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NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

REQUEST FOR PROPOSAL (RFP)

Supply and installation of heavy-duty racks in workshop Area of Rolling Stock Department at Greater Noida Depot.

E-tender No. NMRC/RS/CS/RACKS/2022/229

December 2022

Issued by:

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

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Disclaimer

This Request for Proposal (RFP) Document (or "E-Tender" or "E-Bid") for **"Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot."** contains brief information about the scope of work and selection process for the Bidder ('the Contractor "or "the Tenderer"). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

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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 includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time

d) **"Bidder"** or **"Tenderer"** means any entity which is a sole proprietorship firm, a partnership firm or a company, in title and assigns which is submitting its bid pursuant to RFP Documents

e) **"Bid Due Date" means** Bid Submission end date and time given in the E-tender

f) **"e-Bid Security / Earnest Money Deposit (EMD)"** means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC

g) **"Performance Bank Guarantee/ Security Deposit"** means interest free amount to be deposited by the Contractor with NMRC as per terms and conditions of Contract Agreement as a security against the performance of the Contract agreement

h) **"NMRC"** means Noida Metro Rail Corporation Limited (or "Corporation" or "Purchaser" or "Employer")

i) **"Party"** means Contractor or Corporation (together they are called **"Parties"**)

j) **"Permits"** shall mean and include all applicable statutory, environmental or regulatory Contracts, authorization, permits, consents, approvals, registrations and franchises from concerned authorities

k) **"Re. or Rs. or INR"** means Indian Rupee

l) **"Revenue Operations Date (ROD)"** means the date of operation of Metro

m) **"Selected Bidder"** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of Contract

n) "**Work**" means all the work specified or set forth and required in and by the said specifications, hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications)

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

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Data Sheet

1	Name of the Bid	**Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot.**
2	Estimated Cost of Work	**Rs. 15,04,028.00/-**(Rupees Fifteen Lakh Four Thousand Twenty Eight and Zero Paisa Only) (inclusive of all Taxes charges levies etc.)
3	Time-period of contract	6 Months for Supply and installation plus 24 Months warranty
4	Method of selection	Cost Based Selection (Lowest –L1)
5	Bid Processing Fee	**Rs.5,900**/- (Rupees Five Thousand Nine Hundred Only) (inclusive of GST) through RTGS/NEFT only payable in favor of Noida Metro Rail Corporation Limited
6	Earnest Money Deposit (EMD)	**Rs. 30,080**/- (Rupees Thirty Thousand Eighty only)
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Corporation's official for addressing queries and clarifications	**DGM (RS, Ops &E)** Noida Metro Rail Corporation Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcrsandel@gmail.com, Website:www.nmrcnoida.com,http://etender.up.nic.in
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	Key Dates	Schedule
(a)	Uploading of Bid	21/12/2022
(b)	Date of pre-bid meeting	26/12/2022 [Time: 11:30 hrs]
(c)	Last date of receipt of Pre-bid Queries	28/12/2022 [Time: 17:00 hrs]
(d)	Last date of issuing amendment, if Any	03/01/2023
(e)	Last Date of Bid Submission	10/01/2023, up to 17:00 hrs (IST)
(f)	Date of Technical Bid Opening	11/01/2023,11:00 hrs (IST)
13	Consortium to be allowed	No
14	Account details	**For Bid Processing Fee & EMD** State Bank of India (04077) – Sector 18, Noida Gautam Buddha Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 **A/c No. 37707840592** **Noida Metro Rail Corporation Ltd.**

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1. Section 1: General Information

1.1. Background

a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.

b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed by Noida and Greater Noida Authorities for planning and executing urban transport projects in Noida, Greater Noida regions. The Corporation desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Corporation is to help create an efficient, safe, reliable, economical and affordable public transport system.

c. An elevated metro line between Noida and Greater Noida is already in operations in full swing.

d. NMRC invites E-Bids for selection of Contractor for **Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot**.

e. In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this RFP Document.

f. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted and financial proposal of only qualified Bidders will be opened.

1.2. About Metro Locations

The metro corridor is 29.7 km long in first phase and is known as Noida Greater Noida Metro Rail Corridor. It comprises 21 metro stations starting from Noida Sector 51 in Noida and ends up at Depot Station in Greater Noida. The map is in Appendix 1: Metro Alignment.

1.3. Communication

All communications should be addressed to -

DGM (RS, Ops &E)
Noida Metro Rail Corporation,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301
Email: nmrcrsandel@gmail.com

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2. Section 2: Terms of Reference

2.1. Objective

Execution of **Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot**. The Bidder is to carry out their self-assessment in respect of their capacity in terms of machinery and finance. Similarly the scope of work may also be reduced on account of poor performance and contractor shall have no right for any claims due to reduction in scope of work.

2.2 General

2.2.1 The works shall be done in accordance with Employer's Requirements and the other requirements of the Contract.

2.2.2 The supply and Installation Heavy-duty Racks work shall be executed to thehighest standards available using proven up-to-date good Engineering practices.

2.3 Scope of Work

The scope of the Works, in addition to those specified in the General Specification, includes the followings:

2.3.1 Design, manufacture, supply and installing of Heavy-duty Racks. The Scope shall include steel beams and all other associated Fittings required for installing of Heavy-duty Racks in workshop.

2.3.2 Preparation and supply of drawings, documents, samples, specimens &maintenance manuals as specified.

2.3.3 Supply of resources, materials, tools and manpower for fabrication, delivery, installation and testing of the load bearing capacity to meet the intended requirement.

2.3.4 Where necessary, confirm license applications and statutory submissions in accordance with Enactments up to the commencement of the Defects Liability Period.

2.3.5 Provide parts catalogue-containing details of all items& suppliers as mentioned in technical specifications of RFP.

It is to be noted:

a. The contractor shall plan & execute the work in such a way that the work proceeds smoothly to the satisfaction of engineer.

b. The Contractor shall attend regular coordination meetings convened by the employer/engineer for interface and adhere to the decisions taken in the meeting.

c. Access will be provided to the staff of the contractor appointed by employer for carrying out their works and bringing materials and Equipments at site. However, the security of materials and Equipments brought at the site will be the responsibility of the Contractor.

d. The Contractor shall take all necessary precautions to ensure safety of the staff, adjoining structures, materials &equipments and the work in progress as per the directions of engineer-in-charge.

e. All incidental arrangements for safe transport of Material, machine, tools etc. shall be the responsibility of the contractor. All expenditure to be incurred in this connection shall be borne by contractor.

(a) In case of discrepancy between Technical Specifications and provision in sub-clause in this NIT, the order of precedence will be as below:

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a. Provision in NIT/BOQ

b. Technical Specifications

- The warranty of the products shall be for a period of 2year from the date of issuance of acceptance/ work completion certificate.

2.4 The detailed Requirement with Technical Specifications are given below:

2.4.1 Dimension and Loading Bearing Capacity of Racks

S.No.	Description	Unit	Quantity
A	**Heavy-duty Racks (Powder Coated)**		
1	2100mm (H) X 2100mm (L) X 600mm (D) - **MAIN UNIT** 4 LOADING LEVEL & EACH LEVEL HAS 500 KG UDL LOAD CAPICITY.	Nos	12
2	2100MM (H) X 2100MM (L) X 600MM (D) - **ADD ON UNIT** 4 LOADING LEVEL & EACH LEVEL HAS 500 KG UDL LOAD CAPICITY.	Nos	34
B	**Wiremesh Work(Powder Coated)**		
1	Wiremesh Door with Locking Facility For each Rack	Nos	38
2	Wiremesh Covering for two sides of Racks (9 sets will consist 4 nos of racks**(One Main Unit+ Three Add On unit)** and 1 set will consist 2 racks**(One Main Unit+ One Add On unit)** and remaining 2 sets of 4 racks would be without wiremesh door and wiremesh covering.)	Sets	10

2.4.2 Material Specification

S.No.	Part Name	Thickness	Remarks
1	Pillar 50MM X 80MM	2mm	The raw materials procured from TATA steel / SAIL and are of superior Quality Cold/hot rolled coils confirming to relevant IS513/10743 or Equivalent grade.
2	Panel 150MM X 600 MM	1mm	
3	Beam 50mm x 60mm	1.6	

2.4.3 <u>Please refer annexure1 and 2 – for conceptual Design of Racks and Wiremesh Door</u>

- Bidders may also visit NMRC sites located at Rolling Stock department in Depot of NMRC (Greater Noida) during office timings.
- Bidders are also required to submit comprehensive drawings and specification datasheets in line with technical specifications as per RFP with their bids.
- Racks are to be supplied and installed within 6 (Six) Months from the date of signing of contract. In case if delivery and installation is delayed penalty will be imposed at the rate of 0.5 percent of the contract value per week to a limit of 2.5 percent. Contract will be terminated after 5 weeks of delay from last day of supply and installation period. In such an event, NMRC shall been titled to forfeit Bid Security or Security Deposit (interest free)/ Performance Bank Guarantee.

