

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED



**REQUEST FOR PROPOSAL (RFP)
FOR
RATE CONTRACT FOR CORRECTIVE MAINTENANCE /
ANNUAL MAINTENANCE CONTRACT (AMC) OF HVAC SYSTEM
INSTALLED IN NRS-1 TRAINS
AT GREATER NOIDA DEPOT OF NMRC**

E- Tender No.: NMRC/RS/HVAC/2026/471

July 2026

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**

Disclaimer

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “**Rate Contract for Corrective Maintenance / Annual Maintenance Contract (AMC) of HVAC System installed in NRS-1 trains at Greater Noida Depot of NMRC**” contains brief information about the scope of work and selection process for the Bidder (“the Contractor” or “the Bidder”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

Glossary

- a) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders
- b) **“Agreement”** means the Contract Agreement to be executed between NMRC and the Selected Bidder
- c) **“Applicable Laws”** means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time
- d) **“Bidder”** or **“Bidder”** 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) **“Earnest Money Deposit (EMD)”** means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- g) **“NMRC”** means Noida Metro Rail Corporation Limited (or “Corporation” or “Employer”)
- h) **“Party”** means Contractor or Corporation (together they are called **“Parties”**)
- i) **“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
- 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

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

RFP FOR RATE CONTRACT FOR CORRECTIVE MAINTENANCE / ANNUAL MAINTENANCE CONTRACT (AMC) OF HVAC SYSTEM INSTALLED IN NRS-1 TRAINS AT GREATER NOIDA DEPOT OF NMRC

Data Sheet

E- Tender No.: NMRC/RS/HVAC/2026/471

1	Name of the Bid	Rate Contract for Corrective Maintenance / Annual Maintenance Contract (AMC) of HVAC System installed in NRS-1 trains at Greater Noida Depot of NMRC
2	Approximate Cost of Work	INR 50,49,200.00 (including all taxes)
3	Time-period of contract	Two (2) years
4	Method of selection	Cost Based Selection (Lowest –L1)
5	Bid Processing Fee	INR 5900/- (including GST) (Rupees Fifty Nine Hundred) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Earnest Money Deposit (EMD)	INR 1,00,984/- (Rupees One Lakh Nine Hundred Eighty Four 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) Noida Metro Rail Corporation Ltd. Block-III, 3rd Floor, Ganga Shopping Complex, Sector- 29, Noida 201301 Email: rsstore.nmrc@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	Schedule of Bidding Process	
	Head	Key Dates
	Uploading of Bid	09.07.2026 Thursday
	Pre-bid Meeting	14.07.2026 Tuesday 11:30 Hrs
	Last date of submission of Queries, if any	20.07.2026 Monday 18.00 Hrs
	Last date of issuing amendment, if any	27.07.2026 Monday 18.00 Hrs
	Last Date of Bid Submission	07.08.2026 Friday 18.00 Hrs
	Date of Technical Bid Opening	10.08.2026 Monday 11.30 Hrs
13	JV/Consortium to be allowed	Not Allowed
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 under revenue operations.
- d. NMRC invites open e-Bids for Rate Contract for Corrective Maintenance / Annual Maintenance Contract (AMC) of HVAC Installed in NRS-1 trains at Greater Noida Depot of NMRC.
- 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 Work Location

The Rate Contract for Corrective Maintenance / AMC of HVAC installed in NRS-1 trains shall be carried out at the premises of the Rolling Stock Department, Greater Noida Depot of NMRC.

1.3. Communication

All communications should be addressed to -

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

2. Section 2: Terms of Reference

2.1. Objective

Execution of Rate Contract for Corrective Maintenance / Annual Maintenance Contract (AMC) of HVAC Installed in NRS-1 trains at Greater Noida Depot of NMRC, provided in tender with suitable uniformed trained manpower, consumables, spare parts, modern equipment & machinery etc. The Bidder is to carry out their self-assessment in respect of their capacity in terms of manpower, machine and finance. The Bidder should be able to take up additional similar work at short notice. 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 work shall be executed to the highest standards available using proven up-to-date good engineering practices.

2.3. Scope of Works

The contractor will execute the work i.e Corrective Maintenance/Annual Maintenance Contract (AMC) of HVAC Installed in NRS-1 trains at Greater Noida Depot of NMRC. The said work shall be for corrective maintenance, timely repairs and replacement of defective components, ensuring uninterrupted functionality of the HVAC System. This Rate Contract/AMC includes all Labour, spares, material, consumables, transportation and accommodation charges, which are to be borne by the contractor. The contractor shall carry out Breakdown/Corrective Maintenance using qualified and trained staff, strictly in accordance with OEM standards, Indian Standards, statutory requirements, and safety regulations.

- a. All activities are to be carried out as per the **Scope of Work**, Schedule of work given in '**Bill of Quantity**', as per '**Special conditions of contracts**', '**Employers' Requirements**' and other terms & conditions of this tender documents.
- b. The technical specifications are set forth in Employers' Requirements - Section 6 of this RFP.
- c. The bidder may inspect the work site and obtain for himself at his own responsibility all the information which may be necessary for the purpose of the successful execution of the contract.
- d. The bidder shall also make himself conversant with all the local conditions, means of access to the site of work, nature, extent of transport facilities and character of the work and supply of materials, conditions affecting labour and other matters that may affect his tender.
- e. Other miscellaneous items shall be as per instructions of Engineer in charge.
- f. The contractor shall depute a minimum 02-Nos of skilled manpower at Greater Noida Depot of NMRC and will comprise of at least one Supervisor for handling the allocated work, record keeping and coordination with NMRC and the required manpower may increase depending on the operational and maintenance requirement or as when required by NMRC.

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.

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- 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, and Tools etc. shall be the responsibility of the contractor. All expenditure to be incurred in this connection shall be borne by contractor.
- f. Manpower shall be deployed as per the requirement. They should be adequately qualified and competent & should be authorized to carry out the said work. Only authorized staff of contractor having proper identity card shall be permitted to enter in Metro Depot.
- g. Log book detailing services provided by Contractor which mentioning date of services, services completed, complaints if any etc. will be maintained and signed both by NMRC and contractor officials. However complaint if any will be attended by the operator free of cost.

