reporting. The rectification time shall never exceed 24 hours. In case of delay of more than 24 hours, 0.5% of the value of the CAMC per equipment / system will be levied for every 24 hours of delay in rectification of equipment / system during CAMC period. Down time shall be reckoned from the time of intimation of failure to the firm.

#### **6.18. Payment on Comprehensive Annual Maintenance Contract**

Payment for one fourth of the total Annual Maintenance Contract value for one year including GST shall be made after successful completion of the work for each quarter duly certified by the authorized representative of the NMRC. Payment shall be made on presentation of the following documents:

- a. Certificate of satisfactory Maintenance of each quarter preceding the date of submission of Invoice to be given by the authorized NMRC representative.
- b. Invoice in Triplicate in showing the rate and the period for which CAMC charges are claimed.

#### **6.19. Timelines**

<b>S.No.</b>	<b>Description</b>	<b>Target Date</b>
1	Preparation of Detailed Design Document and Obtain consent from NMRC	Within 2 weeks from the date of NOA
2	Delivery of required material	Within 8 weeks from the date of NOA
3	Installation and Commissioning at Depot	Within 16 weeks from the date of NOA
4	Installation and Commissioning of 7 Stations (Sector 71 to Sector 83)	Within 18 weeks from the date of NOA
5	Installation and Commissioning of 7 Stations (Sector 137 to Sector 147)	Within 20 weeks from the date of NOA



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<b>S.No.</b>	<b>Description</b>	<b>Target Date</b>
6	Installation and Commissioning of 7 Stations (Sector 148 to Depot Station)	Within 22 weeks from the date of NOA

## **7. Section 7: Technical Specifications**

### **7.1. Scope and Purpose**

This Specification covers the design, manufacturing, delivery, installation, testing, commissioning and support for Access Control & Intrusion Detection System to be supplied under this Tender, as described as detailed. It is to be noted that guidelines of Ministry of Home Affairs pertaining to Access Control System and Intrusion Detection shall be adhered to.

### **7.2. Relevant Codes and Specifications**

The ACID system and its constituent parts shall comply with the relevant latest version of all the standards like UL Standards (Underwriters Laboratory) and British Standards, International Electromechanical Commission (IEC) standards, International Organization for Specification (ISO) Standards, European Standard (EN) etc. as per table listed below.

Safety of information technology equipment.	BS EN 60950-1:2006+A2:2013 or CISPR22
Electromagnetic compatibility Testing and measurement techniques for components of fire, intruder, hold up, access control and social alarm systems	EN 50130-4, IEC 61000-4, EN 61000-4, IEC 1000-4-11, EN61000-4-11, IEC 1000-4-2, EN 61000-4-2, IEC 1000-4-3, EN61000-4-3, ENV 50140/240, IEC 1000-4-6, EN61000-4-6, ENV 50141, IEC 1000-4-5, EN61000-4-5, IEC 1000-3-3, EN61000-3-3
RFI Suppression, Radio disturbance characteristics of Alarm Systems	EN55022A or VDE 0878
Flammability Tests	IEC 60695-11-3
Quality	ISO 9001 2008
Access to or the use of a devices by electrical, electronic or mechanical control unit	UL294

### **7.3. Scope of work**

The scope of the works includes but not limited to design, design coordination with other Contractors, design submission, design approval, supply, manufacture, FAT inspection, packing, shipping, transportation, storage, delivery, handling, insurance, installation, interfacing, interfacing with other project contractors and interface design submission, integration with other systems, testing at Site & commissioning, Integrated testing with Other Project Contractors, maintenance support, spares, special tools, test equipment, training, Maintenance supervision assistance, documentation and providing DLP warranty (Defect Liability Period) for the entire ACIDS systems.

### **7.4. Scope of Services**

The supply shall include all necessary hardware, software, firmware, accessories, materials and documentation. The detailed requirements are mentioned in Appendix 2: Schedule of Requirement.

Contract Scope of Services to be performed by the Contractor shall include, but not be limited to, the following:

- a. Training for Employer's Training Instructors, operations staff, maintenance staff and engineering staff – **25 hours**
- b. Recommendation and provision of spares, tools and test equipment.
- c. Quality and safety management.
- d. Prototypes, mock-ups, emulation and simulation as required.
- e. Project management of the implementation of the System.
- f. Presentations, reviews and audit support as specified in the Specification.
- g. Preparation and submission of documentation.
- h. Overall site supervision and management.
- i. Operation and maintenance support services.
- j. Manpower resources.
- k. Main earth extension from Earthling strip in TER to Rack
- l. Design, Supply and Installation of Base Frame, False Floor & under False Floor Cable Trays with required risers for wall mounted units in TER of Stations/Depot and under false floor cable trays in SCR.
- m. Design, manufacture, delivery, system assurance, installation, testing and commissioning of ACID system.
- n. Decommissioning, removal and disposal of Temporary Works.
- o. Clean earth extension from Earthling strip up to TER / UPS will be done.

#### **7.5. Employer's Facilities**

The contractor shall submit to the employer's representative details and notice of intention to use any of the Employer's facilities like works area and the period of usage. The Contractor shall note that the works areas may have to be relocated from time to time to suit the requirements of the Employer.

#### **7.6. Availability Requirements**

The Contractor shall submit calculations with reliability block diagrams for each sub-system to demonstrate the compliance with required availability figures. The availability calculation shall take all possible failure modes into consideration. The calculation shall be based on the Contract submitted equipment MTBF figures, MTTR figures and the configuration of each sub-system. The Contractor shall predict the system failure rate or MTBF figures of each sub-system from the availability calculations. Equipment duplication, hot-standby protection, parallel-run, path diversity, etc. shall be adopted whenever necessary and appropriate to meet the required availability.

Error detection and correction mechanism shall be included in the communication links as appropriate depending on the nature and functional criticality of the data conveyed. Switchover between redundant equipment, or between redundant routings, shall occur automatically and immediately upon failure and shall be transparent to the users. Toggling in switchovers shall be prevented.

#### **7.7. Functional and Technical Requirements**

##### **7.7.1. Access Control**

The Contractor shall design the ACIDS

- a. To restrict entry at sensitive rooms and areas to authorized personnel
- b. To automatic staff attendance logging for user selectable access control points and export in a non-proprietary format to HR management software for accounting
- c. To provide access control point for exit for automatic staff attendance logging

- d. To allow NMRC staff access through AFC gates on station concourses
- e. To provide access control management function of issuing staff access cards
- f. To provide access control management function of photo on staff access cards
- g. To provide access control management function of blacklisting access cards
- h. To provide access control management function of replacing access cards
- i. To provide access control management function of updating access cards
- j. To provide access control management function of issuing and retrieving temporary access cards for staff, visitors and contractors
- k. To provide access control management function of assigning particular access by staff duty such as station security, etc.
- l. To provide access control management function of producing reports
- m. To provide intrusion detection from access card reader of multiple failed attempts
- n. To provide on-demand printed log of authorized entries
- o. To cause a recorded video at access control points with CCTV camera coverage from the CCTV system.
- p. To provide biometric readers (fingerprint) for automatic staff attendance logging at Station & depot building at locations to be determined later in the design.