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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.

d. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.

e. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e-Bid.

f. A Bidder should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

g. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Corporation and/or by sending written queries to NMRC before the last date for receiving queries/clarifications.

h. NMRC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.

i. Any new taxes or any statutory variation [which comes into effect after the last date of submission of Bid on any item] during the contractual completion shall be to the Employer's account for which the Bidder shall furnish the documentary evidence in support of their claims. However, any increase in cost due to new taxes or change in existing taxes introduced during extended contractual period due to Bidder's fault shall be to his account.

j. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

k. Bidders shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders shall be considered to have a conflict of interest with one or more parties in this bidding process, if:

   i. A Bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the project;

   ii. A Bidder is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph above; or

   iii. A Bidder 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.

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3.1.1 Cost of Bid Document / e-Tender processing Fee

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

b. This tender document is available on the web site http://etender.up.nic.in or on NMRC website (www.nmrcnoida.com) to enable the Bidders 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 Bidders 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 there under;

e. acknowledged that it does not have a Conflict of Interest and

f. agreed to be bound by the undertaking provided by it under and in terms hereof.

3.1.3 Availability of Bid Document

This Bid document is available on the web site http://etender.up.nic.in and on Noida Metro website www.nmrcnoida.comto 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 DGM/RS, Ops &E/ 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: "Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot ".** The responses will be posted to all such queries on the official Websitewww.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.

c. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.

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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 of this e-Bid document under Fraud and Corrupt Practices.

f. The Bidder 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 Bidder. 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 Bidder 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 Bidder, 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 it's 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.inor NMRC's website www.nmrcnoida.com. The relevant clauses of the e-Bid document shall be treated as amended accordingly.

b. It shall be the sole responsibility of the prospective Bidder to check the web site http//etender.up.nic.in or NMRC's website www.nmrcnoida.comfrom 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.inor NMRC's website www.nmrcnoida.com procurement website http://etender.up.nic.in. The relevant clauses of the e-Bid document shall be treated as amended accordingly.

d. It shall be the sole responsibility of the prospective Bidder to check the web sitehttp://etender.up.nic.inor NMRC's website www.nmrcnoida.comfrom 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.

e. 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 websitehttp://etender.up.nic.in or NMRC's websitewww.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

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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 thee-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 of Bidder 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 financial quote.

3.2.3. Documents establishing Bidder's Qualification

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

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

3.2.4. E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document. Financial Quote shall comprise of the rate of Total Price for RFP for Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot. in the Bid form in figures.

3.2.5. E-Bid Currency

Prices shall be quoted in Indian Rupees only.

3.2.6. Formats and Signing of e-Bid

a. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.

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 thee-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

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websitehttp://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-Biding system it is necessary for the Bidders to be the registered users of the e-procurement website http://etender.up.nic.in. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration.

b. In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Biding 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-Biding 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.inthe 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

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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 thee-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

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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 thee-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 ofe-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 Clause3.4.5no 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 Bidder 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.

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b. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.

c. Unsuccessful Bidder's EMD will be returned promptly as soon as possible after opening of the Price Bid.

d. No interest will be paid by the Purchaser on the Earnest Money Deposit.

e. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.

f. The EMD may be forfeited:

   i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.

   ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.

g. 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 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 appropriate 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. **"Supply and Installation of Heavy-duty racks"** and Terminal Validity of registration.

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

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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 withClause3.3.1f

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.

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3.5. Award of Contract

3.5.1. Award Criteria

a. NMRC will award the contract as per evaluation criteria stated in the RFP Document.

b. NMRC will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

3.5.2. Notice of Award (NOA)

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

b. The acceptance of NOA will constitute the formation of the contract.

3.5.3. Contract

a. This contract is for the supply, installation, commissioning, training and maintenance of the equipment of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. All equipment must be brand new and unused. Unpacking/seal opening has to be done in presence of NMRC.

b. The whole contract is to be executed in the most approved, substantial and workmanship manner, to the entire satisfaction of the Purchaser or his nominee, who, both personally and may his deputies, shall have full power, at every stage of progress, to inspect the equipment at such times as he may deem fit and to reject any of the equipment which he may disapprove.

3.5.4. Signing of contract

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

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

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

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Section 4: Qualification, Evaluation and Selection Process

4.1. Eligibility Criteria

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

a. The Bidder should be Sole proprietorship/registered partnership firm/ public limited company/ private limited company. The firm and the companies should be registered in India.

b. The Bidder should have successfully completed in India during last **7 (Seven) years** period ending last day of month previous to the one as given below:
   i. One order of similar nature of value not less than **Rs. 12,03,000/-**(Rupees Twelve lakh Three thousand only) or
   ii. Two orders of similar nature of value not less than **Rs. 7,52,000/-**(Rupees Seven lakh Fifty Two thousand only) each or
   iii. Three orders of similar nature of value not less than **Rs. 6,01,000/-**(Rupees Six lakh One Thousand only) each

   Definition of Similar Works–Experience in Supply and Installation of Heavy-duty racks /Storage in Stores/warehousing facilities at Railways/Metros/Airports/Bus Depots/Office Premises/shopping malls/ Hospitals/ Hotels/Institutes utilizing similar work. Bidder can submit the credential of OEM along with MAF (Manufacturer Authorization letter) for participation in this particular tender.

c. The Bidder should have minimum **average annual turnover** of **Rs. 15,04,028.00** (Rs. Fifteen Lakh Four Thousand Twenty Eight and Paisa zero only) in the last 3 (three) Audited Financial Years **(2019-20, 2020-21,2021-22)** preceding the Bid Due Date.

d. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and any court of law and contracts have been terminated/ foreclosed by any company / department due to non- fulfillment of Contractual obligation in last 5 (five) financial years.

e. The Bidder should be registered with the Goods and Services Tax Authority.

f. The Profit before tax (PBT) of bidder during any of the financial year should be positive during immediately preceding 3 audited financial years.

NMRC, if required, may seek clarifications from bidders during the technical evaluation.
The Bidder shall also furnish the following:

a. For above criteria 4.1a
   i. Statutory proof of existence as the legal entity
   ii. PAN certificate as per legal entity
   iii. GST Registration Certificate as per legal entity

b. For above criteria 4.1b

   i. A statement as in Form 4: Work experience with Work Order/ Signed Contracts/ Completion Certificates, clearly indicating the value and nature of experiences.

c. For above criteria 4.1c, 4.1f
   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

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

iii. A self-attested copy of valid ITR for last three financial years.

d. For above criteria4.1d
   i. Form 7: Undertaking.

e. For above criteria 4.1e
   - Copy of GST registration

f. For above criteria 4.1f
   - CA certification (Form-05)

4.2. Personnel

The Bidder shall submit staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel and specialists for this work. The submission shall include a provisional management structure and organization chart showing areas of responsibility, relative seniorities and lines of reporting:

4.3. Compliance with Technical Specifications

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

4.4. Information of the Technical and Financial Proposal

a. The Bidder satisfying technical and financial eligibility criteria under Clause4.1 shall be considered as technically and financially qualified.

b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.

c. The Bidder with the lowest quoted price for "**Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot**" in the financial quote (L1 bidder) shall be selected for the award of contract.