2.4. Tenure

The term of Contract shall be of **Two (02) years** from the date of commencement and may be extended for a further period of **One (01) year at a time**, subject to mutual agreement between the Contractor and the Engineer In-charge and with the approval of the Competent Authority. Any such extension shall be granted based on the satisfactory performance of the Contractor and shall be on the same terms and conditions as stipulated in the original Contract.

3 Section 3: Instructions to Bidders

3.1 General instructions

- a. A bidder shall submit only one bid in the same tendering process. A bidder who submits or participates in, more than one bid will cause all of the proposals in which the bidder has participated to be disqualified. No bidder can be a sub-contractor while submitting a bid individually in the same bidding process. A bidder, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- b. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- c. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- d. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.
- e. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e - Bid.
- f. 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.
- g. 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.
- h. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).
- i. 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 bidder 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 favor 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.
- c. Conditional Bid shall be rejected outright & shall not be considered.

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

3.1.4 Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the DGM/RS only before or during Pre-Bid Meeting held at NMRC. The envelopes/ communication shall clearly bear the following identification/title "**Rate Contract for Corrective Maintenance / Annual Maintenance Contract (AMC) of HVAC System installed in NRS-1 trains at Greater Noida Depot of NMRC.**" The responses will be

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posted to all such queries on the official Website www.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.

- c. A pre- submission meeting shall be called on the date mentioned in **Data Sheet** at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/e-Tendering website.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- e. However, NMRC shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt 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.in> or 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.com from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, NMRC shall not be responsible for it.
- c. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, NMRC, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com.

3.2 Preparation and submission of Bids

3.2.1 Language of e-Bid

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

3.2.2 Documents constituting the e-Bid

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

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

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

b. Financial e-Bid -

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

3.2.3 Documents establishing Bidder's Qualification

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

3.2.4 E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document.

3.2.5 E-Bid Currency

Prices shall be quoted in Indian Rupees only.

3.2.6 Formats and Signing of e-Bid

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

3.2.7 Deadline for submission of e-Bid

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

3.2.8 Submission of e-Bid

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

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

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

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

- c. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF

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format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).

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

3.2.10 Late e-Bid

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

3.2.11 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

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the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.

- b. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- c. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.
- d. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

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

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

3.2.13 Period of validity of e-Bid

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

3.2.14 Correspondence with the Bidder

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

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- 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.
- b. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- c. Unsuccessful Bidder's EMD will be returned within 45 days of opening of the Price Bid in case of Conclusion or discharge of the tender.
- d. No interest will be paid by the Employer on the Earnest Money Deposit.
- e. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- f. The EMD may be forfeited:
 - i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.

3.4 Opening and Evaluation of Bids

3.4.1 Opening of technical e-Bid by NMRC

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

3.4.2 Opening of financial e-Bid

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

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

3.4.3 Correction of Errors

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

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

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

3.5 Award of Contract

3.5.1 Award Criteria

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

3.5.2 Notice of Award (NOA)

- a. Prior to the expiration of the period of e-Bid validity, NMRC will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- b. The acceptance of NOA will constitute the formation of the contract until a formal contract agreement is executed. The successful bidder shall furnish unconditional acceptance of the Notice of Award (NOA) within **10 days** from the date of issue of the NOA. The contractor is required to submit Performance Bank Guarantee/Security Deposit within 30 days from the date of acceptance of NOA.

3.5.3 Signing of contract

Upon acceptance of the NOA by the bidder, a legally binding contract shall be deemed to have commenced between NMRC and the bidder. However, the bidder shall be required to execute a formal agreement along with all necessary documents as per RFP with NMRC within 45 days from the acceptance of NOA as per format provided in the RFP document. The cost of Agreement and notarization charges shall be borne by the bidder.

3.5.4 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 bidder or bidders.

4 Section 4: Qualification, Evaluation and Selection Process

4.1 Eligibility Criteria

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

- a. Sole proprietorship, registered partnership firm (including LLP), public limited company, private limited company of any of the above can submit the Bid. The firms and the companies should be registered in India.
- b. The Bidder should have a minimum experience of having satisfactorily completed similar works during last 7 (Seven) years period ending last day of month previous to the one in which the bids are invited should be either of the following:
 - i. One similar completed work costing not less than the amount equal to **Rs. 40.39 Lakh** (Rupees Forty Lakh and Thirty Nine Thousand only) or
 - ii. Two similar completed works each costing not less than the amount equal to **Rs. 25.25 Lakh** (Rupees Twenty Five Lakh and Twenty Five Thousand only) or
 - iii. Three similar completed works each costing not less than the amount equal to **Rs. 20.20 Lakh** (Rupees Twenty Lakh and Twenty Thousand only)

Similar Work for this contract shall be “**Supply and Commissioning or Manufacturing or Repairing/Overhauling or AMC/CAMC of Air Conditioning & Refrigeration System or Chiller Plants etc. in any Central Govt./ State Govt./ PSU's/ Metro or any Private Limited Company of repute**”.

- c. The Bidder should have minimum average annual turnover of **Rs. 50.49 Lakh (Rupees Fifty Lakh and Forty Nine Thousand only)** in the last 3 (three) Financial Years (2022-23, 2023-24, 2024-25) preceding the Bid Due Date.
- d. The Profit before tax of bidder during any of the financial year should be positive during immediately preceding 3 Audited Financial years (2022-23, 2023-24, 2024-25).
- e. 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.
- f. The Bidder should be registered with the Goods and Services Tax Authority.

