

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

**REQUEST FOR PROPOSAL (RFP)**

**E tender No. NMRC/TVS/2018/07**

**Ticket Vending Services at NMRC Stations**

**August 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 “Ticket Vending Services at NMRC Stations” contains brief information about the scope of work and selection process for the Bidder (“the Contractor” or “the Agency” or “the Tenderer”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

## Glossary

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

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

## Data Sheet

1	Name of the Bid	RFP for Ticket Vending Services at NMRC Stations
2	Approximate Cost of Work	INR 7.19 Crore
3	Time-period of contract	4 (Four) years
4	Method of selection	Cost Based Selection (Lowest –L1)
5	Bid Processing Fee	INR. 20,000 /-(including GST) (Rupees Twenty Thousand Only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Earnest Money Deposit (EMD)	INR 7.19 Lakh /- (Rupees Seven Lakh Nineteen Thousand only)
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Corporation's official for addressing queries and clarifications	GM (Technical) Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: <a href="mailto:nmrcmanoj@gmail.com">nmrcmanoj@gmail.com</a> Website: <a href="http://www.nmrcnoida.com">www.nmrcnoida.com</a> , <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	<b>Schedule of Bidding Process</b>	
	Task	Key Dates
	Uploading of Bid	10/08/2018
	Last date of Seeking Clarification	21/08/2018
	Pre-bid Meeting	21/08/2018, 1100 hrs (IST)
	Last date of issuing amendment, if any	27/08/2018
	Last Date of Bid Submission	30/08/2018, 1500 hrs (IST)
Date of Technical Bid Opening	31/08/2018, 1100 hrs (IST)	
13	Consortium to be allowed	No
14	Account details	<b>For Bid Processing Fee &amp; EMD</b> State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh - 201301 IFSC Code: SBIN0004077 <b>A/c No. 37707840592</b> <b>Noida Metro Rail Corporation Ltd.</b>

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

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

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

The tenderers seeking exemption from ‘tender security’, being MSEs, shall ensure their eligibility w.r.t above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration i.e. “Manpower Services” and Terminal Validity of registration. In absence of any of the above requirements no exemption for ‘tender security’ will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSEs.

## Content

Disclaimer .....	2
Glossary .....	3
Data Sheet .....	4
1. <b>Section 1: General Information</b> .....	8
1.1. Background .....	8
1.2. About Locations .....	8
1.3. Communication .....	8
2. <b>Section 2: Terms of Reference</b> .....	9
2.1. Tenure.....	9
2.2. Objective.....	9
2.3. Scope of Work.....	9
2.4. General Requirements .....	10
2.5. Deployment .....	11
2.6. Requirements for Personnel .....	11
2.7. Training.....	11
2.8. Uniforms, Name Badges and Photo Identity Proof.....	12
2.9. Communication Facility .....	12
2.10. Obligations of the Contractor .....	12
3. <b>Section 3: Instructions to Bidders</b> .....	13
3.1. General instructions.....	13
3.2. Preparation and submission of Bids.....	15
3.3. Earnest Money Deposit .....	19
3.4. Opening and Evaluation of Bids .....	20
3.5. Award of Contract .....	22
4. <b>Section 4: Qualification, Evaluation and Selection Process</b> .....	23
4.1. Eligibility Criteria.....	23
4.2. Bid Capacity Criteria.....	24
4.3. Information of the Technical and Financial Proposal .....	25
4.4. Selection of Bidder.....	25
4.5. Notice of Award and Execution of Contract Agreement.....	25
4.6. Performance Bank Guarantee / Security Deposit .....	26
4.7. Contract during Proposal Evaluation.....	27
4.8. Project Financial Terms.....	27
5. <b>Section 5: General Conditions of Contract (GCC)</b> .....	30
5.1. General Provisions.....	30
5.2. Commencement, Completion, Modification and Termination of Contract .....	30
5.3. Obligations of the Contractor .....	32
5.4. Statutory Obligations of the Contractor .....	33
5.5. Contractor's Personnel .....	34
5.6. Obligations of the Corporation .....	34
5.7. Good Faith.....	34
5.8. Fraud and Corrupt Practices .....	34
5.9. Settlement of Disputes .....	35
5.10. General Indemnity.....	36
5.11. Contractor's Use of Employer's Documents .....	36
5.12. Compliance with Statutes, Regulations and Laws .....	36
5.13. Protection of Environment.....	36
5.14. Miscellaneous Conditions of Contract.....	36
6. <b>Section 6: Special Conditions of Contract (SCC)</b> .....	38
6.1. Conditions Governing the Contract .....	38
6.2. Coordination with other Contractors.....	38
6.3. Housing Facilities.....	38
6.4. Price Variation.....	38
6.5. Penalties .....	38
6.6. Security Measures .....	39
6.7. Other Conditions .....	40
7. <b>Section 7: Draft Contract Agreement</b> .....	46

8.	<b>Section 8: Appendices and Forms</b> .....	49
8.1.	Appendix 1: Metro Alignment.....	49
8.2.	Appendix 2: Obligation/ Statutory Compliance to be ensured by Tenderer after Award of Works	51
8.3.	Form 1: Letter of Proposal Submission.....	52
8.4.	Form 2: Firm Details.....	53
8.5.	Form 3: Capability Statement.....	54
8.6.	Form 4: Work Experience.....	56
8.7.	Form 5: Financial Capability Details.....	57
8.8.	Form 6: Bid Capacity Information.....	59
8.9.	Form 7: Memorandum.....	61
8.10.	Form 8: Undertaking - 1.....	62
8.11.	Form 9: Power of Attorney.....	63
8.12.	Form 10: Deployment of Personnel.....	65
8.13.	Form 11: Personnel Details.....	66
8.14.	Form 12: Salable Form for Tender Document.....	67
8.15.	Form 13: Declaration of Refund of Earnest Money.....	68
8.16.	Form 14: Proforma for Clarifications / Amendments on the RFP.....	69
8.17.	Form 15: Bid Offer/ BOQ (Format).....	70
8.18.	Form 16: Bid Details.....	73

## 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 granting the Contract for Ticket Vending Services at NMRC Stations.
- e. In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this RFP Document.
- f. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted and Financial proposal of only qualified Bidders will be opened.

### 1.2. About Locations

The metro corridor is 29.7 km long 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 -

GM (Technical)  
Noida Metro Rail Corporation,  
Block-III, 3rd Floor, Ganga Shopping Complex,  
Sector-29, Noida 201301  
Email: nmrcmanoj@gmail.com

Website:www.nmrcnoida.com, <http://etender.up.nic.in>



## 2. Section 2: Terms of Reference

### 2.1. Tenure

The Corporation intends to appoint a Contractor for providing ticket vending services on a contractual basis to NMRC for a period of 4 (four) years, which may be extended for a further period of 6 (six) months after reviewing the performance of the Contractor and depending upon the requirement and administrative convenience of NMRC in mutual agreement with the Bidder.

### 2.2. Objective

The objective of the contract is to provide Ticket Vending services at metro stations of NMRC and associated locations for time period and fulfill all statutory requirements as stipulated in the Contract. In full recognition of this objective, and with full acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the execution of the Services.

### 2.3. Scope of Work

The Contractor shall be required to execute the Ticket Vending Services with a uniformed and trained manpower with the specifications as determined by NMRC. The design and shade of the uniforms will be approved by NMRC. The services may be required at the metro stations and other locations, as deemed fit, by NMRC. The brief of the required services, working requirement and area of deployment is detailed as under –

- a. To issue QR Code / Contactless Smart Cards from Ticket Office Machines (TOMs) / other authorized mediums installed at the stations / other locations of NMRC. The personnel, so deployed, may be asked to perform associated / related works. They will be required to ensure cleanliness in and around their workplace.
- b. The man day (deployment) is for 9 hours shift including 01 hour break for Lunch, Tea and Rest. The requirement of Ticket Vending Services Personnel and Supervisor shall be fixed by NMRC from time to time depending on the requirement / traffic pattern at different stations / locations of NMRC.
- c. The Contractor may be asked to provide other Services also viz.-
  - i. To man NMRC's Automatic Fare Collection (AFC) Gates for prevention of QR Code loss/misuse and to guide/inform passengers regarding use of AFC Gates and penalties in case of violations
  - ii. To undertake crowd management at station area like Platforms, Lifts, Escalators, Circulating Area, etc.
  - iii. To guide commuters regarding NMRC system, good behavior & etiquette
  - iv. To obtain and record/survey different commuter services data
  - v. To undertake fire fighting operations with available equipment and resources
  - vi. Any other job as assigned by NMRC for the benefit or facilitation to commuters
- d. The Contractor shall comply with minimum wages act as notified by the UP Government from time to time. Also it shall comply with EPF, ESI, Bonus, Gratuity and Labour License regularisation as per Statutory norms.
- e. NMRC reserves the right to carry out these jobs in parts or full and also reserves the right to award work to one or more agencies to carry the work satisfactorily.
- f. The number of personnel tentatively required at each level is given in Clause 2.6. The requirement is indicative only and may further increase or decrease at the time of hiring or

during the period of contract depending on the exigency of work. NMRC will pay on the basis of actual deployment demanded by and provided to it.