#### **7.7.2. Intrusion Detection**

The Contractor shall design the ACIDS

- a. To provide intrusion alarm detection of open equipment room door
- b. To provide intrusion alarm detection of open ground floor depot door
- c. To provide intrusion detection for gates of all perimeter fences of Depot and to provide reliable motion detection of any person.
- d. To provide a retrievable data log of intrusion detection points by location, type of detection, time/date and location
- e. To cause a CCTV System recorded video at detection points with CCTV camera coverage if provided by CCTV System
- f. To provide a user created calendar-time-of-day schedule of when each intrusion detector causes an alarm
- g. To provide a user created alarm priority schedule for at least three priorities, for example, 1) can be ignored for now 2) must be repaired but does not affect revenue service 3) critical-must be repaired immediately-affects revenue service
- h. To provide intrusion detection alarms from stations to alert operators in SCR, OCC, BCC and NMRC Security Room
- i. To provide intrusion detection alarms at the depot to alert operator in OCC and NMRC Security Room
- j. For all doors with access control card reader, provide door-open / door-closed status to workstations and adjacent Annunciator panels
- k. For all doors with access control card reader, provide locked / unlocked status to workstations and Annunciator panels
- l. To provide door-open / door-closed indication of roll down/doors at station entrances, stations
- m. To provide door-open alarm of roll down/doors at station entrances & stations

#### **7.7.3. ACIDS Workstations**

- a. The purposes of the access control workstations are
  - i. Issuing staff access cards

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- ii. Photo on staff access cards
  - iii. Blacklisting access cards
  - iv. Replacing access cards
  - v. Updating access cards
  - vi. Issuing and retrieving temporary access cards for staff, visitors and contractors
  - vii. Partitioning access by staff duty
  - viii. Producing reports
  - ix. Select information for log printing of authorized entries and exits remotely opening and locking CSC equipped reader door locks with user selectable workstations, user selectable doors with access control system administrative permission
- b. Locations of Access Control Workstations
- i. Depot OCC for alarm management
  - ii. Depot OCC for cardholder enrollment, blacklisting management etc.
  - iii. SCR rooms
- c. For movable desktop devices served with LAN cable, the LAN cable shall be stranded patch cord type.
- d. Workstations shall be supplied with one monitor.
- e. The Contractor shall design (KVM) extenders with headphone jack for Access Control workstations to
- i. Prevent unauthorized DVD, USB, SD card, etc. connections by operator to a NMRC subsystem workstation.
  - ii. Provide a neat uncluttered appearance of the workstation operator area by placing the actual workstation in the TERs and CER.
- f. The Contractor shall design each Access Control workstation using a PC, rack mounted, in a telecom equipment room, connected to a KVM extender.
- g. The Contractor shall design the ACS Graphical User Interface (GUI) for the ACIDS workstations using two screens showing ACIDS equipment locations on representations of architectural station layouts and depot area layouts. The purpose of the GUI is to provide the workstation operator with
- i. Rapid location of each access control entry
  - ii. Rapid indication of each access control status - in service/disabled/malfunction
  - iii. Rapid selection of each access control entry point by pointing device for additional information
  - iv. Rapid selection of other ACIDS screens
  - v. Menu of selectable access control data for log printing and selection of printer
- h. Intrusion Detection Workstations and Annunciator Panels
- i. The purposes of the intrusion detection are
- i. To provide each Station Controller in SCR with intrusion alarms for that station
  - ii. To provide each Station Security room with intrusion alarms for that station.
  - iii. To provide NMRC Security Rooms in Depot with intrusion alarms anywhere within NMRC
  - iv. To provide OCC Manager with intrusion alarms anywhere within NMRC
  - v. To provide BCC Manager with intrusion alarms anywhere within NMRC
  - vi. To arm door open sensors by schedule or manually to provide intrusion alarm
- j. Locations of Intrusion Detection Annunciator Panels
- i. Station Controller in the Station Control Room (SCR) for station areas only

- ii. Depot Administration Building Lobby Reception for depot areas only
- k. The Contractor shall design the IDS Graphical User Interface (GUI) for the ACIDS workstations using multiple screens showing ACIDS equipment locations on representations of architectural station layouts and depot area layouts. The purpose of the GUI is to provide the workstation operator with
  - i. Rapid location of each intrusion detection sensor
  - ii. Rapid indication of each intrusion sensor status - armed/alerting/disabled/malfunction
  - iii. Rapid selection of each intrusion detection sensor by pointing device for settings and additional information
  - iv. Rapid selection of other ACIDS screens
  - v. Menu of selectable intrusion detection data for log printing and selection of printer
- l. ACIDS workstations requiring access control functions and intrusion detection functions shall be combined into one operator workstation with one monitor, one keyboard and one pointing device.
- m. Locations of ACIDS workstations and Annunciator panels are tentative and shall be defined.

#### **7.7.4. ACIDS Design Requirements**

- a. The Contractor shall design the ACIDS so that the database(s) at the OCC are continually updated at the BCC during OCC operations. System should work in standalone mode in case of server or network failure for station and Depot level failover mode over IP controller.
- b. The Contractor shall design the ACIDS equipment with a unique keyed lock equipment cabinet(s) for server equipment located in the TER.
- c. The Contractor shall design the ACIDS with a RAM study by the Contractor including calculation of availability for each end-to-end link considering the MTBF of each component and MTTR. The RAM study will be in accordance with the Availability Plan, the Reliability Plan and the Maintainability Plan.
- d. The Contractor shall design the ACIDS with an availability of 99.977% assuming a mean-time-to-restore of 1-hour.
- e. The Contractor shall design the ACIDS for electromagnetic and electrostatic compatibility with the Rolling Stock equipment.
- f. The Contractor shall design the ACIDS coordinated with stations finish works for fitting of door position sensors, electric door lock releases and CSC readers
- g. The Contractor shall design the ACIDS coordinated with depot finish works for fitting of door position sensors, electric door lock releases and CSC readers.
- h. The Contractor shall design the ACIDS with one server in the OCC and the back-up server in the BCC.
- i. The Contractor shall design the ACIDS for a service life of 10 years with recommended maintenance. Contractor shall design the ACIDS with IP addressing and VLAN assignments.
- j. The Contractor shall design the ACIDS with electronic items, cables and cable connectors, CSC readers IP67 rated and operating temperature up to 60°C, 85% RH. CSC readers shall be metal mounting compatible.
- k. At entries with access card controllers, the controllers shall be compliant with UL294 Edition-6 Standard for Access Control System Units and in compliance with UL294B Edition-1 Standard for Power over Ethernet (PoE) Power Sources for Access Control Systems and Equipment.
- l. All components of the ACIDS shall be vibration proof and ruggedized for the installation location.
- m. Software Acceptance, software should have some standard certification Indian or Global to make sure level of software is standard structure suitable to be used for critical applications as software has to be integrated with other subsystems & should be capable of working in situation like evacuation, fire ,digester etc.

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- n. Circuit Protection to be certified for operating of a security system. Global or Indian equivalent certification shall be applicable.
- o. System to have certification against fire safety as access control system will be controlling all critical entry & exit door which has to operate in case of emergency like fire. Global or Indian equivalent certification shall be applicable.
- p. The offered Access Control & Intrusion Software, access controllers & ruggedized readers should be from the same OEM to ensure seamless integration and single point of contact and ownership.
- q. ACID System should be cyber security compliant with 256 bit encryption.
- r. The Contractor shall design the ACIDS with the capability to export user selected data in csv or xlsx format.
- s. The Preliminary Design Submittal shall include
  - i. Preliminary description of ACIDS workstation application software including GUI screens with functions
  - ii. Preliminary block diagram showing access control at all depot locations
  - iii. Preliminary block diagram showing intrusion detection at all depot locations
  - iv. Preliminary block diagram showing access control at a typical station
  - v. Manufacturer's data sheet for access card reader showing all available functions
  - vi. User instructions printing photo on access card
  - vii. Preliminary drawing with intrusion detection methods for depot perimeter including station
  - viii. Preliminary drawing or description showing wiring and installation method of electric door strikes
  - ix. Preliminary drawing or description showing wiring and installation method of ordinary door open sensors
  - x. Preliminary drawing or description showing wiring and installation method of platform end door open sensors
  - xi. Typical list of intrusion detections with time/date/location stamp to appear on IDS logging printer
  - xii. Preliminary details of interface to CCTV for providing an automatic view of user selected intrusion sensors
  - xiii. Preliminary details of interface to FRS for reporting ACIDS NMS faults
  - xiv. Manufacturer's data sheet for logging printer
  - xv. Preliminary list of Workshop Training Equipment
  - xvi. The recommended spares with MTBF of each required to maintain the specified availability for service life of the ACIDS.
  - xvii. Preliminary outline of topics, maximum class size and estimated hours of out-of-country training for NMRC maintenance personnel.
  - xviii. Preliminary outline of topics, maximum class size and estimated hours of in-country training for NMRC maintenance personnel.