The Bidder shall also furnish the following:

- a. For above criteria 4.1 a
 - i. Statutory proof of existence as the legal entity: Registration certificate of the firm/ Partnership deed/ certificate of incorporation/ affidavit in case of sole proprietor etc.
 - ii. PAN certificate as per legal entity
 - iii. GST Registration Certificate as per legal entity
- b. For above criteria 4.1 b
 - i. Form 4: Work Experience with documentary evidence as mentioned in Form 4
- c. For above criteria 4.1 c to 4.1 d
 - i. Form 5: Financial Capability Details
 - ii. A Self-Attested copy of the Audited/CA Certified balance sheets and Profit and Loss Statements for the last 3 (three) financial years ending on 31st March, 2025.
 - iii. Self-attested copy of ITR for the last 3 (three) financial years i.e FY 2022-23, FY 2023-24 and FY 2024-25.

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- d. For above criteria 4.1 e
 - Form 7: Undertaking
- e. For above criteria 4.1 f
 - Copy of GST registration

4.2 Compliance with Technical Specifications

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

4.3 Information of the Technical and Financial Proposal

- a. The Bidder satisfying technical and financial eligibility criteria under Clause 4.1 shall be considered as technically and financially qualified.
- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- c. The Bidder with the lowest quoted price for the RFP for **Rate Contract for Corrective Maintenance / Annual Maintenance Contract (AMC) of HVAC Installed in NRS-1 trains at Greater Noida Depot of NMRC** in the financial quote (**L1 bidder**) shall be selected for the award of contract.

4.4 Selection of Bidder

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

- a. In case, two or more technically qualified bidders quote the same rate in the Commercial Bid, and become Lowest (i.e. L-1), then the tender would be awarded to the bidder who has the highest/higher Average Annual Turnover as per the Financial Statements that are audited/certified during the last 3 years ending on 31st March, 2025.
- b. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- c. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA.
- d. No correspondence will be entertained by NMRC from the unsuccessful bidders.

4.5 Notice of Award and Execution of Contract Agreement

- a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted, by letter/mail.
- b. The Selected Bidder shall, within 10 (ten) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA.
- c. The Successful Bidder shall execute the Contract Agreement within 45 (forty five) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.

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- 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 disputes.

4.6 Performance Bank Guarantee / Security Deposit

- a. To fulfill the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit 5% of the Contract Price in form of NEFT/RTGS, DD or unconditional and irrevocable Bank Guarantee bond as per Form-13 of this RFP, issued by a scheduled bank in favor of **Noida Metro Rail Corporation Limited** within 30 days from acceptance of Notice of Award. The Performance Bank Guarantee (PBG) shall remain valid for the entire period of the Contract, including any extensions, amendments, variations thereof, and shall further remain valid for a period of six (06) months beyond the date of completion of the Contract. The Bank guarantee shall also have a claim period of not less than six (06) months from the date of the expiry of the PBG, during which the employer shall be entitled to invoke the same. 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. It shall be ensured that bank Guarantee must be encashable by a Scheduled Bank Branch located in Delhi NCR/Noida/Greater Noida region only. In case of extension of tenure by 6 months or more, the performance bank guarantee shall be extended by 6 months or such increased/extended period of the contract as well. The performance guarantee shall be extended or renewed in advance at least 30 days before expiry of existing guarantee. Failure to submit the PBG within 30 days from the date of acceptance of Purchase order/ NOA, a penal interest of 15% per annum shall be charged for the period i.e. from date of acceptance of NOA to the date of submission of PBG. In case Contractor fails to submit the PBG beyond 60 days from the date of acceptance to Purchase order/ NOA, the contract shall be annulled duly forfeiting Tender security and other dues. In case of any extension is sought for PBG, extension will be only after approval from NMRC.
- 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. However same PBG will hold good for any variation up to 25% of original contract.
- c. A Contract agreement will have to be signed by the Contractor at his cost on proper stamp paper. Without performance guarantee by Contractor, Contract agreement shall not be signed.

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- d. The Bank guarantee must be encashable by a bank branch located in Delhi/NCR, Noida and Greater Noida region only. The performance bank guarantee shall be extended and renewed in advance before expiry of existing guarantee.
- e. NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
 - 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.
- f. Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Contractor Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement.

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

4.8 Other Instruction

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

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- 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.

4.9 Project Financial Terms

4.9.1 Payment Terms

- a. The payment will be made based on actual, on quarterly basis as per the accepted rates based on the actual work carried out as per the Schedule of work (Bill of Quantity) after satisfactory verification by the official/engineer-in-charge from NMRC Depot.
- b. Income Tax is deductible at source while effecting payment of bills at the prescribed percentage as per the orders of the government.
- c. No Payment shall be made in advance.
- d. No payment shall be made for the items rejected.
- e. 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. Further, GST will be reimbursed only when GST is reflected on the GST Portal (GSTR2A of NMRC).
- f. Quote PAN and GST on all correspondence, Bills, Vouchers and other documents otherwise TDS at higher of the prescribed rate will be deducted.
- g. All payments to the contractors will be made by e-Payment /Account Payee Cheques. Monthly payment shall be made on receipt of the bill complete & correct in all respect along with the supporting documents subject to deduction of statutory charges/taxes/duties/levies etc.
- h. Bills, correct in all respect, shall be submitted to Engineer-In-Charge, in original and duplicate along with supporting documents, who will arrange payment through Departments, NMRC.
- i. TDS and GST TDS on monthly invoice of bidder is deducted while processing monthly bills as per Govt. Guidelines.
- j. The bidder should consider execution of work in shifts as specified in the tender or desired by engineer in charge.
- k. The agency must ensure timely payment of salary, PF, ESI, etc. and prompt medical facility to sick/injured and to all staff.
- l. Payment should be made within 45 days in case of MSME subject to timely submission of bills in proper manner.

5 Section 5: Special Conditions of Contract (SCC)

These conditions shall be part of the contract agreement.

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 5% 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 acceptance of NOA. Noncompliance will attract penalty as per GCC Clause 4.2.1.
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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6	Sub-Clause 4.11	Access Route All operations for the execution of the Works shall be carried out so as not to interfere unnecessarily with the convenience of the public or the access to public or private roads or footpaths or properties owned by the Employer or by any other person. The Contractor shall select routes, choose and use vehicles so that movement of Contractor's Equipment, Plant and Materials from and to the Site is limited so that traffic is not delayed and damage to highways and bridges is prevented. If there is any delay or damage or injury, the cost of rectification or reconstruction of highways or bridges shall be borne by the Contractor. The Contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters
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.
8	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: The contractor shall submit full scheme for the requirement of Electricity. 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.
9	Sub-Clause 4.19	Employer Supplied Machinery and Materials The Employer will not provide any machinery or materials under the Contract.