- g. The contractor may be asked to provide additional trained and uniformed personnel at 1(one) day's advance notice.
- h. The scope of work under the contract may be reduced/curtailed based on NMRC's requirements as deemed fit. No claim or compensation will be entertained on this account.
- i. The Corporation reserves the right to terminate the services of the Contractor due to misconduct, non-compliance of terms and conditions and rules by the Contractor. The Contractor may also be blacklisted in case of serious breach of contract. Any theft or damage cost due to negligence of the shortlisted Contractor will be borne out of security money and only adjusted money will be returned after completion of services.

#### 2.4. General Requirements

- a. The Ticket Vending Operators and Supervisors shall report to the Station Controller Room of the respective stations / Other Control / Reporting Office at least 15 minutes in advance of the commencement of the shift to complete required formalities.
- b. The Ticket Vending Operators and Supervisors should be extremely courteous with very pleasant mannerism in dealing with the Commuters / General Public and they should project an image of utmost discipline.
- c. The Ticket Vending Operators need to handle money both in terms of cash and cards.
- d. At the beginning and end of their duty in each shift, they should ensure the record of the opening/closing balances of cash, cards, QR code etc. in the NMRC's system and check correctness of physical balances, being handed over / taken over. Any breach by the Ticket Vending Operators in this regard and loss, if any, shall be borne by the Contractor.
- e. The Ticket Office Machine shall not be left unmanned at any point during revenue operation hours. No Staff shall leave the duty until properly relieved by a competent reliever.
- f. The Ticket Vending Operators and Supervisors shall strictly follow the procedure as approved by NMRC for entering into the NMRC system and also accessing any part / portion of AFC System / Network. If any contractor staff is caught travelling without proper authority / valid ticket then they will be treated travelling without ticket & shall be penalized as per the provisions of Metro Rail (Operations & Maintenance) Act, 2002.
- g. The Ticket Vending Operator and Supervisors shall not accept any gratitude or reward in any shape or form from anybody.
- h. All concerned personnel shall intimate / report any untoward incidents occurring in the station premises to the concerned authority immediately.
- i. After completing the shift duty, all the personnel shall be required to submit duty report to the Station Controller/Controlling Office, if applicable, in the appropriate format as issued to them by NMRC.
- j. Adequate supervision will be provided to ensure correct performance of the Ticket Vending Services in accordance with the prevailing assignment & instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of contractor deployed at stations the supervisory staff will monitor their areas of responsibility as per the due procedure issued by NMRC. Supervisors should be provided with mobile telephone by contractor for maintaining efficient & regular communication with NMRC representatives.

**2.5. Deployment**

The man day (deployment) is for 9 hours shift including 1 hour break for Lunch/Tea/Rest. However one hour rest will be permitted by on duty Station Controller/NMRC Authorized Personal based on Operational requirement in between the nine hours shift not exceeding five hrs continuous duties. Shifts may be staggered in such a way to ensure Ticket Vending Services will not be affected. Accordingly timing of Rest for individual will be decided by on duty Station Controller/NMRC Authorized Personal only subject to service exigency. Shift timing will be decided by NMRC as each metro station should have independent schedule as per traffic pattern. The requirement of Ticket Vending Operators and Supervisors shall be fixed by NMRC from time to time depending on the requirement / traffic pattern at different stations / locations of NMRC.

**2.6. Requirements for Personnel**

The personnel deployed for the Ticket Vending Operators and Supervisors should be qualified and trained in the relevant work and have the knowledge of safety procedures. The minimum qualification of Ticket Vending Personnel should be required as mentioned below.

Sl. No.	Category	Number of Personnel	Minimum Eligibility Criteria
1	Supervisors	3	<ul style="list-style-type: none"> <li>• Graduation</li> <li>• 3 years of experience in similar work</li> </ul>
2	Ticket Vending Operators	126	<ul style="list-style-type: none"> <li>• 12th pass</li> <li>• Basic knowledge of computer operations</li> </ul>

The Ticket Vending Operators and Supervisors shall acquaint themselves with the station systems at respective NMRC's Stations / other installations.

Contractor shall deploy his personnel only after obtaining NMRC's approval duly submitting Curriculum Vitae (CV) of these personnel to NMRC in advance. Each CV shall be submitted duly verified by the contractor's authorized representative and shall contains the following information but not limited to-

- a. Name in full
- b. Father's name
- c. Date of Birth
- d. Present Address
- e. Permanent Address
- f. Educational Qualification
- g. AADHAR Card Number
- h. Experience

For any change in contractor's personnel, NMRC shall be advised at least one week in advance and contractor shall be required to obtain NMRC's approval for all such changes along with their CVs.

**2.7. Training**

The Ticket Vending Operators and Supervisors deputed by the contractor should be adequately trained in related services. NMRC may give basic training / familiarization of the NMRC system for the personnel of the contractor under the contract initially and this period will not be counted as shifts manned by contractor's personnel for the purpose of payment under the contract. This training shall be charged at the rate of Rs.150/- per person for a batch of minimum 20 persons. If batch size is more than 20, that will be charged on pro-rate basis. The payment of training fee shall be deposited in form of Bank Draft in favour of NMRC under proper covering letter.

## 2.8. Uniforms, Name Badges and Photo Identity Proof

The contractor shall be required to provide the Uniform (design and shade approved by NMRC), at its own cost to all the personnel deployed under the contract, and in addition High Visibility Vest shall be provided to the personnel who may be required to wear the same while performing duty at the Station Platforms. Proper record should be maintained by the contractor for supply of Uniform, free of cost, to its personnel with their acknowledgment and the same should be produced before NMRC for verification.

All Ticket Vending Operators and Supervisors shall dress in neat, clean and prescribed uniform with name badge properly displayed. All Ticket Vending Operators and Supervisors shall have company issued valid photo identity card. Necessary Personnel protective Equipment shall be provided by the contractor.

## 2.9. Communication Facility

Supervisor of each location shall be given a mobile/WLL telephone, which shall be used by shift-supervisors for communication with NMRC personal in case of any requirement.

The following facilities will be provided by the Employer

- a. One room at the designated location, to be utilized as control for day to day operational requirement, with sufficient lighting arrangement.
- b. Communication facility i.e. Intercom to the personnel shall be provided by the Contractor as per the NMRC's assessment.
- c. Mess room is provided at station for Lunch/Tea/Rest, as available.

## 2.10. Obligations of the Contractor

- a. Register of shift schedule specifying allocation of duties to the personnel shall be maintained by the contractor. It should be ensured that no manpower has worked for more than one shift of 9 hours including 1 hour break on a day.
- b. The contractor shall ensure that personnel deployed under the contract are not members of any union.
- c. If any damages / loss / theft etc. occurs in the Station premise / area under supervision due to Ticket Vending 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.
- d. The Contractor shall indemnify and hold NMRC harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- e. The Contractor shall ensure that its personnel shall not at any time, without the consent of NMRC, in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by NMRC and shall not disclose to any person information to the affairs of NMRC.
- f. All necessary reports, records, registers and other information, under the Contract and all other Statutory Laws, shall be deposited by the contractor on demand by NMRC.
- g. The Contractor will maintain all record of property & equipment of NMRC handed over to him for use or under his control. Any damage or loss caused by contractor's persons to the property & equipment of NMRC in whatever form may be recovered from the contractor. The Contractor shall not be held responsible for the damages/sabotage caused to the property of NMRC due to the trade union / riots / mobs / armed dacoit activities or any other event of force majeure.

### 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 the nature of work/ service, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- d. The 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. The 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. The 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 Indian Rupee (INR) only.
- k. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - i. A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the project;
  - ii. A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph above; or

- iii. A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.

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

- a. The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b. This tender document is available on the web site <http://etender.up.nic.in> or on NMRC website ([www.nmrcnoida.com](http://www.nmrcnoida.com)) to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender 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> and on Noida Metro website [www.nmrcnoida.com](http://www.nmrcnoida.com) to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/ e-Bid document. The Bidder's shall have to pay e-Bid document fee and EMD as mentioned in Data sheet through RTGS/NEFT on addresses given in data sheet. The scanned copy of RTGS/NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid document fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

#### 3.1.4. Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the GM (Technical), NMRC only before or during Pre-Bid Meeting held at NMRC. The envelopes/ communication shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: RFP for Ticket Vending Services at NMRC Stations"**. The responses will be posted to such queries on the official Website [www.nmrcnoida.com](http://www.nmrcnoida.com). NMRC reserves the right not to respond to any questions or provide any

- clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.
- c. A pre- submission meeting shall be called on the date mentioned in **Data Sheet** at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ e-Tendering website.
  - d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
  - e. However, NMRC shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Section 5.8 of this e-Bid document under Fraud and Corrupt Practices.
  - f. The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
  - g. The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

### 3.1.5. Amendment of e-Bid Document

- a. At any time prior to the deadline for submission of e-Bid, NMRC may, for any reason, whether at its on in iterative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in>, Noida Metro web site at E-link through corrigendum and form an integral part of e-Bid document. 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.

**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 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 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.

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

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

- c. Either they are not registered for "Manpower Services" category.
- d. Or they do not have valid registration as on the date of tender submission.

The tenderers seeking exemption from 'tender security', being MSEs, shall ensure their eligibility w.r.t above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration i.e. "Manpower Services" and Terminal Validity of registration. In absence of any of the above requirements no exemption for 'tender security' will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSEs.