**7.7.5. ACID Printers**

- a. Logging Printer
- b. One logging printer shall be provided at Depot OCC
- c. The logging printer shall be dot-matrix type equipped with a paper holder for fan-fold continuous feed A3 and A4 size paper.

**7.7.6. Access Control Design Requirements**

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- a. The Contractor shall design the access control system to use ISO/IEC 14443 access cards and allow staff access through the gates.
- b. The Contractor shall design the access control system to provide a ruggedized CSC reader at exterior side of equipment room doors requiring restricted access, entrance to technical/staff area.
- c. All readers shall provide a visual or audible indication that the credentials are recognized.
- d. The maximum interval of time between the recognition of a valid credential and the unlocking of a portal shall not exceed 10 seconds.
- e. The Contractor shall design the access control system to provide a ruggedized CSC reader at exterior side of building doors requiring restricted access.
- f. The Contractor shall design the access control system with an exit unlock button on the secure side of doors for exit.
- g. The Contractor shall design the access control system with a proprietary override key in or near the CSC reader that will allow room entry in event of complete failure of the access control system.
- h. The Contractor shall design the access control system to provide a command to the CCTV System to provide a view and recording of all activated exterior access control readers if a CCTV camera has coverage.
- i. The Contractor shall design the access control system to import a NMRC-provided spreadsheet of employee names, employee numbers, department, etc., to create access cards and to populate the access control database.
- j. The Contractor shall design the access control system so that all card readers are hard-wired and do not use Wi-Fi.
- k. The Contractor shall design the access control system with electric strikes compatible with the doors in stations.
- l. The Contractor shall design the access control system with electric strikes compatible with the doors in depot buildings.
- m. The Contractor shall design the access control system with card readers capable of periodically and automatically downloading data of authorized cards and black listed cards and can function during failure of communications to the access control server.
- n. The Contractor shall design an access control point at the following locations:
  - i. Signaling Equipment Room (SER)
  - ii. Telecom Equipment Room
  - iii. UPS equipment room
  - iv. Station Control Room (SCR)
  - v. Security Control Room
  - vi. Operations Control Centre (OCC)
  - vii. Backup Control Centre (BCC)
  - viii. Depot Control Centre (DCC) & other doors
  - ix. All other locations requested by NMRC during the detailed design

**7.7.7. Intrusion Detection Design Requirements**

- a. The Contractor shall design the intrusion detection system to provide a stations door-open alarm to the SCR and SSO of the station, to the OCC and BCC and to the NMRC Security Room.
- b. The Contractor shall design the intrusion detection system to provide power fence alarm zone wise over the perimeter wall of NMRC depot to the OCC and BCC and to the NMRC Security Room.
- c. The electrified security fence controllers shall be designed to meet security requirement & shall comply with standards EN60335-2-76 & BS 1722-17.
- d. The electrified security fence controllers shall be capable of generating regulated high voltage pulses every 1.1 second at maximum discharge energy of 2.5 Jule per zone. They shall have adoptable alarm threshold monitoring which is capable of tracking the actual fence voltage.



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- e. The failure of any single controller shall not affect the operational and functionality of other energizer.
- f. The Contractor shall design the intrusion detection system to provide a station-emergency-exit-door-open alarm to the SCR and SSO of the station, to the OCC and BCC and to the NMRC Security Room.
- g. The Contractor shall design the intrusion detection system to provide a command to the CCTV System to provide a view and recording of all activated intrusion detectors if a CCTV camera has coverage of the intrusion detection sensor.
- h. The Contractor shall design the intrusion detection system to provide a door position sensor for all doors with CSC reader.
- i. The Contractor shall design the intrusion detection system to provide a door position sensor for all doors of enclosed workshops at the depot.
- j. The Contractor shall design the intrusion detection system to provide a door position sensor for all doors of enclosed storage areas at the depot.
- k. The Contractor shall design the intrusion detection system with supervised wiring for door open/closed sensors and all other intrusion detection sensors. Failure of the supervised wiring shall cause fault reporting.
- l. The Contractor shall design the intrusion detection system so that all door sensors are hard-wired and do not use WiFi.
- m. Zone length at Depot periphery must be minimum of 250 metre.
- n. Fence post length should be 1.5 metre including grouting with 11 strands.
- o. Fence wire should be Steel High Tension wire.

**7.7.8.ACIDS Network Management System**

- a. The ACIDS Network Management System shall report the following major alarms to the FRS:
  - i. Loss of incoming NTP from TDS
  - ii. ACIDS power supply failure in CER
  - iii. Failure of ACIDS communication link between OCC & BCC
  - iv. Loss of any communications link to access controllers within a station
  - v. Loss of any communications link to access controllers within the depot area
  - vi. Loss of any communications link to intrusion detection devices within a station
  - vii. Loss of any communications link to intrusion detection devices within the depot area
  - viii. Loss of ACIDS communications link to a station
  - ix. Loss of any communications link between ACIDS and CCTV
- b. The ACIDS NMS shall log device/date/time-of-day for
  - i. IDS device going off-line
  - ii. IDS device going on-line
  - iii. ACS device going off-line
  - iv. ACS device going on-line
- c. The ACIDS NMS shall log device/date/time-of-day/user for
  - i. IDS device disabled by a workstation user
  - ii. IDS device enabled by a workstation user
  - iii. ACS device disabled by a workstation user
  - iv. ACS device enabled by a workstation user
- d. The ACIDS NMS for the CER-OCC shall be located in the NMS Room near the OCC.
- e. The ACIDS NMS for the CER-BCC shall be located in the NMS Room near the BCC.

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- f. The ACIDS NMS workstations shall have a Graphical User Interface using pull down menus and icons for user friendly manipulation of the NMS functions.
- g. The ACIDS NMS workstations shall provide support for SNMP v3, SNMP v2 and SNMP v3.
- h. The ACIDS NMS workstations shall provide support for SNMP traps with event levels based on importance of the device to the network.
- i. The NMS shall have self-diagnostic feature.

**7.7.9.Interfaces**

Design Interfaces for ACIDS The Contractor shall design the ACIDS with the following interfaces with an Interface Specification as part of the design:

- a. ACIDS / CCTV – for providing an automatic CCTV view and video recording of user selected intrusion sensors, Depot & Station doors
- b. ACIDS / STN Door for providing electric strikes in station doors for access control, door open sensors and access control readers
- a. ACIDS / DEP Door - for providing electric strikes in depot doors for access control, door open sensors and access control readers
- b. ACIDS / RSS Door - for providing electric strikes in RSS doors for access control, door open sensors and access control readers
- c. ACIDS / DEP PERIMETR – for perimeter fence and gate sensors and for access
- d. ACIDS / FRS – for reporting faults from ACIDS NMS to FRS
- e. ACIDS / FOTS – for transporting ACIDS data between CER and TERs using LAN bridging or equivalent method to assure seamless connectivity to FOTS LAN-A and LAN-B
- f. ACIDS / S&T UPS – for 230Vac electrical power to ACIDS equipment including electric door strikes. ACIDS shall provide all power supplies at all sites to interface with the S&T UPS.

**7.7.10. ACIDS Procurement**

- a. The Contractor shall provide two laptop PCs with application software complete with all software and accessories necessary to configure and maintain the ACIDS.
- b. The Contractor shall print photo ID of staff on Contactless Smart Cards for NMRC staff use in ACIDS.
- c. The Contractor shall provide one test jig of each type recommended by the manufacturer for maintenance of the ACIDS equipment.

**7.7.11. ACIDS Spare Parts**

- a. 1 (one) ACIDS server for OCC
  - i. ACIDS spare server identical to the ACIDS server provided in CER equipment rack for OCC.
  - ii. The spare ACIDS server shall be fully loaded with operating system software, application software and driver software so that it can replace a failed OCC ACIDS server by simple plug-and-play replacement.
  - iii. The intent of this Spare Parts Supply item is to increase the availability of the ACIDS by minimizing the mean-time-to-restore of the ACIDS due to OCC server failure.
- b. 1 (one) ACIDS Workstation for OCC
  - i. ACIDS spare workstation identical to the ACIDS workstation provided in CER equipment rack for OCC ACIDS positions.