4.5. Selection of Bidder

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

a. In case, two or more technically qualified bidders quote the same percentage in the Bid, and become Lowest (i.e. L-1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover from 'Similar Works' (as per Minimum Eligibility Criteria defined in Section 4 under "Definition of Similar Work") during the last 3 years ending on the last day of the month preceding the month in which the tender has been floated.

b. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.

c. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten)days from the date of issue of NOA.

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

4.6. 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 from the date of issue of 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 NMRC reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful Bidder. The bidder is bound to accept the increase or decrease in the tendered quantity up to 25% under this clause without any change in unit price.**

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

4.7. Performance Bank Guarantee / Security Deposit

a. To fulfill the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit **10% of the Contract Price in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond** issued by a scheduled bank in favor of **'Noida Metro Rail Corporation Limited',** which may be reduced for balance years on completion of each year, within 30 days from Notice of Award. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. The Performance Guarantee should be valid for a period of 06 (six) months beyond the Defect Liability Period. The performance bank guarantee should be issued by a bank branch located in Delhi/NCR, Noida or Greater Noida.

b. It is to note that if contract value increases by more than 25% of the original contract value, the performance bank guarantee shall be increased accordingly.

c. A Contract agreement will have to be signed by the Contractor at his cost on proper stamp paper.

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Without performance guarantee by Contractor, Contract agreement shall not be signed.

d. NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.

- 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.
- 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.
- 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.

4.8. 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:

DGM (RS, Ops & E)
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
Noida -201301, District Gautam Buddha Nagar, Uttar Pradesh
Email: nmrcrsandel@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.

4.9. Other Instruction

a. Canvassing in connection with the tenders is strictly prohibited and the tenders, submitted by Bidder, who resort to canvassing, are liable to be rejected. EMD will be forfeited of those tenders who will be found non- serious and if it is felt by the tender committee that the Bidders submitted their tender only to influence the tendering process.

b. On acceptance of the tender, the name of the accredited representative of the Contractor, who would be responsible for taking instructions from the NMRC or the official deputed by NMRC, shall be communicated to the NMRC or the official deputed by NMRC in writing.

4.10. Project Financial Terms

4.10.1 Payment Terms

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a. The payment will be made only for the work actually carried out as per the schedule of work (Bill of Quantity).

b. Income Tax is deductable at source while effecting payment of bills at the prescribed percentage as per the orders of the government.

c. GST, if claimed, will be reimbursed only if the GST registration number is mentioned in the invoice. In the absence of GST registration number, GST will not be reimbursed.

d. Quote PAN and GST on all correspondence, Bills, Vouchers and other documents otherwise TDS at higher of the prescribed rate will be deducted.

e. All payments to the contractors will be made by e-Payment /Account Payee Cheques.

f. Bills, correct in all respect, shall be submitted to Engineer -In-Charge, in duplicate along with supporting documents, who will arrange payment through Departments, NMRC

g. No advance of any type shall be paid.

h. TDS and GST TDS on monthly invoice of Bidder is deducted while processing monthly bills as per Govt. Guidelines.

i. Supporting documents to be submitted by contractor along with monthly bill as detail given in SCC.

j. No overtime is considered to achieve higher level of safety standards. The Bidder should consider execution of work in shifts as specified in the tender or desired by engineer in charge. The agency must ensure timely payment of salary, PF, ESI, etc. and prompt medical facility to sick/injured and to all staff.

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

SCC Clause	Reference to GCC Sub-Clause No.	Description
1	**Sub-Clause 3.2**	**Functions of Engineer** In addition to the duties mentioned in Clause 3.2 of General Conditions of Contract: (i) Shall watch and inspect the Works, monitor and examine any material to be used and workmanship employed by the Contractor in connection with the Works; (ii) Shall carry out such duties and exercise such powers vested in the Engineer in accordance with the provisions of the Contract; (iii) Shall issue instructions which in his opinion are necessary for the execution of the Works; and (iv) May issue any other instruction which in his opinion is desirable in connection with the Works. In case The Engineer is employee of any agency hired by the Employer, the Engineer shall take the approval of the Employer for all technical and financial matters otherwise he shall be deemed to have taken the approval of the Employer.
2	**Sub Clause 4.2.1**	**Performance Security** The amount of Performance Security for this contract will be 10% of contract value. If the contract value increases by more than 25% of the original contract value, the Performance Security will be increased accordingly for complete revised value on every increase. Performance security should be submitted within 30 days from date of issue of NOA. Non compliance will attract penalty AsperGCCClause4.2.1.
3	**Sub-Clause 4.4**	**Coordination with other Contractors** The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages
4	**Sub-clause 4.5**	**Sub-contractors** The work should not be sublet without the written approval of Engineer in-charge.
5	**Sub-Clause 4.10**	**Sufficiency of Tender** The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender. The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the items of works executed as per BOQ.

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SCC Clause	Reference to GCC Sub-Clause No.	Description
7	**Sub-Clauses 4.16 and 6.7**	**Safety Precautions** The Contractor is required to make himself aware of all the requirements of the Employer's Safety, Health and Environmental Manual in this regard and comply with them. The Site Safety Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance with Sub-Clauses 4.16 and 6.7 of General Conditions of Contract. The Contractor shall, from time to time and as necessary or required by the Engineer, produce supplements to the Site Safety Plan such that it is at all times a detailed, comprehensive and contemporaneous statement by the Contractor of his site safety and industrial health obligations, responsibilities, policies and procedures (under the laws of India) or as stated in the Contract or elsewhere relating to work on Site If at any time the Site Safety Plan is, in the opinion of the Engineer, insufficient or requires revision or modification to ensure the security of the Works and the safety of all workmen upon, and visitors to the Site, the Engineer may instruct the Contractor to revise the Site Safety Plan. The Contractor shall, within 14 days, submit the revised plan to the Engineer for review. **The contractor shall provide necessary barriers warning signals and other safety measures to avoid accidents**. He shall also indemnify department against claims for compensation arising out of negligence in this respect. Nothing in these specifications shall be construed to relieve the contractor of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with applicable statutory regulations and safety codes in force from the safety angle.
9	**Sub-Clause 4.18**	**Electricity and Water** Electricity and water shall be arranged by the contractor on his own and at his cost. If available, the Employer may provide Water supply and Electricity on chargeable basis. The contractor shall make his own arrangements to tap the Electricity from the nominated and existing sockets/ points. The contractor shall tap the Electricity as per IE Rules & IE Act (Latest) duly complying all safety precautions and under following conditions: (a) The contractor shall submit full scheme for the requirement of Electricity& water. If scheme mentions Electricity requirement which is beyond the capacity of the Employer, in that case the contractor shall make his own arrangements/ alternative arrangements. (b) The Contractor should make his own arrangements to draw the water from the available water point to the working place without affecting the Premises

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10	**Sub-Clause 4.19**	**Employer Supplied Machinery and Materials** The Employer will not provide any machinery or materials under the Contract.
11	**Sub Clause 4.27**	**Security of the Site** The Contractor shall take all measures necessary to ensure such security, including exercising control over all persons and vehicles which are employed or engaged on the Site or in connection with the Works or the other works comprising the Project and with the security arrangements applicable to any other site within the Project. The Contractor shall arrange the issue of passes for the admission of all persons and vehicles to the Site or to any part thereof and may refuse admission to or remove from the Site any person or vehicle failing to show an appropriate pass on demand to any duly authorized person. If required by the Engineer, the Contractor shall submit a list identifying all persons to whom passes have been issued together with two photographs of each person and all entities to which a pass has been issued in respect of any vehicle and shall satisfy the Engineer of the bonafides of any such person or entity. The Contractor shall not, without the written permission of the Engineer or otherwise in accordance with the Contract, allow access to the Site to any person unless the presence on Site of such person is necessary in connection with the execution of the Works or with the discharge of the duties of any relevant authority. For the purposes of this Clause only, "Site" shall include off-Site places of manufacture or storage and the Contractor's Work Areas and shall include, areas provided to the Contractor by others.
12	**Sub-Clause 5.3**	**Submission of Documents** The Contractor shall submit the drawings and documents, warranty certificates, Material Test certificate of supplied items wherever required or as required by the Engineer in charge. This submittal shall be made sufficiently before the Works are to be carried out to give the Engineer and the Employer reasonable time to examine the drawings or other documents, to prepare comments and for any changes to be accommodated by the Contractor. Where the consent of the Engineer is required, the Engineer shall notify the Contractor in writing of his decision either within such period as may expressly be stipulated in the Contract or otherwise within a reasonable time.