**No further clarification shall be sought on the above.**

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

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

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

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

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

- 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. The name of Bidders, percentage price quoted for various items etc. will be announced at the meeting.

#### 3.4.3. Correction of Errors

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

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

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

#### 3.4.5. Contacting NMRC

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

#### 3.4.6. Confidentiality

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

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

### **3.5. Award of Contract**

#### **3.5.1. Award Criteria**

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

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

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

#### **3.5.3. Contract**

- a. This contract is for the Ticket Vending Services at NMRC Stations.

#### **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 must either be a Sole proprietorship, registered partnership firm, public limited company and private limited company registered in India.
- b. The Bidder should have experience of minimum 5 (five) years from the date of registration for providing manpower services. The Bidder should have completed 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 assignment of similar work of value not less than **Rs. 1.44 Crore** (Rupees One Crore Forty Four Lakh only) or
  - ii. Two assignments of similar work of value not less than **Rs. 90 Lakh** (Rupees Ninety Lakh only) each or
  - iii. Three assignments of similar work of value not less than **Rs. 72 Lakh** (Rupees Seventy Two Lakh only) each

**Definition of Similar Work** – Work involving provision of trained, uniformed and computer literate manpower for ticketing services at metro rail/Railways/Road transport systems, collection of Tolls at Toll plazas, Cash/Ticket counter at Multiplex/Malls and other similar commercial places wherein such a manpower is deployed for issuance of tickets on collection of applicable charges. The value of work means only the amount paid to the contractor on account of the provision of said manpower and not the amount collected by the manpower.

- c. The Bidder should have minimum Average Annual Turnover from similar work of **Rs. 1.44 Crore** (Rupees One Crore Forty Four Lakh only) in the last 3 (three) Financial Years (2015-2016, 2016-17, 2017-18) preceding the Bid Due Date.
- d. The Bidder should have minimum Net Worth of **Rs. 36 Lakh** (Rupees Thirty Six Lakh only) in last audited Financial Year.
- e. The Bidder should have Positive Profit before Tax in at least 2 (two) years, out of the last 3 (three) Financial Years (2015-2016, 2016-17, 2017-18)
- f. The Bidder should be registered with Labour Department for supply of manpower.
- g. The Bidder must have at least 300 personnel and it should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts in India.
- h. The Bidder must have either the Registered Office or the functional Branch Office located in Delhi NCR.
- i. The Bidder should be registered with the Goods and Services Tax Authorities.
- j. The Bidder should neither be a black listed/debarred firm nor should its contracts have been terminated/ foreclosed by any company / department during the last 5 (five) Financial Years due to non- fulfilment of Contractual obligations.

Please Note:

- a. No consortium is allowed.
- b. In case audited annual accounts of the last financial year i.e. 2017-18 are not made available by the bidder, he has to submit an affidavit certifying that "the annual accounts have actually not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared.

The Bidder shall also furnish the following:

- a. For above criteria 4.1a
  - i. Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc.
  - ii. Articles of Association and Memorandum of Association (if applicable)
  - iii. PAN certificate as per the legal entity
  
- b. For above criteria 4.1b
  - i. Form 4: Work Experience with documentary proof
  
- c. For above criteria 4.1c, 4.1d,4.1e
  - i. Form 5: Financial Capability Details
  - ii. A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years  
In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that “The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared.”
  - iii. Self-certified copy of ITR
  
- d. For above criteria 4.1f
  - i. Self-attested copy of certificate of Labour Department for supply of manpower
  
- e. For above criteria 4.1g
  - i. Self-attested copy of ESI and EPF registration certificate
  - ii. Form 10 Deployment of Personnel  
(Self-attested copy of EPF registration number with Challan copy of the EPF submitted for at least 300 personnel; Self-attested copy of ESI registration number with Challan copy of the ESI submitted for at least 300 personnel)
  
- f. For above criteria 4.1h
  - i. Proof of Registered Office or the functional Branch Office located in Delhi NCR
  
- g. For above criteria 4.1i
  - i. Self-certified copy of GST registration certificate
  
- h. For above criteria 4.1j
  - i. Form 8: Undertaking - 1

#### 4.2. Bid Capacity Criteria

The Bidders will be qualified only if their available bid capacity is more than the approximate cost of work as per RFP. Available bid capacity will be calculated based on the following formula:

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

Where,

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



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

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

The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated above, shall not be considered for further evaluation and therefore rejected.

#### 4.3. Information of the Technical and Financial Proposal

- a. The Bidder satisfying technical and financial eligibility criteria under Clause 4.1 shall be considered as technically and financially qualified.
- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- c. The percentage to be quoted by Bidders shall be filled in Figures only. In case of quoted percentage having decimal places, only first two digits after decimal shall be considered, without any rounding off for third and more digits. If a tendered quotes 'Nil' or 'Negative' percentage or offers rebate/ concession/ discount for items in BOQ, then his Financial Bid shall be treated as non-responsive and will not to be considered and EMD of such a bidder will be forfeited.
- d. The Bidder with the lowest quoted amount for the Ticket Vending Services for the period of 4 years (L1 bidder) shall be selected for the award of contract.

#### 4.4. Selection of Bidder

NMRC shall award the Contract for Ticket Vending Services to the Lowest Tenderer (L1 bidder), whose tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents.

- a. In case, two or more technically qualified bidders quote the same percentage in the Commercial Bid, and become Lowest (i.e. L-1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover from 'Similar Works' (as per Minimum Eligibility Criteria defined in Section 4 under "Definition of Similar Work" - Clause 4.1) during the last 3 years ending on the last day of the month preceding the month in which the tender has been floated. Experience certificate / work completion certificate on client's letter head is mandatory to ascertain the nature, period and value of work which shall be required to be uploaded by the bidder by the last date of tender submission.

No additional documents shall be accepted by NMRC after the Bid Submission.

- b. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- c. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA.
- d. No correspondence will be entertained by NMRC from the unsuccessful bidders.

#### 4.5. Notice of Award and Execution of Contract Agreement

- a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- b. The Selected Bidder shall, within 10 (ten) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually

agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA

- c. The Successful Bidder shall execute the Contract Agreement within 30 (thirty) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- 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.**
- f. In case the variation in individual items or the group of items as stipulated above, is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the NMRC and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity. In case the contractor executes the extra quantity without written approval of the NMRC with specific instructions to execute pending the finalization of rates, the payment shall be made at contract rate only. In the event of disagreement, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items and the Engineer shall be free to get such additional quantities beyond 25% new items executed through any other agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.

#### 4.6. Performance Bank Guarantee / Security Deposit

- a. To fulfil the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit 10% of the Contract Price in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favour of NMRC valid for 4 years and 6 months within 30 days from Notice of Award before signing of agreement. 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. In case of extension of tenure by 6 months, the performance bank guarantee shall be extended by 6 months as well.
- 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. It is to noted that if contract value increases by more than 25% of the original contract value, the performance bank guarantee shall be increased accordingly.
- 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.

#### 4.7. Contract during Proposal Evaluation

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

GM (Technical)  
Noida Metro Rail Corporation,  
Block-III, 3rd Floor, Ganga Shopping Complex,  
Sector-29, Noida 201301  
Email: [nmrcmanoj@gmail.com](mailto:nmrcremanoj@gmail.com)

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

#### 4.8. Project Financial Terms

##### 4.8.1. Payment Terms

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

- a. The payment will be made on a monthly basis as per the accepted rates based on the actual service provided at metro stations and other locations. The Contractor will raise bills to the Managing Director, Noida Metro Rail Corporation.
- b. Joint Payment Procedure – Payment shall be made monthly. Attendance of the staff (verifiable record) is maintained at stations on daily basis. Preferably online disbursement of wages of staff/ workers to be done and complied statement to be submitted to NMRC for verification. These records shall be submitted by 25th of each month to enable NMRC to release 75% of due payment for the current month payment may be released by 5th of the next month so that wages shall be paid by 7th of next month by the agency. The detail bills complying all the statutory provisions shall be submitted by 15th of the next month so that balance 25% payment of preceding month shall be released.
- c. Payments due shall be made by NMRC through cheque, DD or RTGS/NEFT favoring the Contractor as soon as possible after the receipt of bill in the Corporation.

- d. The payment of monthly bills will be released only after receipt of documentary evidence towards
  - i. Payments of agreed wages to the personnel deployed in NMRC through Bank Account
  - ii. Details of EPF and ESI amount deposited for the previous month along with copies of challan and list of workers/ employees for which such EPF, ESI contribution amount has been deposited. (It is to be noted that Separate Provident Fund Code No./ ECR to be created for personnel deployed at NMRC ). Copy of bill period month's contract specific EPF Challan, ECR and ESI Challan.
  - iii. Copy of bill period month's contract specific GST Challan /confirmation
  - iv. Necessary undertakings /annexure(s).
  - v. Any other document demanded by NMRC.
- e. Details of deployment, documentary proof jointly signed by the Station Controller / Station Manager / team of NMRC of the respective station and the contractor / his representative / personnel authorized by him. The same shall be verified by the Asstt. Manager/Manager/ team of NMRC. Further a summary of the bill shall be attached.
- f. A requisite portion of the bill or whole of the bill amount shall be held up till such proofs are not furnished, at the discretion of the NMRC
- g. The payment shall be done after deducting direct/indirect tax and labour cess etc. as applicable.
- h. No amount of interest will be payable by NMRC, in case of delay or on any other count.
- i. Necessary certificate of deduction of Income Tax at source shall be issued and furnished to the Contractor.
- j. Any type of statutory taxes applicable on services under this tender (either in force at present or made applicable in future by a competent order/notification) will be borne by the Contractor and the Corporation would make no extra payment on this account.
- k. No advance payment will be made to the Contractor.
- l. Payment will be made only for the personnel ordered & actually deployed by the Contractor.
- m. No overtime is considered to achieve higher level of safety standards. The tenderer should consider execution of work in shifts as per NMRC Requirement.
- n. The Contractor must ensure timely payment of Salary, PF, ESI etc. and prompt medical facility to sick/injured and to all staff.