- ii. The spare ACIDS workstation shall be fully loaded with operating system software, application software and driver software so that it can replace a failed OCC ACIDS workstation by simple plug-and-play replacement.
  - iii. The intent of this Spare Parts Supply item is to increase the availability of the ACIDS by minimizing the mean-time-to-restore of the ACIDS due to OCC workstation failure.
  - iv. The intent of this Spare Parts Supply item is to increase the availability of the ACIDS by minimizing the mean-time-to-restore of the ACIDS due to MSR workstation failure.
- c. 2 (two) ACIDS Annunciator Panel for Stations
  - i. ACIDS Annunciator Panel identical to the ACIDS Annunciator Panel where provided at Stations.
  - ii. The spare ACIDS Annunciator Panel shall be fully loaded with operating system software, application software and driver software so that it can replace a failed Station ACIDS Annunciator Panel by simple plug-and-play replacement.
  - iii. The intent of this Spare Parts Supply item is to increase the availability of the ACIDS by minimizing the mean-time-to-restore of the ACIDS due to Station Annunciator Panel failure.

#### **7.7.12. ACIDS Equipment for Telecom Workshop Training**

- a. The Contractor shall provide a set of ACIDS equipment in the Telecom Workshop for the purpose of training NMRC maintenance personnel.
- b. The Telecom Workshop training equipment shall be isolated from the NMRC FOTS-IP and ACIDS systems.
- c. The Telecom Workshop training equipment shall include equipment identical to that provided in the stations and depot including ACIDS workstation with software and firmware, access card reader, intrusion detection devices of each type, etc.
- d. The Telecom Workshop training equipment shall include one layer-2 switch for each type provided in stations and depot.
- e. The Telecom Workshop training equipment shall include the NMS hardware and software and any other equipment and software for the purpose of training NMRC personnel with troubleshooting, configuration and testing the Access Control and Intrusion Detection System.

#### **7.7.13. Installation Requirements**

- a. The Contractor shall furnish and install complete Access Control and Intrusion Detection System for NMRC stations and depot.
- b. The installation shall be carried out by installers with the necessary training and experience.
- c. Electrical installation methods shall comply with current national and site regulations and the electrical installation shall be carried out by technicians who are qualified to the appropriate level.
- d. Installers shall have the appropriate tools and test equipment necessary to install the ACIDS system correctly.
- e. Where measuring equipment is used, the equipment must be of a standard necessary to provide the required precision and accuracy to install and test the system.
- f. Prior to commencing work all relevant health and safety requirements shall be considered. These will vary with the nature of the premises and may involve special installation equipment when working in hazardous areas.
- g. The Contractor shall provide, install and connect the ruggedized CSC reader at the exterior side of equipment room doors wherever required at NMRC stations and depot.

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- h. The Contractor shall provide, install and connect the ruggedized CSC reader at the exterior side and at interior side of building doors of NMRC stations and depot requiring restricted access.
- i. The Contractor shall provide, install and connect an exit unlock button on the secure side of doors with a CSC reader.
- j. The Contractor shall provide, install and connect the intrusion detection system at station-emergency-exit-doors.
- k. The contractor shall provide, install and connect the door position sensor for all ground floor doors of all NMRC buildings.
- l. The contractor shall provide, install and connect the door position sensor for all ground floor doors of all doors with CSC reader.
- m. The contractor shall provide, install and connect the door position sensor for all doors of enclosed workshops at the depot.
- n. The door position sensor shall be mounted such that no portion of the portal can be opened greater than 3.24cm (6 inches) before activating the sensor.
- o. The Contractor shall provide, install and connect all control and power cabling for the electric strikes and associated sensors.
- p. The Control units and devices for Access Control and Intrusion Detection System that are used to interconnect the control unit to system devices shall be located within the protected premises so that it is protected from damage, tampering, and access by unauthorized personnel.
- q. Ruggedized CSC Readers shall be mounted on the latch side if the portal is a door, if there are barriers to mount the reader on the latch side of the door, the reader shall be mounted at the closest location that is not behind the door when it is open.
- r. Clearance between the reader and the door shall be provided for the door section appropriate for its application.
- s. The Contractor shall install the exterior sensor components in rugged, corrosion-resistant enclosures, protected from environmental impact and degradation.
- t. The Contractor shall install the enclosure with a proper earth ground.
- u. The Contractor shall Run all I/O wires to the enclosure, and properly mark each wire for its use.
- v. The Contractor shall install the Ethernet cables using cable clamp for the panel.
- w. Where required, The Contractor shall install the weather resistant fence cable support hardware.
- x. The Contractor shall install the cables using underground conduit if required.
- y. The Contractor shall install Electric Door Strike in such a way and in such a location so as not to impair the operation of an emergency exit or panic hardware mounted on the door.
- z. While installation of electric strikes, it should be taken care that the centre lines of the lock and electric strike should line up properly based on the type of lock.
- aa. In the NMS Room of the Depot Building, The Contractor shall provide and install, connect and configure a Network Management System with functions for the overall control, configuration, supervision and maintenance of the ACIDS System.
- bb. The Contractor shall coordinate with the Depot Finish Works Contractor for location of wall outlets and raceway for ACIDS equipment in accordance with the Interface Specification.
- cc. The Contractor shall coordinate with the Stations Finish Works Contractor for location of wall outlets and raceway for ACIDS equipment in accordance with the Interface Specification.
- dd. The Contractor shall configure and connect the ACIDS System to the Fault Reporting System for reporting faults from NMS of the ACIDS System in accordance with the Interface Specification.
- ee. The Contractor shall configure and connect the ACIDS System to the Time Distribution System for time-of-day in accordance with the Interface Specification.
- ff. Installation locations are tentative. The Contractor shall verify specific rooms and doors for equipment installation in all buildings as part of the Preliminary Design Submittal.

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- gg. The Contractor shall provide, install and connect the access control system and intrusion detection system on the doors of NMRC stations and depot with coordination of UGS and Depot Contractors.

**7.7.14. Testing and Commissioning**

- a. The Contractor's Test Plan shall include demonstration of seamless ACIDS LAN service survival between sites with temporary disconnection of any one FOTS cable carrying ACIDS LAN service. The intent of this test is to assure automatic protection switching is provided by FOTS between sites.
- b. The Contractor's Test Plan shall include demonstration of each access control card reader with door strike opening and reclosing.
- c. The Contractor's Test Plan shall include simulation of proper functioning of electric door strikes in case of power supply failure.
- d. The Contractor's Test Plan shall include demonstration of proper functioning of Access Control System with:
  - i. Authorized cards
  - ii. Unauthorized cards
  - iii. Door opened for too long
  - iv. Door opened forcefully
- e. The Contractor's Test Plan shall include configuration of access cards for authorization levels.
- f. The Contractor's Test Plan shall include the functionality of ACIDS system in case of Centralized Server access is not available i.e., operation of Access control system in local mode.
- g. The Contractor's Test Plan shall include demonstration of each intrusion detection device.
- h. The Contractor's Test Plan shall include demonstration of movement of door for less than ½ inch shall not generate a false alarm.
- i. The Contractor's Test Plan shall include demonstration of generation of alarms before movement of doors reach 1 inch and this shall also include pulling and pushing of door against the locking mechanism.
- j. The Contractor's Test Plan shall include demonstration of moving a person in front of sensors for checking the coverage zone of detectors or sensors and also proper generation of alarm.
- k. The Contractor's Test Plan shall demonstrate the functionality of each intrusion detection sensor and generation of alarm.
- l. The Contractor's Test Plan shall include testing of each of the ACIDS Spare Parts
- m. The Contractor's Test Plan shall include demonstration of NTP acquisition within one second of TDS time-of-day on all ACIDS Servers and workstations at all sites.
- n. The Contractor's Test Plan shall include demonstration of system restore to its original state once the failure is removed and the alarms continue to be captured, communicated, and displayed during the restoration.