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15	**Sub-Clause 6.6**	**Housing Facilities** The Contractor shall have to make his own arrangements for housing facilities for his staff.
16	**Sub-Clause 6.7**	**Health and Safety** Contractors are required to have tie-up with well-equipped reputed hospitals having facilities of MRI, CT scan, Ultrasound, Blood Bank, specialist Doctors like neurosurgeon, orthopedic as mandatory requirement and fire station located in the neighborhood for attending to the casualties promptly and emergency vehicle kept on standby duty during the working hours for the purpose.
12	**Sub-Clause 8.2**	**Time for Completion** Time is essence of Contract and will remain so at all times during the pendency of the contract including the extended period of contract.
13	**Sub-Clause 8.3**	**Delay** In case of delay on the part of contractor, the contractor shall be liable to pay Liquidated Damages and any other compensation for the damages suffered by the Employer as per Clause 8.5 of GCC.
14	**Sub-Clause 8.5**	**Liquidated Damages for Delay** The total amount of Liquidated Damages for delay in completion of the works in all stages shall, however, not exceed the limit of Liquidated Damages stated in Appendix to form of Tender. The total ceiling limit of which is 15% of the Contract value including Liquidated Damages levied under the provision of Appendix 1 to Form of Tender. Liquidated Damages are recovered by the Employer from the Contractor for delay and not as penalty. The Parties agree that amount of Liquidated Damages levied under the Contract are the genuine pre-estimate of the loss suffered by the Employer because of which the Liquidated Damages have been levied on the Contractor. The Liquidated Damages may be recovered from any amount of money due from the Contractor under the Contract or any other Contract which the Contractor has with the Employer. The Liquidated Damages may also be recovered from the amount of Performance Security bank Guarantee and in that case the Contractor would be Liable to replenish the amount of Performance Security Bank Guarantee.

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18	**Sub-Clause 11.1** **Sub-Clause 11.1.1** **Sub-Clause 11.1.4**	**Contract Price & Payment** **In respect of All Inclusive Contract** The Contract Price, subject to any adjustment thereto in accordance with the contract conditions, shall be all inclusive (including all taxes, duties, royalties etc.) **Change in Taxes Duty** (a) " Change in Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender. (i) Any new tax which is imposed on Composite Works Contractors applicable on Metro Project. (ii) Change in the rate of GST on Composite Works Contractors applicable on Metro Project as Per GST Act. The Contract Price shall be adjusted due to any of the above two conditions. Adjustment in contract price will be applicable up to the stipulated date of completion of work including the extended period of completion where such extension has been granted under sub clause 8.4.1 of GCC or it is specifically mentioned that extension is with adjustment for changes as stated above. (c) If the extension of contract period is on account of contractor's fault under Sub-clause 8.4.3 of GCC, no compensation shall be made towards upward revision towards "change in Taxes/Duty (taking place during the said extended contract period)" as mentioned at Sl. No. (a) (i) & (ii) above, during the original contract period or extended contract period shall be on employer's account. (d) Any other changes (except on account of clause (a) (i) & (ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause provided in the Contract and in Contract where Price Variation clause s not provided, the impact on any other change (except on account of clause(a) (i) & (ii) above in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price. (e) Also, the contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the contract and Indian rupees from the last date of submission of tender.
19	**Sub clause 11.1.3**	**Price Variation** This is a fixed price contract and no Price Variation is admissible in this contract.
20	**Sub-Clause 11.2**	**Advance** No Advance is admissible in this contract.
21	**Sub-Clause 11.6**	**Payment** For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities. **TERMS OF PAYMENTS** • The standard payment terms subject to recoveries, if any, by way of liquidated damages will be as under. A) 70% payment of the supply value of equipment will be made on Delivery and physical verification by NMRC. B) 30% payment will be made after complete installation, testing and commissioning

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		Following documents to be provided for 70% payment • Order Copy • E-way Bill • Tax invoice • Delivery Challan • Storage insurance for 60 days Following documents to be provided for 30%payment • One set of completion drawings. • Work Completion cum acceptance certificate from NMRC. • No Claim certificate
22	**Sub-Clause 15.0**	**Insurance** (a) All of the contractor's employees drawing monthly wages upto ₹21,000/-or as applicable as per the enhanced limit, shall have to be covered under ESI. The Contractor shall take insurance policy as specified in the Employee's Compensation Act only for those employees who are not covered by ESI. (b) The contractor shall insure against liability to third parties in the joint name of the Employer and the contractor for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer, staff of other contractor working in the premises, contractor's staff under sub clause above which may arise out of the performance of the contract. The insurance shall be at least for the amount of ₹7,50, 000/- for each incident. (c) Insurance cover for Contractor's All Risk shall be full value of Contract price.
23	**Sub-Clause 18.1**	**Notices and Instructions** The Contractor shall furnish to the Employer/Engineer the postal address of his office. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Contractor. In addition, the Contractor may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.

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6. Section 6: Technical Specification of Heavy-duty Racks

6.1. The detailed Requirement with Technical Specifications are given below:

a. Dimension and Loading Bearing Capacity of Racks

S.No.	Description	Unit	Quantity
A	**Heavy-duty Racks (Powder Coated)**		
1	2100mm (H) X 2100mm (L) X 600mm (D) - **MAIN UNIT** 4 LOADING LEVEL & EACH LEVEL HAS 500 KG UDL LOAD CAPICITY.	Nos	12
2	2100MM (H) X 2100MM (L) X 600MM (D) - **ADD ON UNIT** 4 LOADING LEVEL & EACH LEVEL HAS 500 KG UDL LOAD CAPICITY.	Nos	34
B	**Wiremesh Work (Powder Coated)**		
1	Wiremesh Door with Locking Facility For each Rack	Nos	38
2	Wiremesh Covering for two sides of Racks (9 sets will consist 4 nos of racks**(One Main Unit+ Three Add On unit)** and 1 set will consist 2 racks**(One Main Unit+ One Add On unit)** and remaining 2 sets of 4 racks would be without wiremesh door and wiremesh covering.)	Sets	10

b. Material Specification

S.No.	Part Name	Thickness	Remarks
1	Pillar 50MM X 80MM	2mm	The raw materials procured from TATA steel / SAIL and are of superior Quality Cold/hot rolled coils confirming to relevant IS513/10743 or Equivalent grade.
2	Panel 150MM X 600 MM	1mm	
3	Beam 50mm x 60mm	1.6	

6.2 General Description of the Works

6.2.1 The work shall comprise the Supply and Installation of Heavy-duty Racks in Workshop area of Rolling Stock department at Greater Noida Depot.

6.2.2 Racks will be having four loading levels& each level has 500 kg UDL load capacity.

6.2.3 38 nos of Rack will have the Wiremesh door with locking facility from one side and two side will be covered with wiremesh.

6.2.4 The contractor shall quote for the Supply and Installation of Heavy-duty Racks in Workshop area of Rolling Stock department at Greater Noida Depot.

6.3 Design Responsibility

The Contractor shall be responsible for the design of the Permanent Works, which shall include but not be limited to:

6.3.1 **The development of the design shall be carried out in conjunction with the information contained in the Drawings and shall be in accordance with the Specification set out in**

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the Contract. The contractor shall obtain design approval from the designated Engineer-in-charge before starting the manufacturing of the bogie turn table.

6.3.2 The Contractor being responsible for the development and completion of the design of any other items of the Works as stated in the Contract, including, without limitation, the updating and amendment of the Drawings from time to time.

6.3.3 The Contractor, coordinating with the Engineer and Designated Contractors on all matters relating to design and documentation, shall retain full responsibility for managing such design and for the maintenance of all documentation associated with the design process. The personnel identified to fulfill these roles shall be direct employees of the Contractor.

6.3.4 The Contractor shall determine and verify as appropriate the materials, site measurements and installation criteria before adopting in the design of the equipment.