#### 4.8.2. Payment Terms

- a. Payment for manpower shall be made by NMRC in (INR) Indian Rupees against the documents as mentioned in Clause 4.8.1.
- b. For the purpose of On-account payment, the Contractor shall submit detailed duty hours shifts actually carried out at stations/other locations as per NMRC prescribed format for checking and payment, as required. Payment will be effected based on unit rates as approved in the Bill of Quantities.
- c. The contractor shall be required to make a written request, on their company's letter head, for release of 75% of the billing amount corresponding to the services rendered as communicated by concerned office of NMRC. The contractor shall be required to submit the same to concerned office of NMRC within two working days from the date of intimation by concerned office of NMRC about the shifts manned by the contractor. No other document is required to be submitted by the contractor with this request.

- d. In case the contractor fails to submit the completed bill of a particular billing period for which 75% running account payments has been made then running account payment for the subsequent month's services rendered will be reduced to 50%only.
- e. The payment shall be made on a monthly basis for numbers of days /Shifts worked in a month. Payment shall be made only as per attendance recorded in registers in all circumstances. At the end of the month, the contractor shall submit necessary documents & Bill in the standard format for payment.
- f. If the contractor fails to submit the completed bills of a particular month even after lapse of 2 subsequent months then necessary action for termination of the contract shall be initiated.

## 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.
- c. The Contractor shall forthwith notify the Employer of any change in constitution of the firm.

#### 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 and their personnel shall pay such taxes, duties, fees, and other impositions levied under the Government of India Act, the amount of which is deemed to have been included in the Contract Price (except GST).
- b. 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. The date the Contract comes into effect is defined as the Commencement Date.

#### 5.2.2. Commencement of Services

The Firm shall begin carrying out the Services from the Commencement Date 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 after the Commencement Date 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

- a. By the Corporation (NMRC)

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

- i. If the Contractor fails to commence the work within 15 days from date of signing of contract or any other time timeframe as communicated by NMRC in written.
- ii. If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Corporation may have subsequently approved in writing.
- iii. If any information provided by the Contractor in the Bid submission is found to be false later on.
- iv. If the Contractor is not complying with applicable labour laws for the workers/staff deployed on the project.
- v. If the Contractor becomes insolvent or bankrupt.
- vi. If the Contractor, in the judgment of the NMRC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vii. If, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- viii. If the Corporation, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- ix. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.9.2 hereof.
- x. The Contractor suspends or abandons the operations of the Project without prior consent of NMRC, provided that the Contractor shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) or on account of breach by NMRC of its obligations under this agreement.

### **Consequences in case of Termination in Event of Default by Contractor**

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

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

#### **b. By the Contractor**

The Contractor may terminate the Contract, by not less than thirty (30) days' written notice to the Corporation, such notice to be given after the occurrence of any of the events specified in paragraphs i through iii of this Clause 5.2.6b:

- i. If the Corporation fails to pay any money due to the Contractor pursuant to the Contract and not subject to dispute pursuant to Clause 5.9 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
- ii. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- iii. If the Corporation fails to comply with any final decision reached as a result of arbitration pursuant to Clause 5.9.2 hereof.

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

Upon termination of the Contract pursuant to Clause 5.2.6, NMRC shall make the following payments to the Contractor: (a) payment pursuant to Clause 4.8.1 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs i through vi, ix and x of Clause 5.2.6a, payment adjusted to the reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract and /or adjustment of performance security as case may be.

### **5.3. Obligations of the Contractor**

#### **5.3.1. General**

The Contractor shall always act, in respect of any matter relating to the Contract or to the Services, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Sub-Firms or third Parties.

#### **5.3.2. Standard of Performance**

The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices.

#### **5.3.3. 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.



#### 5.3.4. Prohibition of Conflicting Activities

The Contractor shall not engage, and shall cause their Personnel as well as their Sub- Firms and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

#### 5.3.5. Confidentiality

Except with the prior written consent of the Corporation, the Contractor and the Personnel shall not at any time communicate to any person or entity any information, maps, images, reports, etc. acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. This clause shall survive even after expiry of this contract.

#### 5.3.6. Contractor's Actions

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

- a. Entering into a subcontract for the performance of any part of the Services,
- b. Appointing such members of the Personnel not listed in the team presented in the proposal submitted by the Contractor

#### 5.3.7. Reporting Obligations

The Contractor shall submit to the Corporation the reports and documents specified in RFP Document, in the form, in the numbers and within the time periods set forth in the RFP Document.

#### 5.3.8. Accounting, Inspection and Auditing

The Contractor shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.

### 5.4. **Statutory Obligations of the Contractor**

- a. The Bidder shall comply with all labour legislations applicable to its employees. The NMRC shall not, in anyway be responsible in this regard either in part or in full. The Bidder shall also pay to its employees nothing less than the minimum wages as may be notified from time to time.
- b. If non-compliance of labour laws in force is found on behalf of the Bidder, the contract may be terminated without prior information and without any liability or compensation to the Bidder. In such case, the Corporation would be free to get the services from another source on the risk and cost of the Bidder.
- c. Bidder's personnel engaged for Services under this tender will be employees/workers of the Bidder, and there will be no relation between the Bidder's personnel and the Corporation.
- d. All services shall be performed by the persons qualified and skilled in performing such services. The persons engaged shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this office. If this office finds any person(s) employed by the service provider incompetent, the service provider will be bound to replace the same with a competent person(s) to the satisfaction of this office.
- e. The Corporation will not be responsible for any accident involving any personnel of the Bidder while on work. The Bidder itself would be responsible for such accident and also for any kind of compensation to any worker/employee for such accident. The Bidder will have to provide ESI cover to its personnel.
- f. The Bidder shall issue letters of appointment indicating period of contract and nature of engagement to its employees. It shall maintain full and complete attendance records and all other registers under various labour laws in force and applicable. It shall also maintain all statutory

registers under the law. The Bidder shall produce the same, on demand, to the concerned authority of the Corporation or any other authority under law.

- g. The Bidder shall be responsible for implementation of provisions of all statutory requirements relating to license under the Contract Labour (Regulation and Abolition) Act 1970, and shall also comply with all the requirements under said Act and the rules framed there under.
- h. The personnel employed by the Contractor shall abide by all rules and regulations of NMRC.
- i. The Bidder shall allow the Authorities officials to verify its books in so far as they relate to statutory compliances and provide on demand such documentary proof as may be required by the Corporation. It shall be the responsibility of the Bidder to pay its employees for their services, at all times and comply with the requirements related to Income tax and other statutory laws, if any, as applicable.

#### **5.5. Contractor's Personnel**

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

#### **5.6. Obligations of the Corporation**

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

#### **5.7. 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.

#### **5.8. 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 5.8a 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 corporation, designed to establish prices at artificial, non-competitive levels;
  - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
- d. Measures to be taken:
- i. The Corporation shall have right to cancel the engagement of the 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.

## 5.9. Settlement of Disputes

### 5.9.1. 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.

### 5.9.2. 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.

Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs.50 lakh and to a panel of three Arbitrators if total value of claims is more than Rs.50 lakh. NMRC shall provide a panel of three Arbitrators for the claims up to Rs.50 Lakh and a panel of five Arbitrators for claims of more than Rs.50 Lakh which may also include NMRC officers. The Contractor shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. NMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only as the presiding arbitrator. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being call as a witness and giving evidence before the arbitrator(s) on any matter whatsoever, relevant to dispute or difference referred to the arbitrators. The arbitration proceedings shall be held in Noida only. The language of the proceedings, that of documents and communication shall be English.

### 5.9.3. 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.

### 5.9.4. Cost

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

### 5.9.5. Suspension of Work on Account of Arbitration

There should be no impact on the ongoing services in case the matter is referred to Arbitration.

## 5.10. General Indemnity

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

## 5.11. Contractor's Use of Employer's Documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract.

They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

## 5.12. Compliance with Statutes, Regulations and Laws

The Contractor shall familiarise themselves and conform in all aspects with –

- a. the provision of any enactment in India as applicable from time to time
- b. the regulations or bye-laws of any local body and utilities.
- c. The Contractor shall be bound to give all notices required by statute, regulations or by-laws, as aforesaid and to pay all fees and bills payable in respect thereof. The Contractor will arrange necessary clearances and approvals before the Work/ Service is taken up.

Ignorance of Rules, Regulations and Bylaws shall not constitute a basis for any claim at any stage of work/ service.