**7.7.15. Smart Card Description**

S.No.	Item	Description
1	Chip Make / Model	Infineon my-d move – SLE 66R01P
2	Dimensions	2.1" W X 3.4" H X 0.031" D (53 mm X 86 mm X 0.79 mm )
3	Reader Compatibility	Should be read by any make of ISO/IEC 14443 Type A compatible readers
4	Contactless Interface	Operation frequency 13.56 MHz
		Data rate 106 kbit/s in both direction

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S.No.	Item	Description
		Contactless transmission of data and supply energy
		Anti-Collision logic; several cards may be operated in the field simultaneously
		Unique Identification number according to ISO/ IEC 14443-3 Type A

***It is to be noted:***

- a. Training shall be provided to the NMRC staff which shall include complete assembly of each types of system through the use of various modules, integration of hardware with software and complete operation of the system.
- b. Sets of training manual in two hard copies and two soft copies for each equipment/ system containing details of the technical specifications, installation and commissioning, troubleshooting & maintenance schedule etc. shall be supplied along with the system.
- c. The Bidder shall provide the documents for installation details etc., power supply equipment such as UPS, inverter, operation and maintenance of the material / equipment supplied, test accessories and test facilities provided (along with write up testing and troubleshooting procedures). Also, technical literature of equipment/system to be supplied, along with the supply of materials, all necessary software/ Originals CD/DVDs/USBs which are part of technical equipment and list of consumable's and spare parts per equipment shall be furnished.

## **8. Section 8: Draft Contract Agreement**

THIS AGREEMENT made on the .....day of ..... 2018 at Noida, District Gautam Budh Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India** represented by ..... of the company, by virtue of his designation and authorization by **Shri ....., Managing Director, NMRC** (hereinafter called as the "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 at ....., represented by ..... (herein after called the "**Contractor**", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part. WHEREAS the 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: General Conditions of Contract
  - f. Section 6: Special Conditions of Contract
  - g. Section 7: Technical Specifications
  - h. Section 8: Draft Contract Agreement
  - i. Section 9: Appendices and Forms
  - 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.

**RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)**

**3. Duration of Contract**

The work (on turn-key basis) includes for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) at various metro stations and Depot would be Comprehensive Annual Maintenance Contract (CAMC) for 3 (three) years after expiry of DLP(Defect Liability Period) of 2 (Two) Years from the date of commissioning. However, an extension of another 2 (Two) years can be given for CAMC on the conditions as decided by NMRC.

**4. Price Schedule**

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

S. No.	Component	Qty.	Lump Price (in INR)	Sum	Price for CAMC for 3 years (in INR)	Total Amount (including CAMC)
1	Hardware (As mentioned in Form 16 - List of requirements for ACIDS)	250 Nos	Rs. ....		Rs. ....	Rs. ....
2	Software (As mentioned in Form 16 - List of requirements for ACIDS)	1 Nos	Rs. ....		Rs. ....	Rs. ....
3	Perimeter Intrusion Detection System (As mentioned in Form 16 - List of requirements for ACIDS)	3 km	Rs. ....		Rs. ....	Rs. ....
4.	Server Cable Networking and other accessories (As mentioned in Form 16 - List of requirements for ACIDS)	Lump Sum	Rs. ....		Rs. ....	Rs. ....
	<b>Total (1+2+3+4)</b>					<b>Rs. ....</b>
	<b>Rupee..... Only.</b>					

- 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.
- 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>) or [www.nmrcnoida.com](http://www.nmrcnoida.com) and any other correspondence in this regard, shall not be treated as a**



**part of the contract Agreement & shall not be binding upon NMRC in anyway whatsoever at any stage of work during execution or thereafter."**

7. The 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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Name\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

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\_\_\_\_\_

## 9. Section 9: Appendices and Forms

### 9.1. Appendix 1: Metro Alignment

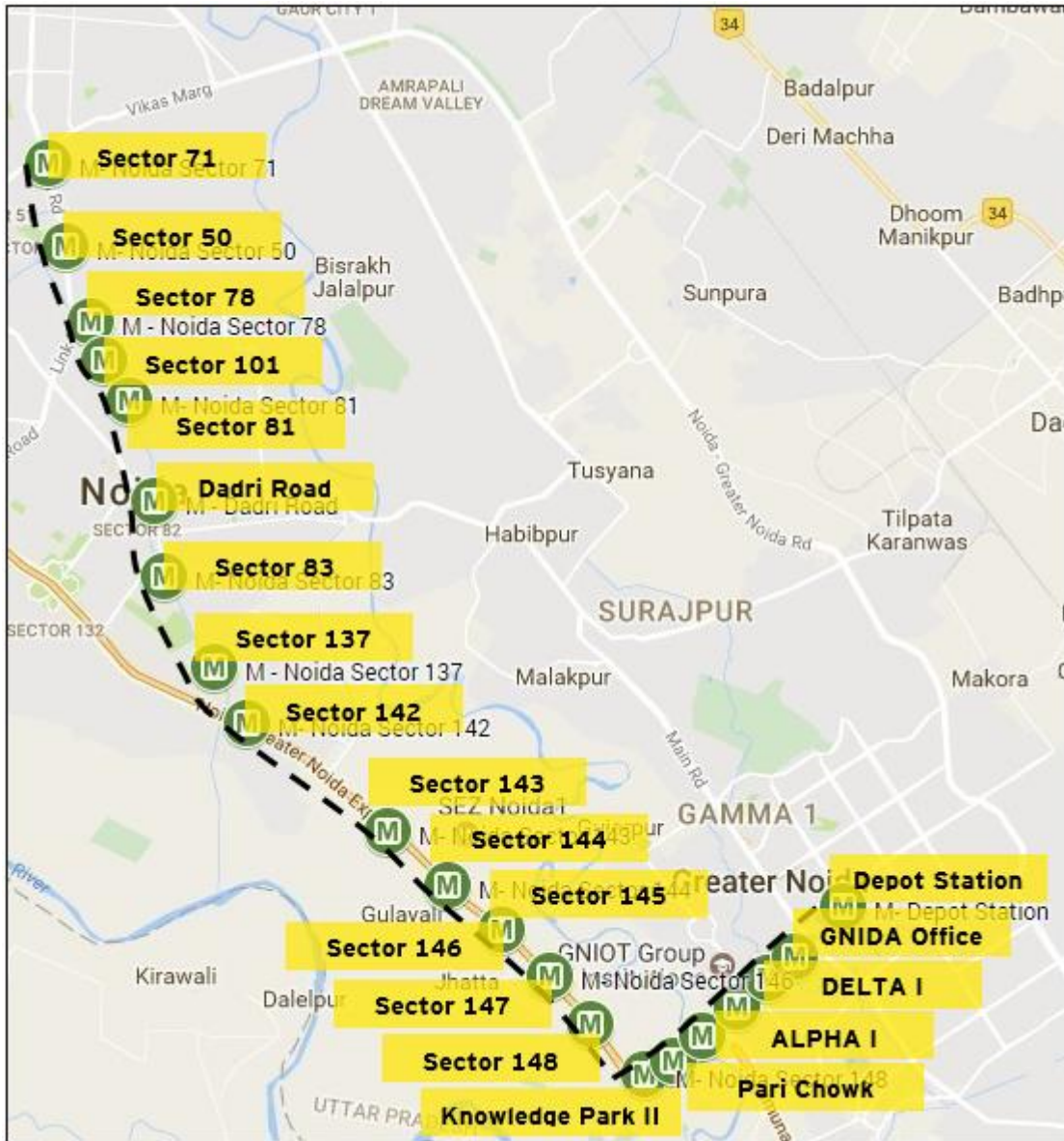


Fig: The Upcoming Metro Line

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

***RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)***

<b>S.NO.</b>	<b>Name of the Station</b>
1.	Noida Sector 71
2.	Noida Sector 50
3.	Noida Sector 78
4.	Noida Sector 101
5.	Noida Sector 81
6.	Dadri Road
7.	Noida Sector 83
8.	Noida Sector 137
9.	Noida Sector 142
10.	Noida Sector 143
11.	Noida Sector 144
12.	Noida Sector 145
13.	Noida Sector 146
14.	Noida Sector 147
15.	Noida Sector 148
16.	Knowledge Park II
17.	Pari Chowk
18.	ALPHA 1
19.	DELTA 1
20.	GNIDA Office
21.	Depot Station