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10	Sub Clause 4.27	Security of the Site applicable 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. The Contractor shall also be responsible for securing any Site offices or facilities provided and shall bear full responsibility for the safety and security of all materials, equipment, and spare parts stored therein. NMRC shall not be liable for any loss, theft, or damage to such materials, equipment, or spare parts for any reason whatsoever.
11	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. (b) The Contract Price shall be adjusted due to any of the above two conditions. Adjustment in contract price will be applicable up to the stipulated date of completion of work including the extended period of completion where such extension has been granted under sub clause 8.4.1 of GCC or it is specifically mentioned that extension is with adjustment for changes as stated above. (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 clauses 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. (f) The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the Agency's in respect thereof, which may arise.
12	Sub clause 11.1.3	Price Variation This is a fixed price contract and no Price Variation is admissible in this contract.
13	Sub-Clause 11.2	Advance No Advance is admissible in this contract.

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14	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.
15	Sub-Clause 14.1	Risk and Responsibility The Contractor shall indemnify and hold harmless the Employer, the Engineer, the Designated Contractors, Representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his Representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to: • sickness, or disease, or death of, or injury to any person; and • loss of, or damage to, or destruction of any property including consequential loss of use.
16	Sub-Clause 15	Insurance The Contractor shall insure against liability to third parties in the joint names of the Employer, the Contractor for any loss, damage, death or bodily injury which may occur to any physical property or to any person which may arise out of the performance of the Contract. The insurance shall be at least for the amount Rs. 7.5 Lakhs for each incident with number of incident unlimited. In case of any loss or damage arising out of safety lapse on part of the contractor, NMRC shall have no responsibility.
17	Sub-Clause 18.1	Notices and Instructions The Contractor shall furnish to the Employer/Engineer the postal address of his office at Delhi NCR. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Contractor. The Contractor shall establish an office in the Delhi NCR in consultation with the in charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to in charge. In addition, the Contractor may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.
18	Additional Clause	Inspection The Employer or its representatives shall have the right to inspect and test any spares, consumables, replaced parts, maintenance activities, records, tools, equipment, and workmanship to verify compliance with the Contract specifications and maintenance obligations. Such inspection shall not absolve the Contractor of any responsibility under the contract.
19	Additional Clause	Warranty a. The Bidder shall give warranty that the all parts replaced shall be new and free from defects and manufacture shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered. Only genuine/original parts shall be used. If

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		OEM parts are unavailable, equivalent parts may be used only with prior Engineer-in-charge approval, at no additional cost. b. Warranty of at least 6 months or more shall be provided on workmanship for all parts repaired/replaced during the Rate contract/ AMC. Any recurring issue due to poor maintenance shall be rectified free of cost. If any part replaced by the contractor during the Rate contract/ AMC period develops a fault or becomes defective within its warranty period, the contractor shall replace or repair the same free of cost, irrespective of whether the Rate contract/ AMC period has been completed or not. c. The warranty obligations for replaced parts shall remain valid for the full warranty duration as specified by the manufacturer or even beyond the expiry of the Rate contract/ AMC period. No additional payment shall be made to the contractor on this account. d. If it becomes necessary for the Agency to replace or renew any defective portion/portions of the item under this clause, the provisions of the clause shall apply to the portion/portions of items replaced or renewed. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Agency's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Agency in respect of such defects. e. Replacement under warranty clause shall be made by the Agency free of all charges at site including freight, insurance and other incidental charges, as the case may be.
20	Additional Clause	Inclusive Rates The Rate Contract/AMC rates shall be covering corrective maintenance/ repairs/replacements, breakdown maintenance, consumables, labour, incidental costs, tools/tackles, taxes, duties, freight, transportation, insurance, etc.

6 Section 6: Employer's Requirements

6.1 Introduction:

HVAC System provided on NRS-1 trains is essential for ensuring passenger's comfort and operational reliability. In order to maintain system availability and performance standards, a **Rate contract for Corrective Maintenance / Annual Maintenance Contract (AMC)** of HVAC System is proposed.

A total of **19 Nos. of NRS-1 trains** are available in the N-GN corridor. Each car is equipped with **2 Nos. of HVAC units**, Therefore a total of **152 Nos.** and **5 Nos.** of **spare** HVAC units consist in scope of work. The technical details of HVAC of NRS-1 trains are as under:

Type	Overhead unit type
Refrigeration Capacity	<u>48 kW</u>
Heating Capacity	8 kW (4 kW +4 kW)
Means of air supply and return	Single-ended air out, supply (front) and return (below)
Power supply	Main loop: 3-phase, 415V±15%, 50Hz
	Control circuit: DC110V (77 ~ 137.5 V)
Air ventilation volume	5000 m³/h including 1410m³/h of fresh air volume
Emergency ventilation rate	1700 m³/h
Refrigeration agent	<u>R407c</u>
EER (energy efficiency ratio)	During cooling in summers and rainy seasons, the air conditioning unit EER will not be lower than 2.5

6.2 Brief Scope of Work:

The scope shall include the rectification of all Leakage Faults, subsequent gas/refrigerant charging & Testing of HVAC using Simulation Test Bench. Apart from this if any mechanical/electrical/electronic part is required to be replaced in order to make HVAC unit healthy, it will be done on chargeable basis.

The Rate contract/ AMC is structured in two distinct parts:-

Part-A :- Rectification of Refrigerant Leakage Failures.

Part-B :- To provide/replacement of Faulty Components.