The Contractor shall indemnify the Employer against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, bye-laws or rules.

## 5.13. Protection of Environment

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

## 5.14. 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 services, 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. 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.
- e. 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.
- f. The Contractor 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.

### 6.2. Coordination with other Contractors

The Contractor shall plan and execute the contractual work in coordination & in co- operation with other contractors working for similar/other contracts.

### 6.3. Housing Facilities

The Contractor shall have to make his own arrangements for housing facilities for his staff.

### 6.4. Price Variation

Any escalation either in the minimum wages due to revision of wages, revision in VDA and/or ceiling of Wage/Salary limit for payment of EPF, ESI & Bonus etc., and/or in the percentage value of contribution towards EPF, ESI & Bonus etc. notified through government order/circulars etc. by government (state/union) then the contractor will be reimbursed revised statutory charges/wages etc. by NMRC after the date of submission of tender.

### 6.5. Penalties

- a. Penalty for deficiency in services shall be imposed & recovered from the Contractor. Details of deficiencies are given as under -

S. No	Offence	Penalty (with or without warning) each case
1.	Poor dress code	Up to Rs. 200
2.	Using Mobile phone or Listening music on Mobile/Other Devices on duty	
3.	Improper cleanliness at / near deputed place	
4.	Misbehavior and Poor Customer Support	Up to Rs. 500
5.	Violation of Business Rules	
6.	Breach of Instructions	
7.	Public Complaint on any account	
8.	Absent, Late reporting, Leaving place of duty before scheduled Time or without informing on duty Station Controller	Rs. 500
9.	Loss of Login ID / Card	
10.	Cash Mismatch during Inspection or Otherwise	Up to Rs. 1000
11.	Issue of Undervalue QR code (proved cases)	Rs. 1,000
12.	Overcharging (proved cases)	
13.	Misuse of Login ID / Card	To be decided

S. No	Offence	Penalty (with or without warning) each case
14.	Violation of Terms & Conditions of Contract	by Competent Authority
15.	Working at TOM/CCC with personal cash and indulgence in malpractices	
16.	Possession of Live QR Code / CSC	
17.	Delay in payment of dues to any workmen (per day per workman)	Rs. 100 per day per workman
18.	Making payment of the wages to the staff of the Contractor by the Contractor in the absence of Principal Employer's representative (for each violated date) – for Cash payments only	Rs. 10,000
19.	Non-compliance(s) of any other provision of labour laws, pointed out by Employer or their representative (for each non-compliance informed in writing, under the contract)	Rs. 5,000

The above mentioned penalty shall be imposed on contractor & same shall be deducted from contractor's monthly bill and nowhere may it be constituted that it has been imposed on individual Ticket Vending Services Personnel.

- b. Habitual offenders on above counts shall be recalled from the NMRC. Further, NMRC shall have the right to recall any person in case of passenger complaints / indulgence in malpractices or as decided by NMRC's representative in case the person is not performing the job satisfactorily or otherwise. The Contractor shall have to arrange suitable replacement in all such cases. In case staff is not working / performing to the entire satisfaction of NMRC the Contractor may be asked to issue recorded warning with or without penalty/fine.
- c. The above mentioned penalty shall be imposed on Contractor & same shall be deducted from Contractor's monthly bill and nowhere may it be constituted that it has been imposed on individual Ticket Vending Personnel.

Any liabilities arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by Contractor including all expenses/fines. The concerned Contractor's personnel shall attend the court as & when required.

### 6.6. Security Measures

- a. A fine up to Rs.50,000/- shall be imposed on the Contractor plus recovery of cost of items/equipment in addition to the police action against the staff if any employee of Contractor is caught stealing NMRC property.
- b. Contractor shall submit the undertaking that police verification of each employee and staff is completed before allowing him/her to perform duty. However employee may be permitted to perform duty up to 15 days from the date of issue of authorization list till his/her police verification formalities are completed.

## 6.7. Other Conditions

- a. The Bidder shall not be allowed to transfer, assign, pledge or subcontract its rights and responsibilities under this Contract to any other Contractor or organization without prior written permission of the Corporation.
- b. While discharging the assigned services, 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 ensure that the individual manpower deployed in the Corporation conforms to the technical specifications of educational and skill qualifications prescribed in this Bid Document.
- d. The Bidder shall provide List of persons to be deployed to NMRC & ensure to have following documents of the persons deployed with it before the commencement of work:
  - i. Bio-data of the persons along with the certificates in respect of educational/professional qualifications etc.
  - ii. Matriculation certificate (as applicable) containing date of birth
  - iii. Detailed proof of identity like driving license, bank account details, proof of residence and recent photograph
  - iv. Experience certificate

e. Insurance

All of the contractor's employees drawing monthly wages up to Rs.21,000/- shall have to be covered under ESI. The Contractor shall take insurance policy as specified in the Employee's Compensation Act only for those employees who are not covered by ESI.

The contractor shall insure against liability to third parties in the joint name of the Employer and the contractor for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer), staff of other contractor working in the premises, contractor staff under circumstances mentioned below) which may arise out of the performance of the contract. The insurance shall be at least for the amount of Rs.750000/- for each incident. (CAR policy is not required for Ticket Vending Services).

The Employer's risks of loss or damage to physical property in India and of death and personal injury occurring in India in consequence of the performance of obligations under the Contract are:

- i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- ii. rebellion, revolution, insurrection, or military or usurped power, or civil war, within India,
- iii. riot, commotion or disorder by persons unless solely restricted to or caused by employees of Contractor or of sub-contractors currently or formerly engaged in the Works,
- iv. Ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,
- v. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, and
- vi. use or occupation by the Employer of any part of the Works, except as may be specified in the Contract.



f. Insurance

Amount of Third Party Insurance = INR 0.75 Million for any one incident, with number of incidents mentioned.

The Contractor shall insure against liability to third parties in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) for any loss, damage, death or bodily injury which may occur to any physical property or to any person (except persons insured under as mentioned below), which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate. Such insurance shall be at least for the amount mentioned.

The Contractor shall affect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Sub-contractor (wherever applicable) in such a manner that the Employer and the Engineer are indemnified under the policy of insurance. For Sub-contractor's employees (wherever applicable), such insurance may be affected by the Sub-contractor, but the Contractor shall be responsible for compliance with this Clause.

g. Intellectual Property Rights

The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights.

The Contractor shall be promptly notified of any claim under this Sub- Clause made against the Employer. The Contractor shall, at his cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Employer or the Engineer shall not make any admission which might be prejudicial to the Contractor, unless the Contractor has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Contractor failing to act at Engineer's notice, the Employer shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under this Contract or any other Contract.

Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the Employer, his successors and assignees a royalty-free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works, designs or inventions incorporated and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works).

If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the Employer and the Contractor shall grant to the Employer a non-exclusive irrevocable and royalty-free licence (carrying the right to grant sub-license) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use.

If the Contractor uses proprietary software for the purpose of storing or utilising records the Contractor shall obtain at his own expense the grant of a licence or sub-licence to use such software in favour of the Employer and shall pay such licence fee or other payment as the grantor of such licence may require provided that the use of such software under the licence may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof.

The Contractor's permission referred to above shall be given, inter alia, to enable the Employer to disclose (under conditions of confidentiality satisfactory to the Contractor) programmes and documentation for a third party to undertake the performance of services for the Employer in respect of such programmes and documentation.

If any software is developed under the Contract or used by the Contractor for the purposes of storing or utilising records over which the Contractor or a third party holds title or other rights, the Contractor shall permit or obtain for the Employer (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute.

The Employer reserves the right to use other Software on or in connection with the Works.

#### h. Compliances

In the event of default being made in the payment of any money in respect of wages of any person employed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, NMRC may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by NMRC from the contractor.

If any money shall, as a result of any instructions from the Labour Authorities or claim or application made under any of the Labour Laws, or Regulations, is directed to be paid by NMRC, such money shall be deemed to be payable by the contractor to NMRC within seven days after the same shall have been demanded from the contractor. NMRC shall be entitled to recover the amount from the contractor by deduction from money due to the contractor.

Salary / Payment to the contracted employees shall be made by 7th of every month by the contractor. The Ticket Vending Services Personnel's & Supervisors will be employee of the contractor and all Statutory / Other liabilities will be paid by the contractor such as ESI, PF, Bonus and expenditure on Uniform, etc.

As far as EPF & MP Act, 1952 is concerned, it shall be the duty of the contractor to deposit the PF subscription, deducted from the payment of the labour engaged and equal amount of contribution made (Employer's Share) with the PF authorities within 7 days of close of every month. Contractor shall give particulars of the employees engaged by him for NMRC works and is required to submit details to NMRC. In any eventuality if the contractor fails to remit employee / employer's contribution towards PF subscription etc. within the stipulated time, NMRC is entitled to recover the equal amount from any money due or accrue to the contractor under this or any other contract with NMRC and deposit the amount in the name of the contractor with RPF, with an advice to RPF, duly furnishing particulars of labour engaged for NMRC works.

During the currency of contract agreement, the contractor shall abide by all statutory laws with special reference of the following:

- i. The contractor shall issue Employment Card to its workmen in Form-XIV within three days of employment. (CL(R&A)C Rules 76 Chapter-VII).
- ii. The contractor shall issue Service Certificate to its workmen on termination of employment in Form-XV. (CL(R&A)C Rules 77 Chapter-VII).