6.3.5 The Contractor shall ensure that the information contained in the submissions has been coordinated with the overall requirements of the Works and the works of the Designated Contractors.

6.3.6 The information that extracted from the Drawings and adopted by the Contractor in his design shall become the Contractor's design for which neither the Employer nor the Engineer shall be responsible.

6.3.7 The Contractor's designs, whether for Temporary Works or Permanent Works which are subject to the approval of any Relevant Authority, shall before submission to the Relevant Authority, be first submitted to the Engineer for review without objection. The Contractor must make all due allowances for the requirements of the Relevant Authorities' approval and consent process in the Works Programme and in the timing of the Works.

6.3.8 Responsibility for the Contractor's design proposals submitted to the Relevant Authorities shall remain with the Contractor who must provide sufficient resources to deal with subsequent questions, alterations etc. requested by the Relevant Authorities. All communications with any Relevant Authority, whether written or oral, must be copied/recorded to the Engineer.

6.3.9 The contractor may engage local agency for supply of steel, its fabrication and installation related works at site. However, selection of such agency will require employer's prior approval. The contractor shall solely be responsible for design, quality of fabrication works, its installation and shall issue quality certificate for the same. The contractor shall seek design approval of steel & fabrication, other item proposed to be used, from the Engineer in charge.

6.3.10 All steel used by the contractor shall be established to have adequate corrosion resistance.

6.3.11 Contractor shall demonstrate that the steel structure & metal component used in the machine will last for 30 years without any corrosion.

6.3.12 Contractor shall solely be responsible for supply, installation &load testing of the Racks and shall depute his engineers during installation & load testing.

6.4 GENERAL DESIGN REQUIREMENTS

The following general requirements on equipment design shall apply to all equipment.

6.4.1 The Heavy-duty Racks life shall be 15-years without rusting & corrosion in foundation, base frame and structural components.

6.4.2 The layouts given on the Drawings shall be used for conceptual purposes. The Contractor shall furnish their requirements in accordance to the Schedule of Key Dates in the Particular Specification.

6.4.3 Components of equipment of similar construction or similar application shall be mutually interchangeable. The Contractor shall, to the extent that he is responsible for the design or component selections of equipment items, recognize and implement all safety requirements and ensure that the design and performance of the equipment are compatible with the suitable international safety standards.

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6.4.4 The environment within which the Heavy-duty Racks to be installed shall be taken into consideration. The contractor is advised to carefully examine the air pollutants and deposits generally encountered in GREATER NOIDA.

6.4.5 Based on the experience gained during test, trials and use of Heavy-duty Racks or any problem arises which warrants re-check of the design /manufacture/ quality of the equipment, the contractor shall be responsible for all modification as required and these shall be done without any extra cost to the employer.

6.4.6 Any modification required to be done for satisfactory working of Heavy-duty Racks shall be mutually decided & carried out by the contractor free of cost to the satisfaction of DMRC/GREATER NOIDA Metro engineer. Therefore, contractor shall carefully consider local ambient condition in their design stage.

6.5.7**Colour:** Racks and wiremesh doors must be powder coated.

6.5 CHECKS AND TESTS

6.5.1 In-manufacturer's-plant

Contractor shall submit Test Protocol for approval to conduct FAT at the manufacturer's premises along with the invitation for inspection.

During manufacture, and especially prior to shipment, verifications and checks shall be carried out in order to ensure that the supply is in accordance with the technical specification and with the approved design documents.

All quality checks shall be carried out, as required, during manufacture on the Contractor's or on the sub-contractors'premises.

The Contractor shall provide for all checks of supplies on his sub-contractors' premises prior to delivery of these supplies to his workshops.

These checks and tests shall also comprise:

- Check of Load bearing capacity.
- Check of assembly work (welds, hardware etc.),

The entire supply shall be inspected by the Employer's representative at the Contractor's premises before shipment to the site.

6.5.2 At-Site

The contractor shall check the workmanship and quality of entire installation including that of his sub-venders upon completion of work at site and before offering the same to employer for inspection.

The supplier shall demonstrate the load Test after successful installation at the consignee's works. Thereafter the consignee shall watch the performance for a period up to 2 months before the final proving test certificate is issued.

6.6. In the Bid

The Contractor shall provide:

- A detailed technical note containing the description of the installation and indicating main dimensions, the grade of steels used in this construction and the total weight of main assemblies,
- photographs or sketches of similar equipment with a list of references,
- diagrammatic plan view with main dimensions, showing compatibility between the equipment dimensions and the provisions indicated in the drawing,
- the standards and specifications that the main components used in the installation satisfy.

6.6.3 For Execution of Work

Prior to manufacture of equipment, the Contractor shall send the following documents:

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- Detailed design documents, drawings, diagrams, parts list etc shall be provided to Engineer-in-charge for approval prior to manufacturing of the equipment (1 set hard copy + softcopy)
- a detailed technical note, notably indicating the weight of components and removable parts, and including a list of all parts with the respective sub-contractor's references,
- general drawings, detailed assembly drawings, detailed drawings of all components.
- documentation, drawings, notes and references of sub-contractors,
- installation and commissioning procedure,
- scheduled of work and completion period.

6.6.4 At Completion of Work

The Contractor shall provide the entire documentation for review and approval by the Engineer.

- the list or complete nomenclature of general drawings and detailed drawings
- the general nomenclature of the supply including sub-contractors,
- illustrated lists of mechanical parts itemized in accordance with the diagrams and drawings mentioned above and including the addresses of the various contractors,

6.6.5 Warranty/Defect Liability Period Maintenance

i. All equipments shall be under warranty for two years or warranty provided by Bidder whichever is higher side from the date of acceptance against unsatisfactory performance or break down due to defective design, manufacture and installation. The installation shall be covered by the conditions that whole installation or any part thereof found defective within one year from the date of taking over shall be replaced or repaired by the contractor free of charge as decided by the department. The warranty shall cover the following: -

a) Quality, strength and performance of materials used.

b) Safe mechanical stress on all parts under all specified conditions of operation.

d) Performance figures and other particulars as specified by the tenderer under schedule of guaranteed technical particulars.

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7. Section 7: Draft Contract Agreement

THIS AGREEMENT made on the..... day of.....2022 at Noida, District Gautam Buddha 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 Buddha Nagar, Uttar Pradesh, India** *represented by ..... of the company, by virtue of his designation and authorization by* ***Smt..... Managing Director, NMRC*** (hereinafter called as the "Purchaser"), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement-

Reference:

(i) Tender No. ..... Dated.....

(ii) Bid Documents duly accepted and submitted by :..... dated.....

(iii) The Bidding Documents which include all the Sections specified below:
   a. Section 1: General Information
   b. Section 2: Terms of Reference
   c. Section 3: Instructions to Bidders
   d. Section 4: Qualification, Evaluation and Selection Process
   e. Section 5: Special Conditions of contract (SCC)
   f. Section 6: Technical Specification of Heavy-duty Racks
   g. 13 section 7: Draft Contract Agreement
   h. 14 Section 8: Forms
   I. General Conditions to Contract (GCC)
   j. Condition of Contract on Safety, Health & Environment Management
   k. Amendment/ Modification, if any

(iv) Notice of Award (.....) issued by NMRC

(v) Letter of Acceptance of NOA (.....) given by .....to NMRC

(vi) Any other admitted correspondence documents between NMRC and the Bidder.

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3. **Duration of Contract**

The Corporation intends to appoint a Contractor to NMRC for a period of 6 months, which may be extended for a further period of 15 days after reviewing the performance of the Contractor and depending upon the requirement and administrative convenience of NMRC in mutual agreement with the Bidder.

4. **Price Schedule**

NMRC shall be as quoted by the contractor as part of financial bid i.e. INR_____.
As per letter of acceptance no_____dt_____.