6.3 PART A- Rectification of Refrigerant Leakage Failures (Service of Component):-

6.3.1 General:-

The contractor shall attend all complaints related to refrigerant leakage and operational failures of HVAC units during the contract period. The quoted rates under this part shall be inclusive of:-

(i) Manpower:-

The contractor shall depute all types of skilled and unskilled manpower for carrying out corrective maintenance. The contractor shall depute a **minimum 02-Nos of skilled manpower** at Greater Noida Depot of NMRC and will comprise of **one Supervisor** for handling the allocated work, record keeping and coordination with NMRC and the required manpower may increase depending on the requirement or as when required by NMRC.

(ii) Consumables:

All types of consumables including but not limited to N2, O2, Acetylene gas, Refrigerant R407c, Brazing rod, Flux, Anti corrosive paint/coating, cable tie, clamps, Insulation tube and foam tape, Gloves, Teflon tape, Gas and Refrigerant cylinder will be in the scope of the contractor. No extra payment to be done for the same. Transportation of all consumables/gases/electrical pasts etc. will be in the scope of the contractor.

(iii) Tools and Testing Equipments:-

All tools, measuring instruments (Manifold gauge 02 Nos., Charging & Discharging lines, Service wrench), Simulation Test bench, Weighing machine (Capacity - 150 Kg, Dimension- 600 X 600 mm), Vacuum Pump, Power supply (110 v DC), Plugs and connector (3 phase and Single phase), Solenoid coil 220 v AC, Extension Board etc. and others items required for overhauling/fault rectification will be in the scope of contractor.

6.3.2 Description of Overhauling Work:

- i. Fault rectification/Overhauling is to be carried out after receiving breakdown call from RS/NMRC staff.
- ii. The faulty HVAC unit will be provided by the RS team to the contractor on the shop floor of Workshop RS shed.
- iii. The Refrigerant/gases in the faulty circuit to be drained out using the external solenoid valve coil (220V AC).
- iv. The faulty circuit is to be filled with N2 to 300±10 psi and the leakage in pipe joints/component of HVAC to be identified using soap solution test or through other detection devices.
- v. Once leakage is identified N2 is to be drained from the affected circuit. If any component is found leakage/Faulty then it has to be replaced. If the leakage is from the condenser/evaporator coil then that entire coil to be removed from the circuit and then brazing is to be performed at the desired location. After the brazing, coil is to be filled with nitrogen (N2) gas and hold N2 for duration of 24 hours.
- vi. After successful testing of removed coil, the coil is again reinstalled in the circuit of HVAC. After that whole HVAC circuit is to be filled with N2 at 300±10psi. The complete circuit is to be hold with N2 for duration of 24 hours. If leakage is still found in any component during the pressure hold test then it has to be replaced or repaired accordingly.
- vii. Proper insulation is to be provided on the Refrigerant lines after the rectification/ brazing work. Proper anti corrosive paint is to be applied on the brazed portion so as to increase the life of the brazed joint to prevent corrosion on the joint. All refrigerant lines and electrical wirings are to be properly secured with holding clamps and cable ties. Providing of the missing screws, nuts and bolts will be in the scope of contractor.
- viii. If no pressure drop is found and no leakage is observed, then N2 is to be drained and Vacuuming of the rectified circuit to be done for at least 6 hrs.
- ix. After the vacuuming is performed on the desired circuit, Refrigerant Gas charging is to be done. The gas charging is to be done on Quantity basis with 7.25 kg in each circuit.
- x. Once the gas charging process is complete, the testing of the complete HVAC unit is to be done using HVAC simulation test bench. The cooling capacity is to be observed and Pressure in the LP and HP line to be noted down of both the circuits of HVAC unit.
- xi. It will be the sole responsibility of the contractor to get verified the readings of HVAC from the NMRC staff.

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- xii. After the readings are found OK and HVAC unit is found to be working normal, the HVAC unit to be assembled / tightened completely and all the fresh markings are to be carried out.
- xiii. Only after the satisfaction of NMRC supervisor with the working of HVAC unit, the unit is to be declared healthy and fit for installation on the train.
- xiv. The brazing is to be carried out using DA (C2H2) and O2 gas and the brazing rod should be made up of 10% to 15% Ag as it provide superior performance, high strength and the durable joint.
- xv. If any additional item of HVAC unit is to be required to dismantled/removed for carrying out the rectification work of HVAC then it will be in the scope of the contractor.
- xvi. The cost of topping up of Refrigerant gas due to losses on account of non-functioning/irregular functioning of repaired HVAC needs to be borne by the contractor.
- xvii. The contractor shall ensure that when a failure is reported by RS representative, a qualified technician inspects the faulty HVAC unit within 12 hours from the time of reporting the failure. The responsibility to keep the Phone/ Mobile/ Email updated for the failure/fault will rest with the Contractor.
- xviii. If the rectification/overhauling work is completed in HVAC circuit and during the final testing the HVAC is found to be not OK, and some additional work/ component replacement is required to be done in order to make HVAC unit healthy then all the work done on that particular unit right from the starting will be counted for One Circuit only.
- xix. If the rectification/overhauling work is completed in HVAC circuit and during the final testing the HVAC is found to be not OK. The vendor replaces some components on the basis of past experience and after retesting the HVAC is found to be Not OK then that component will not be charged on NMRC and Contractor will have to bear the cost of the same.

Any equipment (like Condenser, Evaporator coil) that cannot be repaired at NMRC premises/workshop may be transported to their workshop for repairs. The cost of to and fro for transportation will be borne by contractor. The movement of such equipment's shall be governed by NMRC security procedures. No extra payment to be made for the same.
- xx. The contractor will not claim any additional charges towards fitment of the charges, expenses of service engineer towards lodging, boarding, to and from for the maintenance visits.
- xxi. NMRC will issue a defect rectification feedback report in terms of "Joint Note/Check sheets" as a token of satisfactory services given by Service Engineer along with list of fitted spares.

6.4 PART B:- Replacement of Faulty Parts/ Components (Supply of Component)

6.4.1 General:

In the event of failure of major HVAC components, replacement shall be undertaken only after joint inspection and certification of failure by the Engineer-in-Charge.