The contractor shall display Notices Showing the rates of wages, hours of work, wage period, date of payment, Name and address of the Inspectors having the jurisdiction and the date of payment of unpaid wages in English and in Hindi. CL(R&A)C Rules 81(1)(i). A copy of notice shall be sent to the Inspector and whenever any changes occur the same shall be communicated forthwith. [CL(R&A)C Rules 81(2)].

The contractor shall maintain following statutory Registers (The Gazette of India, notification dated 21<sup>st</sup> February 2017, G.S.R.154 (E) :

- i. Registers of persons employed in Form-A
- ii. Wage Register and Register of overtime (combined) in Form-B
- iii. Deduction Register for Damage or Loss, Fines and Advances in Form-C
- iv. Muster Roll Register in Form-D

The registers in the Forms specified in the Schedule to these rules shall be maintained either electronically or otherwise.

The contractor shall strictly follow the statutory labour laws appended below:-

- i. The contractor shall within fifteen days of the commencement or completion of each contract work under each contract submit a return to the Inspector in Form-VIA. CL(R&A)C Rules 25(2)(viii).
- ii. The contractor shall end half yearly return in Form-XXIV (in duplicate) to the Dy. CLC office not later than 30 days from close of the half year. CL(R&A)C Rules 82(1).
- iii. The contractor shall allow its worker a day of rest every week. (Rule-23 of Minimum Wages (Central) Rules, 1950).
- iv. **The contractor shall pay wages to his workmen not below the rate of Minimum Wages as notified by UP Government, through Bank transfer.**
- v. The contractor shall deposit PF contribution in respect to all its employees upto the wage ceiling limit of Rs.15,000/-. The PF shall be computed on Minimum Wages. Splitting of wages will not be allowed.
- vi. The contractor shall be covered under ESI act 1948, comply its provisions and facilitate benefits under this act to its workmen.
- vii. The contractors shall pay overtime at the rate of double the ordinary rate of wages, when a worker works for more than nine hours on any day or for more than forty-eight hours in any week. (Rule-25 of the Minimum Wages (Central) Rules, 1950).
- viii. The contractor shall disburse wages at the presence of Authorized Representative of the Principal Employer (sec-72, CL(R&A)C Rules).
- ix. The contractor shall issue wage slips to its workmen at least one day prior to the disbursement of wages. (CL(R&A)C Rules 78(b) Chapter VII)
- x. All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day. CL(R&A)C Rules-67 Chapter-VI.

The above list is not exhaustive but indicative only. The contractor must ensure all other applicable labour compliances also.

- i. The Contractor shall maintain following statutory Registers
  - i. Registers of persons employed
  - ii. Muster Roll Register
  - iii. Wage Register and Register of Overtime (combined)
  - iv. Deduction Register for Damage or Loss
- j. Any subsequent changes should be informed immediately. Authorized person of the NMRC will have right to inspect these documents as and when required.
- k. The personnel deputed to NMRC shall not be changed by the Bidder in general, except in the event of any person leaving the job due to his/her personal reasons. In the latter case, the Bidder shall immediately inform NMRC and provide a substitute well in advance. The payment pertaining to this overlapping period of the substitute shall be the responsibility of the Contractor. The Contractor shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
- l. The Bidder shall ensure that the personnel deployed are medically fit. The Bidder shall withdraw such employees who are not found medically suitable immediately on receipt of such a request from NMRC.
- m. For all intents and purposes, the Bidder shall be the "Employer" within the meaning of different Labor Legislations in respect of manpower so employed by it and deployed in NMRC. The persons deployed by the Bidder in NMRC shall not be entitled to claim any Master and Servant relationship with NMRC.
- n. The personnel posted by the supplying Bidder shall be on the roll of the supplying Bidder and have no right for any claim of regular employment in Corporation in any circumstances.
- o. The persons deployed by the Bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the Corporation during the currency or after expiry of the contract.
- p. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Bidder shall not be entitled to and will have no claim for any absorption in regular/other capacity in the Corporation.
- q. The personnel to be deployed shall be well behaved. In case it is felt by the NMRC that any personnel deployed is not suitable for carrying out his/her duties, then the personnel is to be replaced immediately by the Bidder.
- r. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Contractor as well as the persons deployed liable for penal action under the applicable laws besides, action for breach of contract.
- s. The Bidder shall replace immediately any of its personnel who are found unacceptable to NMRC because of incompetence, conflict of interest, improper conduct etc. upon receiving written notice from NMRC.
- t. The Bidder's personnel working should be energetic and efficient, while handling the assigned work. In case, the person employed by the Bidder commits any act of omission/commission that amounts to misconduct/ indiscipline/incompetence, the Bidder will be liable to take appropriate action against such person, including their removal from site of work, if required by the Corporation.
- u. The Bidder shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. NMRC shall in no way be responsible for settlement of such issues whatsoever.

- v. 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.
- w. The Bidder would be responsible for the character & conduct of its personnel. Persons of doubtful character, or with a criminal record, or with a history of conviction by a competent court of law shall not be deputed for work under this contract. In case of any complaint against any of the staff, the Bidder will be under obligation to change the staff concerned on the instruction of NMRC.
- x. It may be ensured that a character and antecedents verification certificate from the concerned police authorities or a certificate of "good moral character" in respect of all engaged persons attested by state government police officer not more than 1 year old from date of tender, may be provided at the time of engagement.
- y. The Contractor will furnish a Certificate that the personnel are trained and none of them was discharged from the service on ground of criminal charges, theft and unreliability.
- z. 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.
- aa. The Bidder will exercise supervision and control on all the personnel deployed under this contract.
- bb. The Corporation shall be at liberty to place order for providing services for which the tender has been accepted by indicating a service schedule spread over the full duration of contract, or may place order in parts.
- cc. The Bidder personnel must not consume or be under the influence of liquor or any other intoxicant while on duty.
- dd. The bidder's Fee shall be inclusive of all incidental charges, for manpower deployment, supervision, uniform, ID card, bidding cost, legal & statutory compliance cost, transport, bidder's profit, establishment/ overheads, all risks, rest relievers and any other obligations set out or implied in the Contract.
- ee. The Bidder shall not undertake any strikes or lock outs during the contract period.
- ff. The Contractor should submit application for Entry Permit card in the prescribe format clearly proving basic details affixing photograph and signature/Thumb impression of concerned staff. The Contractor has to pay requisite fee for police verification and cost of card. After receiving police verification report from concerned address of the staff, the Chief Security Commissioner office/ concerned office of NMRC or any other official as decided by NMRC will issue Entry Permit card of individual staff. In the absence of valid entry permit card, the contractual staff shall not be permitted to enter into the station premises.

## 7. Section 7: Draft Contract Agreement

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

**AND**

..... having its registered office at ..... represented by ..... (herein after called the "**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 Corporation desires that the Works/ Services 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 Corporation 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: Draft Contract Agreement
  - h. Section 8: Appendices and Forms
  - i. Amendment/ Modification, if any
- (iv) Notice of Award (.....) issued by NMRC
- (v) Letter of Acceptance of NOA (.....) given by ..... to NMRC
- (vi) Any other admitted correspondence documents between NMRC and the Bidder.

### 3. Duration of Contract

The Corporation intends to appoint a Contractor for providing manpower on a contractual basis to NMRC for a period of 4 (four) years, which may be extended for a further period of 6 (six) months

after reviewing the performance of the Contractor and depending upon the requirement and administrative convenience of NMRC in mutual agreement with the Bidder.

**4. Price Schedule**

NMRC shall consider the following Total Amount, as quoted by the Contractor as part of financial bid:

S. No.	Component	Qty.	Total Amount
1	Ticket Vending Operators	126	Rs.....
2	Supervisor	3	Rs.....
3	Miscellaneous Charges		Rs.....
	<b>Total</b>		<b>Rs. ....</b>
	<b>Rupees .....</b>		<b>Only.</b>

5. The courts at District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
6. In consideration of the payments to be made by the Corporation to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Corporation to execute the Works/ Services and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. **“Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document, Corrigendum, Addendum uploaded by NMRC on the E-Tender Portal (<http://etender.up.nic.in>) and any other correspondence in this regard, shall not be treated as a part of the contract Agreement & shall not be binding upon NMRC in anyway whatsoever at any stage of work during execution or thereafter.”**
7. The Corporation hereby covenants to pay the Contractor in consideration of the execution and completion of the Works/Services, 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 Corporation  
Signature of the authorized official

**Name of the official**

**Name of the official**

Stamp/Seal of the Contractor

Stamp/Seal of the Corporation

In the presence of:

In the presence of:

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

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_



## 8. Section 8: Appendices and Forms

### 8.1. Appendix 1: Metro Alignment



Fig: The Upcoming Metro Line

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

<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

**8.2. Appendix 2: Obligation/ Statutory Compliance to be ensured by Tenderer after Award of Works**

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

Note - A Non- filling or 'No' by Tenderer will lead to non-eligibility for Tenderer in further tendering process.

### 8.3. Form 1: Letter of Proposal Submission

[Location, Date]

To

GM (Technical)

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: Ticket Vending Services at NMRC Stations**

Dear Sir,

We, the undersigned, offer to provide the Ticket Vending Services to Noida Metro Rail Corporation Ltd. Stations in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We have filled the complete information correctly in Form 16: Bid Details.