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

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

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

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

For and on behalf of the Contractor	For and on behalf of the Purchaser
Signature of the authorized official	Signature of the authorized official
(i) Name of the official	**Name of the official**
Stamp/Seal of the contractor	Stamp/Seal of the Purchaser
In the presence of:	In the presence of:
Sign ofWitness1_____	Sign of Witness1_____
Name_____	Name_____
Address_____	Address_____
Sign ofWitness2_____	Sign of Witness2_____
Name_____	Name_____
Address_____	Address_____

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8. Section: 8 Appendix to Form of Tender and Forms

8.1. Appendix 1: Metro Alignment

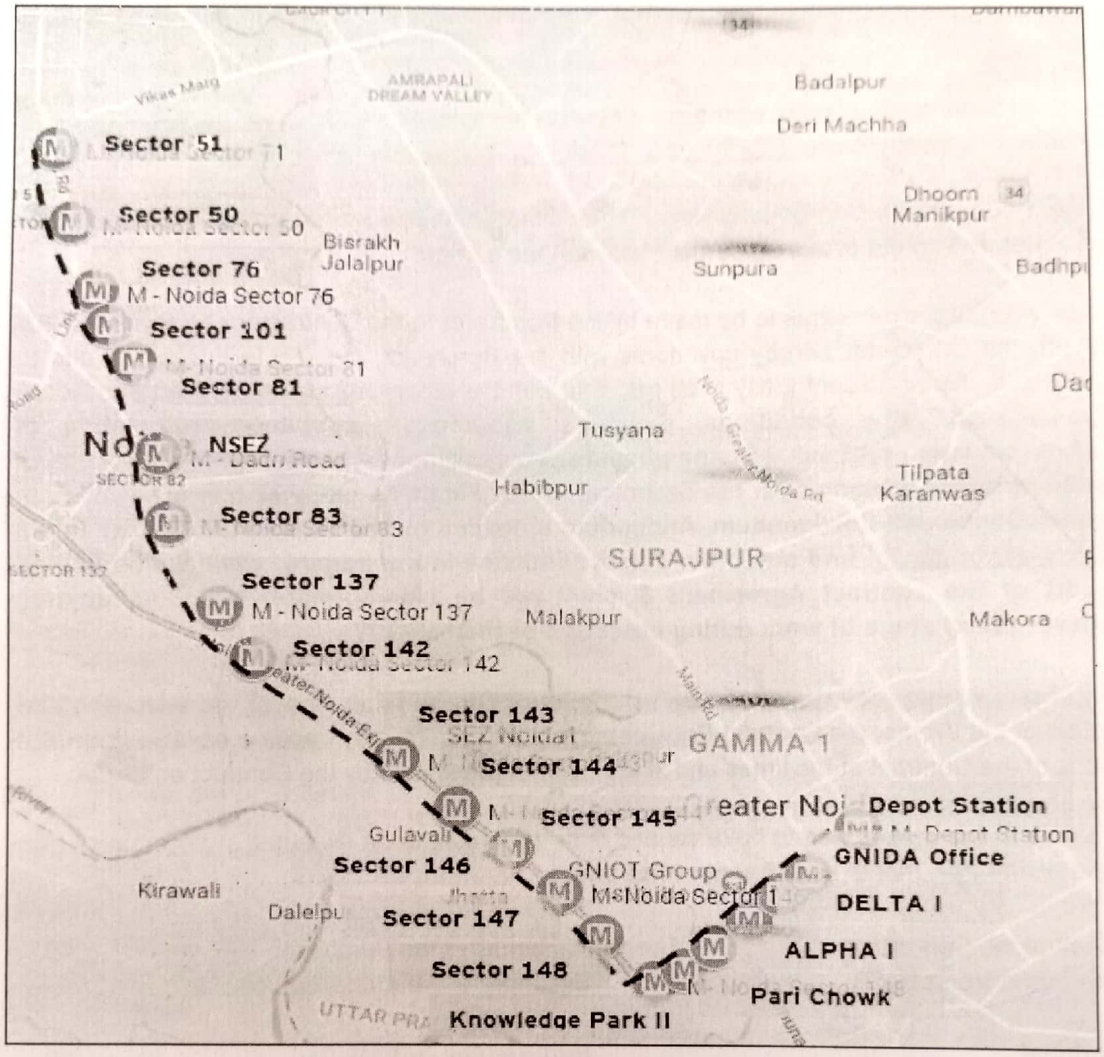


Fig: The Upcoming Metro Line

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

Locations shall be decided for **Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot**.

S.NO.	Name of the Location
1.	Workshop Area Of Rolling Stock Department at Greater Noida Depot.

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8.2. Form 1: Letter of Proposal Submission

[Location, Date]

To

DGM (RS, Ops & E)

Noida Metro Rail Corporation (NMRC) Limited

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

Noida -201301,

District Gautam Buddha Nagar, Uttar Pradesh

Subject: Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot.

Dear Sir,

We, the undersigned, offer to provide the "Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot" in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

- Studied and analyzed and satisfied ourselves about all the requirement of the tender including but not limited to market and market conditions
- Carefully assessed the commerciality of Project and that we will be fully responsible for all its assessment in this regard.

Seen / visited / assessed the potential locations and fully understand and comprehend the technical, financial, commercial and investment requirements

We have filled the complete information correctly in **Form 18**.

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:

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8.3. Form 2: Firm Details

<table>
<tr><td>1.</td><td>Title and name of the Project:
Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot.</td></tr>
<tr><td>2.</td><td>State the structure of the Bidder's organization (Bidders to complete/delete As appropriate)
Sole Bidder</td></tr>
<tr><td>3.</td><td>For Bidders who are individual companies or firms, state the following:
Name of Company or firm: .....
Legal status: (e.g. incorporated private company, proprietorship, etc.)
.....
Registered address: .....
Year of incorporation.....
Principal place of business: .....
Contact person: .....
Contact person's title: .....
Address, telephone, facsimile number and e-mail ID of contact person:
.....
.....
.....</td></tr>
<tr><td>4.</td><td>In case of a consortium, state the following:
<table>
<tr><td>Names of members (Lead member first):</td><td>Legal Status</td><td>Registered address and principal place or business</td><td>Percentage participation (equity)</td><td>Contact Details (Name, Mobile No., Email Address)</td></tr>
<tr><td>a.</td><td colspan="4">NIL</td></tr>
</table>
Note:
Authorized contact person (from lead member):
Contact person's title:
Address, telephone, facsimile and e-mail ID of contact person:</td></tr>
<tr><td>5.</td><td>Employees Provident Fund No. (attach documentary proof) -</td></tr>
<tr><td>6.</td><td>Employees State Insurance Acts in India No. (attach documentary proof) -</td></tr>
<tr><td>7.</td><td>GST Registration No. (attach documentary proof)</td></tr>
<tr><td>8.</td><td>PAN (attach documentary proof)-</td></tr>
</table>

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8.4. Form 3: Capability Statement

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

Tender Reference No:_____

Name of Work:_____

Name of Bidder:_____

S. No.	ELIGIBILITY CRITERIA		(To be filled by the Bidder)
1	Sole proprietorship/registered partnership firm/ public limited company/ private limited company. The Firm and the company should be registered in India.	Yes/ No	
2	The Bidder should have successfully completed in India during last **7 (Seven) years** period ending last day of month previous to the one: I. One order of similar nature of value not less than **Rs. 12,03,000/-**(Rupees Twelve lakh Three thousand only)or II. Two orders of similar nature of value not less than **Rs. 7,52,000/-**(Rupees Seven lakh Fifty Two thousand only) each or III. Three orders of similar nature of value not less than**Rs. 6,01,000/-**(Rupees Six lakh One Thousand only) each.	7 Years	

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<table>
<tr><th>S. No.</th><th>ELIGIBILITY CRITERIA</th><th colspan="2">(To be filled by the Bidder)</th></tr>
<tr><td>3</td><td>The Bidder should have minimum average annual turnover of Rs. 15,04,028/-(Rupees Fifteen Lakh Four Thousand Twenty Eight only) in the last 3 (three) Financial Years (2019-2020, 2020-2021, 2021-2022) preceding the Bid Due Date.</td><td colspan="2"><table>
<tr><th>F.Y.</th><th>Total Turn over</th></tr>
<tr><td>2019-2020</td><td></td></tr>
<tr><td>2020-2021</td><td></td></tr>
<tr><td>2021-2022</td><td></td></tr>
<tr><td>Avg. Turn Over</td><td></td></tr>
</table></td></tr>
<tr><td>4</td><td>The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfillment of Contractual obligation in last 5 (five) financial years.</td><td colspan="2"></td></tr>
<tr><td>5</td><td>The profit before Tax (PBT) of the bidder during any of the financial year should be positive during immediately preceding 3 audited financial years.</td><td colspan="2"><table>
<tr><th>F.Y</th><th>PBT</th></tr>
<tr><td>2019-2020</td><td></td></tr>
<tr><td>2020-2021</td><td></td></tr>
<tr><td>2021-2022</td><td></td></tr>
</table></td></tr>
</table>

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8.5. Form 4: Work Experience

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

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

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

Authorized signatory

Name:

Date:

Name of the Bidder with seal

NOTE:

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence
2. The Bidder 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.