6.4.2 Components Covered (Indicative)

The contractor shall maintain sufficient spares as per list below at site for achieving the minimum downtime. Contractor shall ensure that once consumed, or becoming defective, the local holding of spare part must be replenished within a month and maintained in a good working condition. Some critical spares that need to be maintained at the site are as under:

- Thermostatic expansion valve-05

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- Filter Drier-05
- Sight glass-02
- Solenoid coil -01
- Bypass Solenoid valve-10
- Hand shutoff valve -02
- Refrigerant Compressor– 02
- Vibration absorber Horizontal/ Vertical-02

Payment shall be made on **actual replacement chargeable basis**, as per the approved rates quoted at the time of bid.

6.5 Good Working practice

- a. The Transportation of all material i.e. consumables/gases/components etc. will be in the scope of contractor.
- b. All tools and necessary equipments for maintenance/overhauling will be arranged by contractor itself.
- c. Contractor shall maintain detailed records of all maintenance activities carried out on the HVAC unit and provide to NMRC when required.
- e. The preventive maintenance is to be carried out in such a manner that overall functioning of the system and functional equipments are not affected. The total downtime time for overhauling should be kept as low as possible.
- f. All deputed staff must be skilled in Brazing process and must be familiar with all the gases and refrigerants used in the process.
- g. All the gas and refrigerant cylinders handling will be in the scope of Contractor. All the cylinders used must carry a valid test certificate.
- h. Name, Contact No. of the competent service engineer is to be provided by the contractor who will attend the failure.
- i. If any deputed staff is to be replaced then prior permission is to be taken from Engineer in charge.
- j. All the deputed staff must carry valid ID card at all times. The ID card must carry the name of the firm.

6.6 Time Frame for Overhauling Maintenance:

Inclusive of Repairing and Replacement of all Spares, Components and all other associated accessories which are covered. Basically, it covers attention of all types of major failures/breakdowns.

- a. Response Time (Max) – 12 Hours
- b. Attending time (Max) – 72 Hours on expiry of response time
- c. Grace period- 24 hrs. after the expiry of attending time.

6.7 Penalty Clause:

- a. Penalty shall be levied on the Contractor in case the HVAC unit does not get rectified within 96 hrs. after the reporting of the failure.
- b. Penalty shall be calculated on delay in rectification of HVAC unit and will be deducted from the respective quarterly payments. Penalty calculation will be done for each HVAC

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unit and Penalty amount will be deducted from quarterly payments. The penalty slab and applicable penalty are as under.

S.No.	Penalty Slab	Applicable penalty
1.	> 04 days < 06 days.	Penalty of 1000 INR per day per circuit
2.	> 06 days.	Penalty of 2000 INR per day per circuit

- c. A Bank Guarantee (BG) of 5% amount of contract value shall be submitted by the tenderer at the commencement of Rate contract/ AMC, which will be returned on completion of AMC period. The BG for Rate contract/ AMC will have the validity of 2 years 6 months (i.e. up to 06 months beyond the contract tenure). In case the tenderer fails to provide AMC services successfully, the BG will be forfeited.
- d. If Contractor is unable to rectify more than 10 HVAC units which have been provided to the contractor at the shop floor of Workshop, and each HVAC unit has crossed the deadline of 06 days. Then it will constitute complete failure of tenderer to provide the AMC services successfully, and will lead to forfeiture of BG. This will be in addition to penalty Clause 6.7 b. above for the period of actual performance.
- e. Penalty/L.D. will not be applicable on Force Majeure as per clause no. 16 of G.C.C. (General conditions of contract).
- f. The total ceiling limit of penalty is 15% of contract value as per the clause no. 8.5 of the G.C.C. (General conditions of contract).

6.8 Adequate stock of spares:

Adequate stock of Spares, as per the past experience, shall be stocked by the tenderer either at site and no delay on this account will be permissible. However in case a required spare is available with Noida Metro, it will be the sole consideration of the consignee to issue the same on loan basis to the tenderer for performing repair and maintenance. However, all spares/items borrowed by the tenderer for maintenance, shall be returned within two months from the date of issue from the consignee's store.

6.9 Payment:

Normally, The contractor shall raise the invoice quarterly (3-monthly), for the payments towards Rate contract/ AMC charges which would be made after production of satisfactory maintenance activity report, covering each and every activity performed in each HVAC unit, which will have to be duly verified by NMRC representative, and inclusive of :

- a. Consignee's certificate for work done with calculation of Penalty as applicable.
- b. Bills submitted by the Contractor/tenderer and accepted by consignee.

6.10 Termination of Contract:

The contract shall be terminated in following ways:

- a. Notice in writing by either party, giving 3 months clear notice period. Dues, if any, will be settled in accordance with the conditions of this agreement.
- b. Consignee may terminate the contract in the event of failure of tenderer to provide AMC services in terms of clause 6.7 of the Rate Contract/ AMC agreement.

6.11 Safety Instruction:

Do's for Staff

- a. Working on a shop floor requires strict adherence to safety protocols to prevent injuries. Key actions include wearing proper PPE (helmets, goggles, non-slip shoes), keeping the workspace clean (5S), and reporting hazards. Never skip safety checks, ignore warnings, or operate machines without training
- b. Adhere strictly to Standard Operating Procedures (SOPs) for machine operation and material handling, even to save time.
- c. In case of fire/anything unusual on electric equipment or wires, inform the respective Engineer –in- Charge.
- d. Extinguish fire by special extinguishers (Carbon dioxide or ABC type) if required.
- e. Ensure no water jet to be directed at the fire under any circumstances.
- f. Keep clear of the yellow safety line of the track.
- g. Special care should be taken to carry long pipes, poles or ladders so that it should not come in contact with or within 2 Meters of live OHE.