## 9.2. Appendix 2: Schedule of Requirement

S.NO.	Name of the Station	Access Control and Intrusion Detection System Requirement
1.	Noida Sector 71	10
2.	Noida Sector 50	10
3.	Noida Sector 78	10
4.	Noida Sector 101	10
5.	Noida Sector 81	10
6.	Dadri Road	10
7.	Noida Sector 83	10
8.	Noida Sector 137	10
9.	Noida Sector 142	10
10.	Noida Sector 143	10
11.	Noida Sector 144	10
12.	Noida Sector 145	10
13.	Noida Sector 146	10
14.	Noida Sector 147	10
15.	Noida Sector 148	10
16.	Knowledge Park II	10
17.	Pari Chowk	10
18.	ALPHA 1	10
19.	DELTA 1	10
20.	GNIDA Office	10
21.	Depot Station	10
22.	Depot	40
	<b>Total</b>	<b>~ 250 Rooms</b>
23.	Depot Perimeter Intrusion Detection System	~ 3 km

S. No.	Item Description	Unit	Tentative Quantity
<b>A</b>	<b>Software</b>		
1	Access Control & Intrusion detection control & command room software with client concurrent licenses (25 Nos) & Integration with existing video surveillance. Redundancy application as per the NMRC's operational and security requirement	Number	1
2	Time & Attendance Software customization as per NMRC's operational and security requirement	Number	1
3	Visitor Management Software customization as per NMRC's operational and security requirement.	Number	1
<b>B</b>	<b>Hardware</b>		
1	Access Control IP Power over Ethernet (PoE) Unit with enclosure & Power Supply	Number	250
2	Access Control Card Reader to meet NMRC's	Number	250

**RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)**

S. No.	Item Description	Unit	Tentative Quantity
	functional requirement & operational requirement		
3	Exit Push Button to meet NMRC's functional & operational requirement	Number	250
4	Override key Switch to meet NMRC's functional operational requirement	Number	250
5	Electro Magnetic (EM) Lock to meet NMRC's functional operational requirement	Number	250
6	Annunciator Panel to meet NMRC's functional & operational requirement	Number	23
7	Biometric Fingerprint Reader to meet NMRC's functional & operational requirement	Number	46
8	Access Radio Frequency Identification Card (RFID) Card	Number	2000
	Total for Schedule B		
<b>C</b>	<b>Perimeter Intrusion Detection System</b>		
1	Intrusion Controller to meet NMRC's functional & operational requirement	Lump Sum	Lump Sum
2	Power Fence with complete accessories over the wall for ~3 KM	Km	3
	Total for Schedule C		
<b>D</b>	<b>Server Cable Networking and other accessories</b>		
1	Rack mounted Central Server hot stand-by mode of reputed make required to meet NMRC's functional and operational requirement of ACID system with required number of server & database software licenses.	Number	2
2	Client Workstations of reputed make required to meet NMRC's functional and operational requirement	Number	22
3	Enrollment Workstation for Employee & Visitors with PC, Reader, Biometric, Printer, Ribbon, Web Camera, Signature pad etc. of reputed make required to meet NMRC's functional and operational requirement of ACID system with OS.	Number	2
4	Smart Card Printer of reputed make required to meet NMRC's functional and operational requirement	Number	1
5	Maintenance Laptop of reputed make required to meet NMRC's functional and operational requirement	Number	2
6	Power Cable 2 core 1.5 sq mm of reputed make required to meet NMRC's functional and operational requirement	Meter	25000
7	Access Control Cable 8 core x 0.75 sq mm flexible copper shielded cable of reputed make required to meet NMRC's functional and operational requirement	Meter	6000
8	Input & output Cable Armored 4 core x 0.75 sq mm Copper Flexible (2-conductor) of reputed make required to meet NMRC's functional and operational	Meter	16500

**RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)**

S. No.	Item Description	Unit	Tentative Quantity
	requirement		
9	Network cable cat 6 of reputed make required to meet NMRC's functional and operational requirement	Meter	15500
10	Network Switches POE+ of reputed make required to meet NMRC's functional and operational requirement	Number	50
11	Cable Trays, Secondary Containment, GI, Conduits of reputed make required to meet NMRC's functional and operational requirement	Lump Sum	5000
	Total Cost of Schedule D		

**Please Note:**

1. The requirement quoted above is tentative.
2. The Bidder is suggested to undertake the **Site Visit** and assess the requirement basis the proposed solution for Access Control and Intrusion Detection System for all stations and Depot of NMRC at its own cost.
3. The Bidder should make himself completely acquainted with all conditions, obligations, specifications, drawings, etc.
4. The Bidder is required to submit **Bill of Quantity** describing each of the above mentioned tentative line items and additional items, if any, with their corresponding make and model
5. **The Bidder is required to submit "Network Architecture" with justification for Bill of Quantity** which shall include –
  - i. Application Engineering, Design and Layout (with Documentation)
  - ii. Interface Application Engineering and design with designated DDC, Construction Contractor of station, Traction, Depot, etc.
  - iii. As built Drawings as per General and Technical Specification
  - iv. Any other Item to comply to the operational and functional requirement
6. The Bidder shall provide the Reader License for minimum 500 Nos readers – unlimited users
7. The Bidder shall provide unlimited intrusion points
8. The Bidder shall provide ACID software license validity to NMRC for lifetime.

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

[Location, Date]

To

Executive Director

Noida Metro Rail Corporation (NMRC) Limited

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

Noida -201301,

District Gautam Budh Nagar, Uttar Pradesh

**Subject: Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)**

Dear Sir,

We, the undersigned, offer to provide the Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) at Noida Metro Rail Corporation Ltd. Stations and Depot in accordance with your RFP Document dated [ Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We have filled the complete information correctly in **Form 19**.

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:

**9.4. Form 2: Firm Details**

1.	<b>Title and name of the Project:</b> Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)
2.	State the structure of the Bidder's organisation (Bidders to complete/delete as appropriate)
3.	For Bidders who are individual companies or firms, state the following: Name of Company or firm: ..... Legal status: (e.g. incorporated private company, proprietorship, etc.) ..... Registered address: ..... Year of incorporation..... Principal place of business: ..... Contact person: ..... Contact person's title: ..... Address, telephone, facsimile number and e-mail ID of contact person: ..... ..... .....
4.	Authorized Representative .....



### 9.5. Form 3: Capability Statement

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

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

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

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

<b>S.No.</b>	<b>ELIGIBILITY CRITERIA</b>	<b>(To be filled by the Bidder)</b>
1	Sole proprietorship/ partnership firm/ public limited company/ private limited company	Yes/ No
2	The Bidder should be licensed manufacturer who manufactures the items offered. OR The Bidder should be an authorized partner of respective OEM for this project. Such bidders should produce authorization from the OEM.	
3	The Bidder should have undertaken in India either of the following:  i. One order of similar nature of value not less than <b>Rs. 9,93,70,720</b> (Rupees Nine Crore Ninety Three Lakh Seventy Thousand Seven Hundred Twenty only) or  ii. Two orders of similar nature of value not less than <b>Rs. 6,21,06,700</b> (Rupees Six Crore Twenty One Lakh Six Thousand Seven Hundred only) each or  iii. Three orders of similar nature of value not less than <b>Rs. 4,96,85,360</b> (Rupees Four Crore Ninety Six Lakh Eighty Five Thousand Three Hundred Sixty only) each	5 Years

**RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)**

S.No.	ELIGIBILITY CRITERIA		(To be filled by the Bidder)								
4	The Bidder should have at least <b>5 (five) years'</b> experience of having successfully completed Access Control & Intrusion Detection System works.	5 Years									
5	The Bidder should have in the last 3 Financial Years preceding the Bid Due Date -  i. Minimum average annual turnover of <b>Rs. 12,42,13,400</b> (Rupees Twelve Crores Forty Two Lakh Thirteen Thousand Four Hundred only).	<table><tr><td>FY</td><td></td></tr><tr><td>FY</td><td></td></tr><tr><td>FY</td><td></td></tr><tr><td>Total</td><td></td></tr></table>	FY		FY		FY		Total		
FY											
FY											
FY											
Total											
5	The Manufacturer should have adequate plant and manufacture capacity to manufacture and supply the items offered within the delivery schedule as mentioned in the tender document.										
6	The Manufacturer has established quality control system to monitor quality check at all stages of the manufacturing process.										
7	The Bidder (and the Manufacturer, in case the Bidder is the Representative) should not be black listed /debarred/ declared ineligible for corrupt and fraudulent practices by any government/government-undertaking/ semi-government/ govt. controlled institutions in India and should not have any disciplinary proceedings pending against the Bidder in last 5 (five) financial years.										
8	The Bidder should have positive Net Worth in the last 3 (three) Financial Years preceding Bid Due Date	<table><tr><td>FY</td><td></td></tr><tr><td>FY</td><td></td></tr><tr><td>FY</td><td></td></tr><tr><td>Total</td><td></td></tr></table>	FY		FY		FY		Total		
FY											
FY											
FY											
Total											

**9.6. 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.**

<b>S.No</b>	<b>Name and Full address</b>	<b>Order No. and date</b>	<b>Description of stores</b>	<b>Quantity supplied and its nature</b>	<b>Value of order</b>	<b>Date of delivery</b>	<b>Delivery Location</b>

Place

Date

Signature

Seal

Designation

**NOTE:**

Following needs to be submitted:

1. NOA of past performance to be enclosed.
2. Certificate from the Purchaser to indicate that the contract was satisfactorily undertaken.

### 9.7. Form 5: Financial Capability Details

Bidder should submit their financial details as per the following:

This is to certify that the Average Annual Turnover and Net Worth 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.	FY		
2.	FY		
3.	FY		
	Average Annual Turnover		

S.No.	Financial year	Name of the Bidder	Net Worth (INR)
1.	FY		
2.	FY		
3.	FY		
	Total Net Worth		

#### Authorised Signatory

(Name & Designation of Authorised Signatory)

#### Signature & Seal of Chartered Accountant

**Please Note:** In case the annual accounts 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."

**9.8. Form 6: Memorandum**

**Name of Work: Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)**

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

**9.9. Form 7: Undertaking - 1**

**Name of Work: Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)**

**An undertaking to the effect to be given by the bidder (in case of representatives both Manufacturer and its representative have to submit the undertaking)**

I confirm that M/S.....a reputed and certified manufacturer of the equipment

- 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

**9.10. Form 8: Undertaking - 2**

**Name of Work: Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)**

An undertaking to the effect to be given by the bidder

I confirm that

- a. We have service support facility located at Noida/ Greater Noida.

OR

In case, we don't, we shall develop such a facility within two months of issue of Letter of Acceptance of NOA.

(We shall provide the address and contact details of these facility or provide an Undertaking letter to setup a facility from the OEM/OEMs)

- b. All required fixing materials including mounts viz. screws, nuts, clamps, pipes, wires and miscellaneous materials etc. will be supplied as directed by NMRC. All the associated cable connectivity towards the functional requirements of the Access Control and Intrusion Detection System (ACIDS) at various stations and depot shall be borne by us.
- c. The work is to be carried out at the metro stations /places mentioned in the in the NOA in Noida/ Greater Noida.
- d. Materials shall be supplied by the Contractor for the execution of work with relevant specifications/ drawing reference mentioned in the tender document.
- e. Any bugs/defects arising in the software will be attended free of cost and any improvements made to existing features should also be supplied free of cost.

---

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

**9.11. Form 9: Proforma for Corporation from Manufacturers**

**(For Software, Hardware, Intrusion Detection and Server Cable Networking - As per applicability)**

To

Executive Director

Noida Metro Rail Corporation (NMRC) Limited

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

Noida -201301,

District Gautam Budh Nagar, Uttar Pradesh

Dear Sir,

- a. We .....an established and reputable manufacturer having factories at.....and ..... offices at ..... do hereby authorize **M/s..... (Name and address of Indian representative)** to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender No .....
- b. M/s .....are authorized to represent us in regard to this business against this specific tender.
- c. We have .....(the precise relationship) with .....(representative)
- d. We have the mutual interest in the business of each other.
- e. We do not have any commission agent in India and no agency commission shall be paid.
- f. We / our Indian representative have/ has own service center in India. (Attach documentary proof)
- g. We have adequate plant and manufacture capacity to manufacture and supply the items offered within the delivery schedule as mentioned in the tender document.
- h. All items being offered are not obsolete and are in their current manufacturing range and their spare parts will be made available for minimum period of five years from the date of opening of the tender.
- i. All software and firmware upgrades for the system as applicable shall be free of cost for a period of five years.
- j. All services namely Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) (including DLP & CAMC) shall be rendered by our representative.
- k. In case of any termination or dispute of contract /agreement /relationship with our Indian representative, we shall be laid with full responsibility of carrying the DLP along with CAMC work as mentioned in the tender document.



***RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)***

Signature and Name of the Manufacturer

---

NAME OF THE BIDDER AND SEAL

**NOTE:**

1. This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**9.12. Form 10: Power of Attorney**

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

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

Know all men by these presents, We .....(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)** 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.....

***RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)***

**WITNESS**

1. ....  
(Signature)  
Name .....  
  
Designation.....
2. ....  
(Signature)  
Name .....  
  
Designation.....

**Notes:**

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

**9.13. Form 11: Acceptance Certificate from Consignee**

<Certificate shall be location wise>

This is to certify that the work - \_\_\_\_\_(Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)) and necessary training for its day to day operations has been imparted by M/s..... to NMRC

Place

Date

Signature

Seal

Designation

**9.14. Form 12: Final Acceptance Certificate**

<Certificate shall be location wise>

This is to certify that above mentioned Material / Equipment has been successfully installed commissioned and all necessary trainings imparted to NMRC staff. The machine is in working condition and performance is satisfactory.

Place

Date

Signature

Seal

Designation

**9.15. Form 13: 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



**9.17. Form 15: Resume of Proposed Personnel**

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

**Please Note: Assignments should be related to Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) as mentioned in the RFP.**



**9.18. Form 16: List of requirements for ACIDS**

<b>S. No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Tentative Quantity</b>	<b>Make / Model</b>	<b>Unit</b>	<b>Quantity</b>	<b>Remarks</b>
<b>A</b>	<b>Software</b>						
1	Access Control & Intrusion detection control & command room software with client concurrent licenses (25 Nos) & Integration with existing video surveillance. Redundancy application as per the NMRC's operational and security requirement	Number	1				
2	Time & Attendance Software customization as per NMRC's operational and security requirement	Number	1				
3	Visitor Management Software customization as per NMRC's operational and security requirement.	Number	1				
<b>B</b>	<b>Hardware</b>						
1	Access Control IP Power over Ethernet (PoE) Unit with enclosure & Power Supply	Number	250				
2	Access Control Card Reader to meet NMRC's functional requirement & operational requirement	Number	250				
3	Exit Push Button to meet NMRC's functional & operational requirement	Number	250				
4	Override key Switch	Number	250				

**RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)**

S. No.	Item Description	Unit	Tentative Quantity	Make / Model	Unit	Quantity	Remarks
	to meet NMRC's functional operational requirement						
5	Electro Magnetic (EM) Lock to meet NMRC's functional operational requirement	Number	250				
6	Annunciator Panel to meet NMRC's functional & operational requirement	Number	23				
7	Biometric Fingerprint Reader to meet NMRC's functional & operational requirement	Number	46				
8	Access Radio Frequency Identification Card (RFID) Card	Number	2000				
	Total for Schedule B						
<b>C</b>	<b>Perimeter Intrusion Detection System</b>						
1	Intrusion Controller to meet NMRC's functional & operational requirement	LS	LS				
2	Power Fence with complete accessories over the wall for ~3 KM	Km	3				
	Total for Schedule C						
<b>D</b>	<b>Server Cable Networking and other accessories</b>						
1	Rack mounted Central Server hot stand-by mode of reputed make required to meet NMRC's functional and operational	Number	2				

**RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)**

S. No.	Item Description	Unit	Tentative Quantity	Make / Model	Unit	Quantity	Remarks
	requirement of ACID system with required number of server & database software licenses.						
2	Client Workstations of reputed make required to meet NMRC's functional and operational requirement	Number	22				
3	Enrollment Workstation for Employee & Visitors with PC, Reader, Biometric, Printer, Ribbon, Web Camera, Signature pad etc. of reputed make required to meet NMRC's functional and operational requirement of ACID system with OS.	Number	2				
4	Smart Card Printer of reputed make required to meet NMRC's functional and operational requirement	Number	1				
5	Maintenance Laptop of reputed make required to meet NMRC's functional and operational requirement	Number	2				
6	Power Cable 2 core 1.5 sq mm of reputed make required to meet NMRC's functional and operational requirement	Meter	25000				
7	Access Control Cable 8 core x 0.75	Meter	6000				

**RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)**

S. No.	Item Description	Unit	Tentative Quantity	Make / Model	Unit	Quantity	Remarks
	sq mm flexible copper shielded cable of reputed make required to meet NMRC's functional and operational requirement						
8	Input & output Cable Armored 4 core x 0.75 sq mm Copper Flexible (2-conductor) of reputed make required to meet NMRC's functional and operational requirement	Meter	16500				
9	Network cable cat 6 of reputed make required to meet NMRC's functional and operational requirement	Meter	15500				
10	Network Switches POE+ of reputed make required to meet NMRC's functional and operational requirement	Number	50				
11	Cable Trays, Secondary Containment, GI, Conduits of reputed make required to meet NMRC's functional and operational requirement	Lump Sum	5000				
	Total Cost of Schedule D						
	Any other items						

**Please Note:**

***RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)***

1. The Bidder is suggested to undertake the **Site Visit** and assess the requirement basis the proposed solution for Access Control and Intrusion Detection System for all stations and Depot of NMRC at its own cost.
2. The Bidder should make himself completely acquainted with all conditions, obligations, specifications, drawings, etc.
3. The Bidder is required to submit **Bill of Quantity** describing each of the above mentioned tentative line items and additional items, if any, with their corresponding make and model and **fill the Price Schedule** in lines with the information mentioned.
4. **The Bidder is required to submit “Network Architecture” with justification for Bill of Quantity** which shall include –
  - i. Application Engineering, Design and Layout (with Documentation)
  - ii. Interface Application Engineering and design with designated DDC, Construction Contractor of station, Traction, Depot, etc.
  - iii. As built Drawings as per General and Technical Specification
  - iv. Any other Item to comply to the operational and functional requirement
5. The Bidder shall provide the Reader License for minimum 500 Nos readers – unlimited users
6. The Bidder shall provide unlimited intrusion points
7. The Bidder shall provide ACID software license validity should be made available to NMRC for lifetime.

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

**9.19. Form 17: Proforma for Clarifications / Amendments on the RFP**

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

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

***RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)***

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

To

Executive Director

Noida Metro Rail Corporation (NMRC) Limited

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

Noida -201301,

District Gautam Budh Nagar, Uttar Pradesh

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

**Sub: Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)**

Dear Sir,

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

I/we hereby quote for the Total Price for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) on DDP (Delivered Duty Paid) basis with CAMC of 3 years as specified below, payable by NMRC.

**RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)**

**Price Schedule**

Sl. No.	Item Description	Quantity	Units	Lump Sum Price (INR)	Incidental Services (including Installation, Testing, Commissioning, Supervision, Demonstration and Training) (Price INR)	Total Price including incidental services (Price INR)	CAMC (1st Year) Amount	CAMC (1st Year) Percentage	CAMC (2nd Year) Amount	CAMC (2nd Year) Percentage	CAMC (3rd Year) Amount	CAMC (3rd Year) Percentage	Total of CAMC for 3 Years	TOTAL AMOUNT W/o GST	TOTAL AMOUNT In Words
1.00	ACIDS														
1.01	Hardware (As mentioned in Form 16 - List of requirements for ACIDS)	250	Number												
1.02	Software (As mentioned in Form 16 - List of requirements for ACIDS)	1	Number												
1.03	Perimeter Intrusion Detection System (As mentioned in Form 16 - List of requirements for ACIDS)	3	Km												
1.04	Server Cable Networking and other accessories (As mentioned in Form 16 - List of requirements for ACIDS)		Lump Sum												
<b>Total in Figures</b>															
<b>Quoted Rate in Words</b>															

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



***RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)***

Note:

- a. The Bidder with the lowest quoted cost for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) at the destination stations of Noida and Greater Noida Metro rail stations and depot with CAMC of 3 years in the financial quote (L1 bidder) shall be selected for the award of contract.
- b. The Bidder shall be assumed to have undertaken the assessment of work requirement and accounted for all the costs pertaining to Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) at the destination stations of Noida and Greater Noida Metro rail stations and depot with CAMC of 3 years.
- c. The Bidder will take extended insurance cover for a period up to 3 months beyond the date of delivery at ultimate consignee site
- d. The Total Amount to Be Quoted By Bidder (INR) shall be filled in figures and words.
- e. The Financial Bid submitted is unconditional (inclusive of all taxes including, duties, levies, etc. as applicable **except GST**) and fulfills all the requirements of the TOR Document. **GST shall be applicable as per prevailing rates.**
- f. We have quoted as per description mentioned in **Form 16**.
- g. 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

### 9.21. Form 19: Bid Details

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

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 - 1		
10	Form 8: Undertaking - 2		
11	Form 9: Proforma for Corporation from Manufacturers		
12	Form 10: Power of Attorney		
13	Form 13: Salable Form for Tender Document		
14	Form 14: Declaration of Refund of Earnest Money		
15	Form 15: Resume of Proposed Personnel		
16	Form 16: List of requirements for ACIDS		
17	Form 17: Proforma for Clarifications / Amendments on the RFP		
18	The mutual interest which the manufacturer /principal and the Indian representative have in the business of each other		
19	Foreign Tenderer has to submit a certificate that bidder is not having any Commission Agent in India and no agency commission will be paid, otherwise it shall be sufficient ground for rejecting of his offer. Indian representative should also mention Income tax permanent account number and certification of registration of OEM and registration of Indian representative.		
20	Copy of GST registration		
21	Proof of at least 5 (five) years' experience		
22	Completion certificate for at least one project of Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS) during last five years.		
23	A copy of the Annual Reports (Profit and Loss Account and Balance Sheet) for the last 3 (three) Financial Years of Bidder.		
24	A copy of current valid ITCC (Income Tax)		
25	Quality Control Plan		

**RFP for Design, Manufacture, Supply, Installation, Integration, Testing and Commissioning of Access Control and Intrusion Detection System (ACIDS)**

S.No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
26	OEM should have ACIDS' Proveness certificate of working satisfactorily outside the country of origin (for foreign company), in a Metro Rail/ Suburban Rail/ LRT/ High Speed Rail for at least 17 number of stations.		
27	BS EN 60950-1:2006+A2:2013 or CISPR22		
28	EN 50130-4		
29	IEC 61000-4		
30	EN 61000-4		
31	IEC 1000-4-11		
32	EN61000-4-11		
33	IEC 1000-4-2		
34	EN 61000-4-2		
35	IEC 1000-4-3		
36	EN61000-4-3		
37	ENV 50140/240		
38	IEC 1000-4-6		
39	EN61000-4-6		
40	ENV 50141		
41	IEC 1000-4-5		
42	EN61000-4-5		
43	IEC 1000-3-3		
44	EN61000-3-3		
45	EN55022A or VDE 0878		
46	IEC 60695-11-3		
47	ISO 9001 2008		
48	UL294 Edition-6 Standard for Access Control System Units		
49	UL294B Edition-1 Standard for Power over Ethernet (PoE) Power Sources for Access Control Systems and Equipment		
50	EN60335-2-76		
51	BS 1722-17		
52	ISO/IEC 14443		
53	Any other document asked by the Purchaser if submitted, specify the documents Or Any other document which the Tenderer considers relevant		