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3. 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.
4. 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.
5. In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered. This is to be substantiated with documentary evidence.
6. If the above Work(s) comprise(s) other works also, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the Bidder in support of work experience along-with their tender submissions.

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8.6. Form 5: Financial Capability Details

Bidder should submit their financial details as per the following:

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

S.No.	Financial year	Name of the Bidder	Average Annual Turnover
1.	2021-22		
2.	2020-21		
3.	2019-20		
		Average Annual Turnover	

S.No.	Financial year	Name of the Bidder	Profit before tax (PBT)
1.	2021-22		
2.	2020-21		
3.	2019-20		

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 2019-20, FY 2020-21 and FY 2021-22 is correct.

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

UDIN-
Firm Registration No.

Authorized Signatory
(Name & Designation of Authorized 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 which is certified by CA also."

NOTE:

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

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8.7. Form 6: Memorandum

Name of Work: Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot.

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

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

_____

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

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8.8. Form 7: Undertaking

I confirm that M/S.....

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. Does not have any pending litigation & non-performing contracts during last 5 (five) years. Further, has not been barred by any government/government-undertaking/ semi-government/ govt.-controlled institutions/ private organizations in India.

c. 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. Does not ever been terminated due to poor performance.

f. Have not suffered Bankruptcy/ insolvency in last 5 (five) years.

g. Have not been blacklisted/ Debarred by any organization.

h. Have not submitted any misleading information in the Bid.

i. Are financially sound to perform the work.

j. Have not been involved in any illegal activity and/or have not been charge sheet for any criminal act during last 5 (Five) Year.

Authorized signatory

Name:

Date:

Name of the Bidder with seal

Bansal.

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8.9. Form 8: Power of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)
Power of Attorney to be provided by the Bidding Company in favor of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We .....(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms..... .....(name and residential address) who is presently employed with us and holding the position of_____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot** 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 executants 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 executants)
(Name, designation and address of the executants)

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

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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 executants(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 executants(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).

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8.10 Form 9: Power of Attorney for Lead Member of Consortium (Not Applicable)

Whereas the Executive Director, Noida Metro Rail Corporation Limited (NMRC) has invited applications from interested parties for the **Contract of Supply, Installation, Testing & Commissioning of BTT at Workshop line 3&4 operation in trains & in train maintenance depot of NMRC.**

Whereas, ..., ..., ... and ..... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office at .....,M/s. ..... having our registered office at .....,M/s. .....having our registered office at .....,and .....having our registered office at .....,(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S ..... having its registered office at.....,being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the NMRC, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the NMRC. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2....

For .....(Signature)
..... (Name & Title)

For .....(Signature)

..... (Name & Title)

For ....(Signature)

..... (Name & Title)

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Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *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 when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate*

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8.11 Form 10: Consortium Agreement / Memorandum of Understanding (Not Applicable)

Article II. To be executed on Stamp paper of appropriate value)

This Consortium Agreement/Memorandum of Agreement is executed at _____ on this _____ day of _____, 2018.

BETWEEN

Mr. _____ R/o_____ OR M/s _____, a Company incorporated under the Companies Act, 1956 and having its registered Office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. _____ R/o_____ OR M/s _____, a Company incorporated under the Companies Act, 2013 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

Mr. _____ R/o_____ OR M/s _____, a Company incorporated under the Companies Act, 2013 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the third PART]

Whereas Noida Metro Rail Corporation Limited (hereinafter referred to as 'NMRC') has invited Bids for the Licensing of _____ in terms of the RFP documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by NMRC for participating in the bid by the Consortium for which the Bid has been floated by NMRC.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of _____ in terms of the Bid invited by Noida Metro Rail Corporation Ltd., (NMRC).

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2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by NMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid license, in case the Consortium turns out to be the successful bidder in the bid being invited by NMRC for the said purpose.

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for _____.

4. That the Consortium have agreed to nominate any one of_____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.

5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:

I. The Lead Member shall have _____per cent (___%) of shareholding with reference to the Consortium for this specified license agreement.

II. The Participant Member shall have ____ (___%) of shareholding with reference to the Consortium for this specified license agreement.

That in case to meet the requirements of bid documents or any other stipulations of NMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of NMRC.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1.(_____) 2.(_____) 3.(_____)
Authorized Signatory Authorized Signatory Authorized Signatory
(_____) (_____) (_____)
For (Name of company) For (Name of company) For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:
(i) Execution of the Consortium Agreement, and (ii) Appointing the authorized signatory for such purpose

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8.12. Form 11: Saleable Form for Tender Document

Tender 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

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8.13 Form 12: Declaration of Refund of Earnest Money

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

1	Bidder Name	
2	Bidder Address	
3	Bank Name	
4	Bank Branch	
5	A/c No	
6	IFSC Code	
7	PAN No.	
8	Tin/TAN No.	
9	GST No.	
10	Phone No.	
11	Mobile No.	
12	Email-Id	
For Office Use Only 13	Party Unique Id	

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

(i) Date:

Signature with Stamp/Seal

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8.14 Form 13: Undertaking pertaining to Personnel

- We confirm to deploy Project Personnel required to achieve progress of work as per approved construction of work program and conditions mentioned in the tender document.
- The contractor shall deploy resources as per the mentioned minimum requirement in the tender and confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
- These minimum resources are as per the requirements of the various activities at different stages of works. All resources need not to be mobilized simultaneously, resources as per the requirement of various stages of works shall be mobilized in accordance with the instructions of the Engineer. The decision of the Engineer shall be final and bonding.
- The performance of project personal deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the personnel is not satisfactory, the contractor shall replace them with good personnel immediately as per the directions of the Engineer.

Date: **Signature with Stamp/Seal**

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8.15Form 14: Proposed Personnel

Affix self-attested photograph

NAME : .....

FATHER'S NAME : .....

DATE OF BIRTH : .....

EMPLOYEE ID :.....

PERMANENT ADDRESS : .....

.....

RESIDENTIAL ADDRESS : .....

.....

MARITAL STATUS :.....

EDUCATIONAL QUALIFICATION :.....

TECHNICAL QUALIFICATION :.....

EXPERIENCE : .....

LANGUAGE KNOWN :.....

NATIONALITY : .....

CATEGORY :.....

DATE: .....

PLACE: .....

SIGNATURE

(To be filled by contractor)

Attested by authorized person:

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

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8.16 Form 15: Obligation/ Compliance to be ensured by Contractor

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

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

S.N	Description	Reference Clause	Requirement
i	Latest "date for commencement" of the Works	Clause 8.1 of the GCC	Date given in NOA or Employer's Notice to Proceed
ii	Insurance for workers/ employees	Clause 15.4 of the GCC	All of the contractor's employees shall have to be covered under ESI and ECA as per Special conditions of contract.
iii	Insurance cover for Contractor's All Risk and other requirements as specified in the GCC	Clause 15 of the GCC	**100%** of the Total Contract Price.
v	Amount of Third-Party Insurance	Clause 15.3 of the GCC	INR 0.75 million for any one incident, with no. of incidents unlimited.
vi	Period in which all insurances have to be effected	Clause 15.5 of the GCC	Within 1 week from the "date of commencement"

Signature of authorized signatory of Bidder

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8.17Form 16: Performa for Clarifications / Amendments on the RFP

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

Authorized signatory

Name:

Date:

Name of the Bidder with seal

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8.18 Form 17: Bid Offer/ BOQ (Format)

To
DGM/RS, Ops & E,
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex
Noida -201301,
District Gautam Buddha 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: Contract of Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot

Dear Sir,

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

I/we hereby quote for the Total Price for Contract of Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot as specified below, payable by NMRC.