Dont's for Staff

- a. Do not approach within 2 Meters any traction wires or live equipment.
- b. Do not work on or near traction wires or any live equipment unless they are made dead, earthed and shut down notices/permit to work obtained.
- c. Do not enter any switching station or remote-control center unless specially permitted.
- d. Do not touch a person in contact with live traction wires. Remove body only after power supply is switched off & earthed.
- e. Do not touch any traction wire hanging from the mast or fallen on the ground and do not allow anyone else to touch it.
- f. Do not lift or raise your tools towards traction wires.
- g. Do not damage the plinth continuity, connected to BEC, OPC and handrail continuity.
- h. Do not use steel tape or metallic tape or tape with woven material reinforcement in electrified area.
- i. Do not forget to give artificial respiration to the victim as per the prescribed procedure laid down for shock treatment charts.
- j. Do not throw any garbage in haste. Dispose it properly at designated place.
- k. Contractor must submit undertaking in specified Performa with respect to Do's and Don'ts related to danger work in vicinity of 25KV traction.

6.12 Safety:

- a. Contractor shall adopt the necessary safety procedures to avoid any type of accidents to Employer's personnel, any other personnel & to avoid damages to NMRC assets.
- b. The contractor shall display necessary tagging while carrying out the work on HVAC unit.
- c. All the Hoses used in brazing equipments should be equipped with backflow prevention and flash back arrestors.
- d. One has to ensure there are no oily substances, like grease, on valves, regulators and couplings as this presents a fire hazard.
- e. Be careful and ensure gas cylinders are well within the upright position and placed further away from the brazing location. Moreover, valves should be shut off whenever not in use. One should check properly that the hoses and all the fittings are functional.

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- f. Heatproof gloves are a must. These are readily available to be freely exposed to the heat of brazing tools as well as metal parts. Gloves protect hands from both cut and burn and prevent from any sparks. The gloves also prevent cold burn from the refrigerant gases.
- g. In HVAC systems, checking for leaks after brazing is critical. So, use a leak detector and soapy water to check for leaks in the brazed joints or gas lines.
- h. The staff must be in proper uniform and should be equipped with necessary PPE.

6.13 Accidents:

- a. It shall be the sole responsibility of the contractor to adopt all the safety measures & deploy personnel who are adequately trained in safety.
- b. If any accident occurs within the Depot and associated area due to maintenance work or due to negligence on the part of the contractor's personnel it shall be the fully responsibility of the Contractor.
- c. If any damage occurs to the material & equipment due to maintenance work, the cost of damage will be recovered from contractor's bill.

6.14 Warranty:

06-months warranty on replaced components and Refrigerant leakage rectification/overhauling work.

6.15 Advances:

No advances shall be paid to the Contractor for any maintenance work. Payment only shall be made after the submission of invoice duly certified by concerned section/Rolling Stock Department to the Finance Department.

7 Section 7: Draft Contract Agreement

THIS AGREEMENT made on theday of 2026 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 byof the company, by virtue of his designation and authorization by **Noida Metro Rail Corporation Limited** (hereinafter called as the "Employer"), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

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

The 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: Employer's requirements
 - g. Section 7: Draft Contract Agreement
 - h. Section 8: Forms
 - i. GCC and SHE
 - j. Amendment/ Modification, if any
- (iv) Notice of Award (.....) issued by NMRC
- (v) Letter of Acceptance of NOA (.....) given by to NMRC
- (vi) Any other admitted correspondence documents between NMRC and the Bidder.

3. Duration of Contract

The Corporation intends to appoint a Contractor to NMRC for a period of 02 (Two) years.

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4. Price Schedule

NMRC shall consider the following Total Contract Price, as quoted by the Contractor as part of financial bid.

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

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

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

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

Name of the official

Name of the official

Stamp/Seal of the contractor

Stamp/Seal of the Employer

In the presence of:

In the presence of:

Sign of Witness 1_____

Sign of Witness 1_____

Name_____

Name_____

Address_____

Address_____

Sign of Witness 2_____

Sign of Witness 2_____

Name_____

Name_____

Address_____

Address_____

8 Section 8: Forms of Tender

8.1 Form 1: Letter of Proposal Submission

[Location, Date]

To

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

Subject: Rate Contract for Corrective Maintenance / Annual Maintenance Contract (AMC) of HVAC System installed in NRS-1 trains at Greater Noida Depot of NMRC.

Dear Sir,

We, the undersigned, offer to Contract for Corrective Maintenance / Annual Maintenance Contract (AMC) of HVAC Installed in NRS-1 trains at Greater Noida Depot of NMRC in accordance with your RFP Document dated 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 14**.

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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8.2 Form 2: Firm Details

1.	Title and name of the Project: Rate Contract for Corrective Maintenance / Annual Maintenance Contract (AMC) of HVAC Installed in NRS-1 trains at Greater Noida Depot of NMRC
2.	State the structure of the Bidder's organization (Bidders to complete/delete as appropriate) Sole Bidder
3.	For Bidders who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person:
4.	GST Registration No. (attach documentary proof) -
5.	PAN (attach documentary proof) -

RFP FOR RATE CONTRACT FOR CORRECTIVE MAINTENANCE / ANNUAL MAINTENANCE CONTRACT (AMC) OF HVAC SYSTEM INSTALLED IN NRS-1 TRAINS AT GREATER NOIDA DEPOT OF NMRC

8.3 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: _____

<u>S.No.</u>	<u>ELIGIBILITY CRITERIA</u>	(To be filled by the Bidder)	
1	Sole proprietorship, registered partnership firm (including LLP), public limited company, private limited company or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India.	Yes/ No	
2	The Bidder should have a minimum experience of having satisfactorily completed similar works during last 7 (Seven) years period ending last day of month previous to the one in which the bids are invited should be either of the following i. One similar completed work costing not less than the amount equal to Rs. 40.39 Lakh (Rupees Forty Lakh and Thirty Nine Thousand only) or ii. Two similar completed works each costing not less than the amount equal to Rs. 25.25 Lakh (Rupees Twenty Five Lakh and Twenty Five Thousand only) or iii. Three similar completed works each costing not less than the amount equal to Rs. 20.20 Lakh (Rupees Twenty Lakh and Twenty Thousand only)	Last 7 (Seven) years	