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

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

\_\_\_\_\_  
Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

#### 8.4. Form 2: Firm Details

1. Details of the Bidder
  - a) Name
  - b) Country of incorporation/registration
  - c) Incorporation / Registration Number
  - d) Address of the corporate headquarters and its branch office(s) in India, if any
  - e) Date of incorporation/registration and/or commencement of business
  - f) GST Registration no.
2. Length of experience in the field
3. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in the Project.
4. Legal Status (Govt./ Govt. undertaking/ Public Limited/ Private Limited/ Partnership/ Proprietary)
5. Details of individual (s) who will serve as the point of contact/ communication for the Corporation within the Company:
  - a) Name:
  - b) Designation:
  - c) Company:
  - d) Address:
  - e) Telephone:
  - f) E-mail address:
  - g) Fax:
  - h) Mobile :
6. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder:
  - a) Name:
  - b) Designation:
  - c) Company:
  - d) Address:
  - e) Telephone:
  - f) E-mail address:
  - g) Fax:
  - h) Mobile:

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

**8.5. 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><u>S.No.</u></b>	<b><u>ELIGIBILITY CRITERIA</u></b>	<b>(To be filled by the Bidder)</b>
1	Sole proprietorship /registered partnership firm/ public limited company/ private limited company registered in India	Yes/ No
2	<p>The Bidder should have experience from the date of registration for providing manpower services. The Bidder should have completed during last 5 (five) years period ending last day of month previous to the one in which the bids are invited should be either of the following:</p> <ul style="list-style-type: none"> <li>i. One assignment of similar work of value not less than Rs. 1.44 Crore (Rupees One Crore Forty Four Lakh only) or</li> <li>ii. Two assignments of similar work of value not less than Rs. 90 Lakh (Rupees Ninety Lakh only) each or</li> <li>iii. Three assignments of similar work of value not less than Rs. 72 Lakh (Rupees Seventy Two Lakh only) each</li> </ul>	5 Years

<b>S.No.</b>	<b><u>ELIGIBILITY CRITERIA</u></b>	<b>(To be filled by the Bidder)</b>								
3	<p>The Bidder should have in the last 3 (three) Financial Years preceding the Bid Due Date -</p> <p><b>i.</b> Minimum Average Annual Turnover from similar work of Rs. 1.44 Crore (Rupees One Crore Forty Four Lakh only)</p>	<table border="1" data-bbox="692 376 1098 629"> <tr> <td data-bbox="692 376 900 439">FY 2017-18</td> <td data-bbox="900 376 1098 439"></td> </tr> <tr> <td data-bbox="692 439 900 501">FY 2016-17</td> <td data-bbox="900 439 1098 501"></td> </tr> <tr> <td data-bbox="692 501 900 564">FY 2015-16</td> <td data-bbox="900 501 1098 564"></td> </tr> <tr> <td data-bbox="692 564 900 629">Total</td> <td data-bbox="900 564 1098 629"></td> </tr> </table>	FY 2017-18		FY 2016-17		FY 2015-16		Total	
FY 2017-18										
FY 2016-17										
FY 2015-16										
Total										
4	<p>The Bidder should have</p> <p><b>i.</b> Minimum Net Worth of Rs. 36 Lakh (Rupees Thirty Six Lakh only) in last audited Financial Year.</p>	<table border="1" data-bbox="692 656 1098 719"> <tr> <td data-bbox="692 656 900 719">FY</td> <td data-bbox="900 656 1098 719"></td> </tr> </table>	FY							
FY										
5	<p>The Bidder should have Positive Profit before Tax in at least 2 (two) years, out of the last 3 (three) Financial Years (2015-2016, 2016-17, 2017-18)</p>									
6	<p>The Bidder should be registered with Labour Department for supply of manpower.</p>									
7	<p>The Bidder must have at least 300 personnel and it should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts in India.</p>									
8	<p>The Bidder must have either the Registered Office or the functional Branch Office located in Delhi NCR.</p>									
9	<p>The Bidder should be registered with the Goods and Services Tax Authorities.</p>									
10	<p>The Bidder should neither be a black listed/ debarred firm nor should its contracts have been terminated/ foreclosed by any company / department during the last 5 (five) Financial Years due to non-fulfilment of Contractual obligations.</p>									

**8.6. Form 4: Work Experience**

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

S.No.	Client Name, address, telephone number, e-mail etc	Brief scope of work	No. of personnel supplied	Period of Contract Start Date: End Date:	Value of Work (INR)

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

**NOTE:**

1. The tenderer shall upload details of work executed by them in the prescribed format for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof will not be evaluated.
2. Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.
3. For completed works, value of work done shall be updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.



**8.7. Form 5: Financial Capability Details**

Bidder should submit their financial details as per the following:

This is to certify that the Average Annual Turnover, Net Worth and Profitability of M/s ..... having registered office at ..... , as applicable, is as below:

S.No.	Financial year	Turnover from Similar Work
1.	2017-18	
2.	2016-17	
3.	2015-16	
	Average Annual Turnover	

S.No.	Financial year	Net Worth
1.		

S.No.	Financial year	Profitability
1.	2017-18	
2.	2016-17	
3.	2015-16	

**Certificate of the Chartered Accountants/Statutory Auditors**

Based on Audited Accounts and other relevant documents of \_\_\_\_\_ (Name of Bidder), we M/s \_\_\_\_\_, Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY 2015-16, 2016-17 and FY 2017-18 is correct.

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

### Undertaking

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

### Authorised Signatory

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

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

#### NOTE:

1. "Similar Work" for this contract shall be work involving provision of trained, uniformed and computer literate manpower for ticketing services at metro rail/Railways/Road transport systems, collection of Tolls at Toll plazas, Cash/Ticket counter at Multiplex/Malls and other similar commercial places wherein such manpower is deployed for issuance of tickets on collection of applicable charges. The value of work means only the amount paid to the contractor on account of the provision of said manpower and not the amount collected by the manpower.
2. All such documents reflect the financial data of the bidder and not that of sister or parent company.
3. The financial data in above prescribed format shall be certified by CA/ Company Auditor under his signature and stamp in original along with membership no.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. The Bidder shall provide the audited annual financial statements as required.

**8.8. Form 6: Bid Capacity Information**

Name and brief particulars of contract (Clearly indicate the part of the work assigned to the applicant(s))	Name of client with telephone number and fax number	Contract Value In Rupees Equivalent (Give only the value of work assigned to the applicant(s))	Value of balance work yet to be done in Rupee equivalent as on last day of the previous month of tender submission	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work to be done during next 48 months with effect from the first day of the month of tender submission
Total							

S.No.	Financial year	Total Value of Manpower Supply Works done as per audited financial statements
1.	FY 2017-18	
2.	FY 2016-17	
3.	FY 2015-16	
4.	FY 2014-15	
5.	FY 2013-14	

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

A = Rs. ....

N = .....years

B = Rs. ....

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

**Certificate of the Chartered Accountants / Company Auditor**

We, M/s \_\_\_\_\_, Chartered Accountants/ Company Auditors, certify that the above information is correct.

Name of Chartered Accountants / Company Auditor

Signature and Seal of Chartered Accountants/ Company Auditor

Membership Number of Chartered Accountants/ Company Auditor

**Authorised Signatory**

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

**NOTE:**

1. The financial data in above prescribed format shall be certified by Chartered Accountant/ Company Auditor in original under his signature & stamp along with audited financial statements
2. Value of existing commitments for on-going works during period of 48 months w.e.f. from the first day of the month of tender submission has to be uploaded by the tenderer in Form. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number

**8.9. Form 7: Memorandum**

**Name of Work: Ticket Vending Services at NMRC Stations**

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

I/We hereby declare that I/We shall treat the quotation documents 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.

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

**Witness:**

**Address:**

**Occupation**

## 8.10. Form 8: Undertaking - 1

### Name of Work: Ticket Vending Services at NMRC Stations

I confirm that I, \_\_\_\_\_

- a. Have not been banned /declared ineligible for corrupt and fraudulent practices by any government/government-undertaking/ semi-government/ govt. controlled institutions, any court of law having jurisdiction in India for the past 5 (five) years.
- b. Do not have any pending litigation & non-performing contracts during last 5 (five) years. Further, has not been barred by any government/government-undertaking/ semi-government/ govt. controlled institutions
- c. Have not abandoned any work in last 5 (five) years.
- d. Have not delayed in similar work completion during orders executed in last 5 (five) years.
- e. Do not ever been terminated due to poor performance.
- f. Have not suffered Bankruptcy/ insolvency in last 5 (five) years.
- g. Have not been blacklisted/debarred by any organization.
- h. Neither penalised with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any "Manpower Services" of value more than 10% of NIT cost of work, during 5 (five) years.
- i. Have not been put on defaulter's list of EPF/ESI/GST/Labour Deptt. etc during the last 5 (five) years.
- j. Have not been be involved in any illegal activity and/or has not been charge sheeted for any criminal act during the last 5 (five) years.
- k. Have not submitted any misleading information in the Bid.
- l. Am financially sound to perform the work.