Percentage BOQ

Tender Inviting Authority- Noida Metro Rail Corporation Ltd (NMRC).
Name of Work: -Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot Contract No- NMRC/RS/CS/RACKS/2022
Bidder Name-

Price Schedule

(This BOQ template must not be modified/replaced by the Bidder and same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidder are allowed to enter the bidder name and values only)

Cost Estimation of Supply and Installation of Heavy-duty Racks					
S.No.	**Description**	**Unit**	**Quantity**	**Rate**	**Amount**
A	**Heavy-duty Racks (Powder Coated)**				
1	2100mm (H) X 2100mm (L) X 600mm (D) - **MAIN UNIT** 4 LOADING LEVEL & EACH LEVEL HAS 500 KG UDL LOAD CAPICITY.	Nos	12	19,200.00	2,30,400.00
2	2100MM (H) X 2100MM (L) X 600MM (D) - **ADD ON UNIT** 4 LOADING LEVEL & EACH LEVEL HAS 500 KG UDL LOAD CAPICITY.	Nos	34	17,300.00	5,88,200.00
B	**Wiremesh Work (Powder Coated)**				
1	Wiremesh Door with Locking Facility For each Rack	Nos	38	11,000.00	4,18,000.00
2	Wiremesh Covering for two sides of Racks) sets will consist 4 nos of racks(**One Main Unit + Three Add On unit**) and 1 set will consist 2 racks(**One Main Unit + One Add On unit**) and remaining 2 sets of 4 racks would be without wiremesh door and wiremesh covering.)	Sets	10	2,800.00	28,000.00
C	Installation Charges			0.00	0.00
D	Freight Charges			10,000.00	10,000.00
	Total				12,74,600.00
	GST@18%				2,29,428.00
	Grand Total				**15,04,028.00**

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Please Note:

1. The Bidder with the lowest quoted cost for **Supply and installation of heavy-duty racks in workshop area of Rolling Stock department at Greater Noida Depot** in the financial quote (L1 bidder) shall be selected for the award of contract.
2. It will be deemed to include all Taxes including GST, Duties, Octroi, Royalty etc., cost of all tools, plants, labour, supervision, materials, transport, contractor's profit and establishment/ overheads, together all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contracts.
3. The quantity of work may vary as per site requirement during contract period.
4. The payment will be made on actual basis for the work executed.
5. The Contractor may raise their 'On Account" payments on monthly basis as per the status of work on the last day of the respective month.
6. The Financial Bid submitted is unconditional and fulfils all the requirements of the TOR Document.
7. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfils all the requirements of the Tender Document.
8. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

_____

_____

Signature and Name of the Authorized Person

_____

NAME OF THE BIDDER AND SEAL

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8.19 Form 18: Bid Details

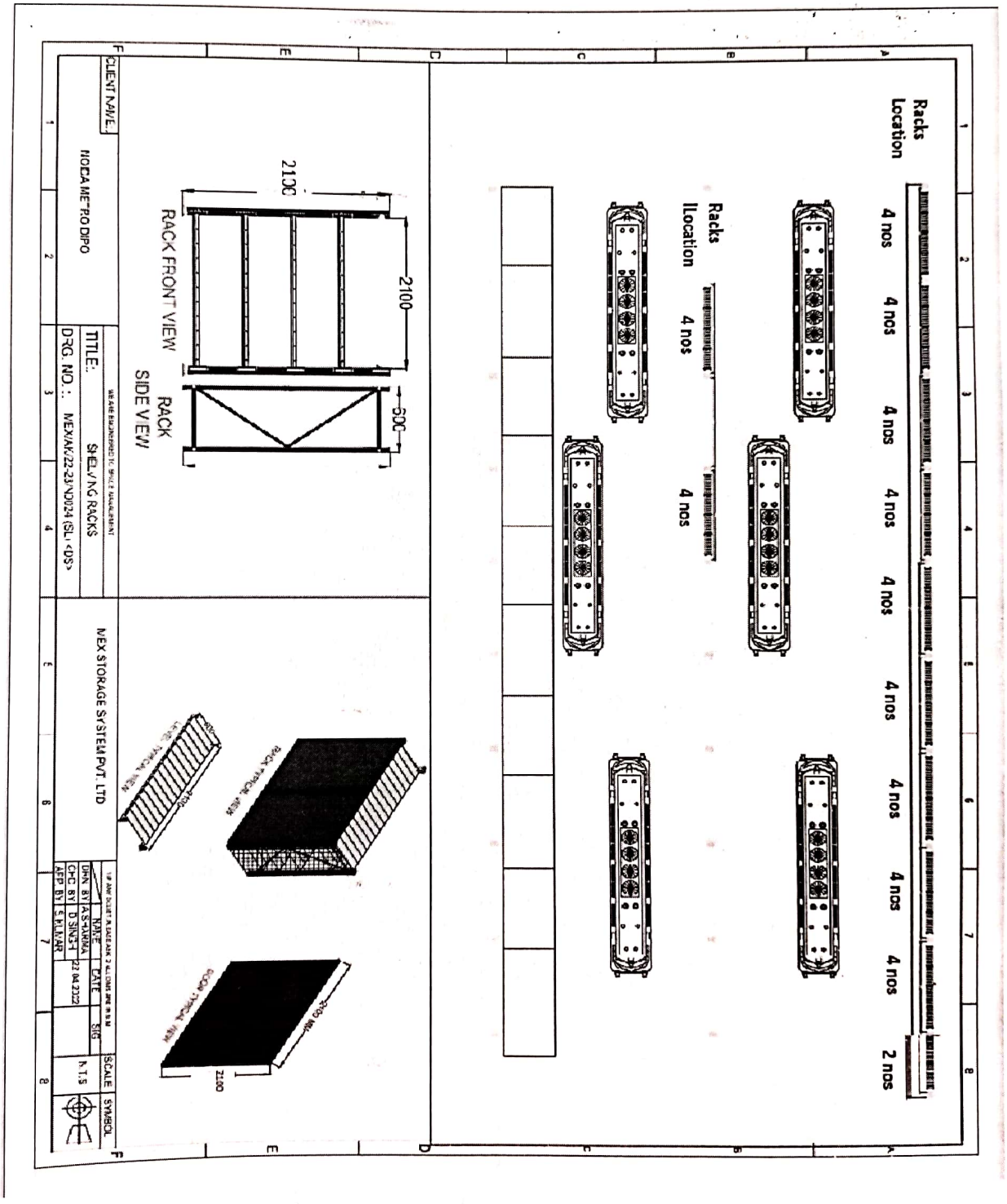
The following list is intended to help the Bidders in submitting offer which are complete. An incomplete offer is liable to be rejected. Bidders are advised to go through the list carefully and take necessary action.

S. No.	Particulars	Attached Yes/ No/ Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form 3: Capability Statement		
6	Form 4: Work Experience		
7	Form 5: Financial Capability Details		
8	Form 6: Memorandum		
9	Form 7: Undertaking		
10	Form 8: Power of Attorney		
11	Form 9: Power of Attorney for Lead Member of Consortium	NA	
12	Form 10: Consortium Agreement / Memorandum of Understanding	NA	
13	Form 11: Saleable Form for Tender Document		
14	Form 12: Declaration of Refund of Earnest Money		
15	Forms 13: Undertaking Pertaining to Personnel		
16	Form 14: Proposed Personnel		
17	Form 15: Obligation/Compliance to be ensured by Contractor		
18	Form 16: Performa for Clarification / Amendments on the RFP		
19	Statutory proof of existence as the legal entity		
20	PAN certificate as per legal entity		
21	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years		
22	Self-attested copy of ITR		
23	Copy of GST registration certificate, EPF, ESI		
24	Any other document asked by the Employer if submitted, specify the documents Or Any other document which the Bidder considers relevant		

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ANNEXURE 1



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ANNEXURE 2



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