#### Authorized signatory

Name:

Date:

Name of the Bidder with seal

8.11. Form 9: 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 'Ticket Vending Services at NMRC Stations' in response to the RFP Document dated \_\_\_\_\_ issued by Noida Metro Rail Corporation ("NMRC" or "the Corporation"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

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

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

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

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

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

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

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

WITNESS

1. ....

(Signature)  
Name .....

Designation.....

2. ....

(Signature)  
Name .....

Designation.....

Notes:

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



**8.12. Form 10: Deployment of Personnel**

(To be filled in by the Contractor for each Station)

Station Name: \_\_\_\_\_

Sl.No.	Category	Min No of Personnel to be deployed per day	Min No of Personnel proposed to be deployed (Per Day)	Tentative No of Personnel proposed to be deployed (Per Day)	Relevant Years of Experience in Similar Works
1	Supervisor	3			
2	Ticket Vending Operators	126			

**NOTE: -**

1. No Deviation in the Deployment of Tentative number of personnel for the Ticket Vending Services shall be acceptable. If any Tenderer proposes deviation in the Tender, such Tender shall not be considered and shall be rejected.
2. The Tentative numbers of personnel as mentioned above are required to be deployed on a daily basis as specified in this Tender.
3. The Tentative number of personnel required to be deployed (i.e. .... Ticket Vending personnel) have to be physically deployed on every day basis and therefore any personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the contractor as per the Statutory norms or rules etc. as applicable.
4. The CVs for the Ticket Vending personnel are to be submitted at office of the nominated NMRC official staff and intimate the office of the Engineer.

**8.13. Form 11: Personnel Details**

**Name of Work: Ticket Vending Services at NMRC Stations**

<b>Month/Year</b>	<b>Personnel and Grade</b>	<b>Number of Personnel</b>	<b>Proof (ESI/PPF challans)</b>

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

**8.14. Form 12: 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

8.15. Form 13: Declaration of Refund of Earnest Money

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

1 Bidder Name	<input type="text"/>
2 Bidder Address	<input type="text"/>
3 Bank Name	<input type="text"/>
4 Bank Branch	<input type="text"/>
5 A/c No	<input type="text"/>
6 IFSC Code	<input type="text"/>
7 PAN No.	<input type="text"/>
8 Tin/TAN No.	<input type="text"/>
9 GST No.	<input type="text"/>
10 Phone No.	<input type="text"/>
11 Mobile No.	<input type="text"/>
12 Email-Id	<input type="text"/>
13 Type of Account	<input type="text"/>

**For Office Use Only**

14 Party Unique Id	<input type="text"/>
--------------------	----------------------

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

Date:

Signature with Stamp/Seal

**8.16. Form 14: Proforma for Clarifications / Amendments on the RFP**

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

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

**8.17. Form 15: Bid Offer/ BOQ (Format)**

To

GM (Technical)

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: Ticket Vending Services at NMRC Stations**

Dear Sir,

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

I/we hereby quote for the Total Amount for providing Ticket Vending Services to NMRC basis as specified below, payable by NMRC.

**Price Schedule for Ticket Vending Services**

Sl. No.	Item Description	Manpower Quantity	Units	Rate (Per Month including PF@13.15% and ESI@4.75%)	Total Amount for 4 Years (In Figures)	Total Amount for 4 Years (In Words)
<b>1.00</b>	<b>Supply of Manpower</b>					
<b>1.01</b>	<b>Ticket Vending Operators</b>	126.00	Month	11060.27	<b>66892512.96</b>	INR Six Crore Sixty Eight Lakh Ninety Two Thousand Five Hundred & Twelve and Paise Ninety Six Only
<b>1.02</b>	<b>Supervisors</b>	3.00	Month	11060.27	<b>1592678.88</b>	INR Fifteen Lakh Ninety Two Thousand Six Hundred & Seventy Eight and Paise Eighty Eight Only
<b>1.03</b>	<b>Miscellaneous Charges:</b> Providing Uniform and other mandatory / customary facilities to all workmen (item no 1.01 & 1.02 above) as per applicable instructions / Prevalent laws like rest room etc. per 9 hours shift per day with 1 hour break (to be paid along with pay etc. on certification by engineer/executive for having provided the said facilities) including overhead of contractor (@ 5% of payment due for item no 1.01 & 1.02)	5.00	Percentage		<b>3424259.59</b>	INR Thirty Four Lakh Twenty Four Thousand Two Hundred & Fifty Nine and Paise Fifty Nine Only
<b>Total in Figures</b>					<b>71909451.43</b>	INR Seven Crore Nineteen Lakh Nine Thousand Four Hundred & Fifty One and Paise Forty Three Only
<b>Total Quoted Amount in Figures</b>			Select			INR Zero Only
<b>Total Quoted Amount in Words</b>		INR _____ Only				

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

**Description of BOQ**

S/N	Description of item	Manpower Quantity (Per Day)	Unit of measurement (Month)	Quantity (Number of months in 4 years)	Category as per Labour Laws (UP)	Minimum Wages	PF Contribution (@13.15%)	ESI Contribution (@ 4.75%)	Rate (Per Month including PF@13.15% and ESI@4.75%)	Amount for 4 Years
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G=F*.1315</b>	<b>H=F*.0475</b>	<b>I=F+G+H</b>	<b>J=B*I</b>
<b>1.01</b>	<b>Ticket Vending Operators</b>	126.00	Month	48	Skilled	9381.06	1233.61	445.60	11060.27	66892512.96
<b>1.02</b>	<b>Supervisors</b>	3.00	Month	48	Skilled	9381.06	1233.61	445.60	11060.27	1592678.88
<b>1.03</b>	<b>Miscellaneous Charges:</b> Providing Uniform and other mandatory / customary facilities to all workmen (item no 1.01 & 1.02 above) as per applicable instructions / Prevalent laws like rest room etc. per 9 hours shift per day with 1 hour break (to be paid along with pay etc. on certification by engineer/executive for having provided the said facilities) including overhead of contractor (@ 5% of payment due for item no 1.01 & 1.02)									3424259.59
<b>Amount for 4 Years</b>										<b>71909451.43</b>

Note:

- a. The percentage to be quoted by Bidders shall be filled in Figures only. In case of quoted percentage having decimal places, only first two digits after decimal shall be considered.
- b. The Amount Arrived at from Percentage Quoted, per 9 hours shift per day **including 01 hour break** would be treated as complete in all respect. It will be deemed to include other mandatory/ customary facilities, all incidental charges, supervision, transport, contractor's profit and establishment/overheads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract.
- c. The total 04 year payment due to contractor shall be inclusive of all taxes (except GST), Tender Requirements, Statutory Contributions, etc.
- d. **Percentage is required to be quoted by tenderer in figures only. If a tenderer quotes 'Nil' or 'Negative' percentage or offers rebate/concession/discount, then his Commercial Bid shall be treated as unresponsive and will not be considered and EMD will be forfeited.**
- e. For supply of the manpower minimum wages of U. P. State Government has been adopted vide circular no. 186-215/MW/15 dated 28.03.2018.
- f. In case of revision (increase/ decrease) either in minimum wages and / or ceiling of wage / salary limit for payment of EPF & ESI etc., and / or in to % value of contribution towards EPF & ESI etc. by the Government (State/ Union) then the contractor will be reimbursed revised statutory charges/ wages etc. accordingly the manpower deployment will be suitably modified. All payments that are statutory for these items are paid with the provision they are transferred to workmen in toto without any deduction whatsoever.
- g. The GST will be reimbursed based on the invoice of GST paid to the concerned authority by the contractor.
- h. Payment details should conform to the relevant legal/statutory provisions
- i. The Financial Bid submitted is unconditional (inclusive of all taxes including, duties, levies, etc. as applicable but **excluding GST**) and fulfills all the requirements of the TOR Document.
- j. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document.

Our Financial Proposal shall be binding upon, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**



**8.18. Form 16: Bid Details**

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

<b>S.No.</b>	<b>Particulars</b>	<b>Attached - Yes/ No</b>	<b>Page No. (Mandatory)</b>
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form 3: Capability Statement		
6	Form 4: Work Experience		
7	Form 5: Financial Capability Details		
8	Form 6: Bid Capacity Information		
9	Form 7: Memorandum		
10	Form 8: Undertaking - 1		
11	Form 9: Power of Attorney		
12	Form 10: Deployment of Personnel		
13	Form 11: Personnel Details		
14	Form 12: Salable Form for Tender Document		
15	Form 13: Declaration of Refund of Earnest Money		
16	Form 14: Proforma for Clarifications / Amendments on the RFP		
17	Form 15: Bid Offer/ BOQ (Format)		
18	Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc.		
19	Articles of Association and Memorandum of Association (if applicable)		
20	PAN certificate as per the legal entity		
21	A copy of the Audited balance sheets and Profit and Loss Statements for the last 5 (five) financial years		
22	Self-attested copy of certificate of Labour Department for supply of manpower		
23	Self-attested copy of ESI and EPF registration certificate		
24	Proof of Registered Office or the functional Branch Office located in Delhi NCR		
25	Self-certified copy of GST registration certificate		
26	The Contractor will furnish a Certificate that the personnel are trained and none of them was discharged from the service on ground of criminal charges, theft and unreliability.		
27	Any other document asked by the Corporation if submitted, specify the documents OR Any other document which the Tenderer considers relevant		