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S.No.	ELIGIBILITY CRITERIA		(To be filled by the Bidder)									
3	The Bidder should have minimum average annual turnover of Rs. 50.49 Lakh (Rupees Fifty Lakh and Forty Nine Thousand only) in the last 3 (three) Financial Years (2022-23, 2023-24, 2024-25) preceding the Bid Due Date.	<table><tr><td>FY 2022-23</td><td></td></tr><tr><td>FY 2023-24</td><td></td></tr><tr><td>FY 2024-25</td><td></td></tr><tr><td><u>Avg. Annual Turnover</u></td><td></td></tr></table>	FY 2022-23		FY 2023-24		FY 2024-25		<u>Avg. Annual Turnover</u>			
FY 2022-23												
FY 2023-24												
FY 2024-25												
<u>Avg. Annual Turnover</u>												
4	The Profit before tax of bidder during any of the financial year should be positive during immediately preceding 3 Audited Financial years (2022-23, 2023-24 and 2024-25).	<table><tr><td>F.Y</td><td>PBT</td></tr><tr><td>2022-2023</td><td></td></tr><tr><td>2023-2024</td><td></td></tr><tr><td>2024-2025</td><td></td></tr></table>		F.Y	PBT	2022-2023		2023-2024		2024-2025		
F.Y	PBT											
2022-2023												
2023-2024												
2024-2025												
5	The Bidder should be registered with the Goods and Services Tax Authorities.											
6	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.											

RFP FOR RATE CONTRACT FOR CORRECTIVE MAINTENANCE / ANNUAL MAINTENANCE CONTRACT (AMC) OF HVAC SYSTEM INSTALLED IN NRS-1 TRAINS AT GREATER NOIDA DEPOT OF NMRC

8.4 Form 4: Work Experience

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

SN	Similar Contract description	Contract Identification Number	Award & Completion date	Employer's Name, address, telephone number, e-mail etc	Role in contract		If in JV/consortium then % participation	Completion cost	Value of similar work in completed work
					Individual	JV/ Consortium			
1									
2									
3									
4									

Authorized signatory

Name:

Date:

Name of the Bidder with seal

NOTE:

- 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 (Experience Certificate/Work Completion Certificate on Client's Letter Head will only be considered).
- 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.
- 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.
- 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.
- 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.
- 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.

8.5 Form 5: Financial Capability Details

Bidder should submit their financial details as per the following:

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

1. Average Annual Turnover

S. No.	Financial year	Name of the Bidder	Annual Turnover (₹)
1.	2022-23		
2.	2023-24		
3.	2024-25		
Average AnnualTurnover			

2. Profit before tax

S. No.	Financial year	Name of the Bidder	Profit before tax (₹)
1.	2022-23		
2.	2023-24		
3.	2024-25		

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____ (Name of Bidder),
We M/sChartered Accountants/ Statutory Auditors, certify that the above
information pertaining to FY 2022-23, FY 2023-24 and FY 2024-25 is correct.

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

Authorised Signatory (Name & Designation of Authorised Signatory)

In case Financial Statements are not required to be audited under relevant law, the bidder have to give an undertaking certified by a Chartered Accountant that the Annual Accounts of the bidder is not required to be Audited under the relevant law/act. However, the Form 5 needs to be submitted duly certified by Chartered Accountant, mentioning UDIN as well. Also, the financial statements which are not subject to Audit as per law shall be duly certified by the Chartered accountant/ Statutory auditor under his seal, stamp and sign with UDIN.

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. and UDIN.
3. The Bidder shall provide the audited annual financial statements as required.

8.6 Form 6: Memorandum

Name of Work: Rate Contract for Corrective Maintenance / Annual Maintenance Contract (AMC) of HVAC System installed in NRS-1 trains at Greater Noida Depot of NMRC

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

8.7 Form 7: Undertaking

I confirm that We (Bidder), _____

- a. Have not been banned in NMRC and any other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban affairs/ Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the bidder (including any member in case of JV/consortium) as on date of tender submission.
- b. Do not have any pending litigation & non-performing contracts during last 5 (five) years. Further, has not been barred by any other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban affairs/ Order of Ministry of Commerce, applicable for all Ministries as on date of tender submission.
- c. Have not abandoned any work in last 5 (five) years.
- d. Have not delayed in similar work completion during orders executed in last 5 (five) years.
- e. Do not ever been terminated due to poor performance.
- f. Have not suffered Bankruptcy/ insolvency in last 5 (five) years.
- g. Have not been blacklisted/ debarred by any organization.
- h. Have not been put on defaulter's list of EPF/ESI/GST/Labour Deptt. etc during the last 5 (five) years.
- i. Have not been be involved in any illegal activity and/or has not been charge sheeted for any criminal act during the last 5 (five) years.
- j. Have not submitted any misleading information in the Bid.
- k. Are financially sound to perform the work.

Authorized signatory

Name:

Date:

Name of the Bidder with seal

8.8 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 favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **Rate Contract for Corrective Maintenance / Annual Maintenance Contract (AMC) of HVAC Installed in NRS-1 trains at Greater Noida Depot of NMRC** in response to the RFP Document dated _____ issued by Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

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

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

Signed by the within named

.....[Insert the name of the executant company]

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

**RFP FOR RATE CONTRACT FOR CORRECTIVE MAINTENANCE / ANNUAL MAINTENANCE CONTRACT (AMC)
OF HVAC SYSTEM INSTALLED IN NRS-1 TRAINS AT GREATER NOIDA DEPOT OF NMRC**

WITNESS

1.

.....
(Signature)
Name

Designation.....
2.

.....
(Signature)
Name

Designation.....

Notes:

- (1)

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2)

In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3)

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

8.9 Form 9: 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 EARNEST MONEY ATTACHED

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

BIDDER

8.10 Form 10: 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

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

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

Date:

Signature with Stamp/Seal

8.11 Form 11: Proforma 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

RFP FOR RATE CONTRACT FOR CORRECTIVE MAINTENANCE / ANNUAL MAINTENANCE CONTRACT (AMC) OF HVAC SYSTEM INSTALLED IN NRS-1 TRAINS AT GREATER NOIDA DEPOT OF NMRC

8.12 Form 12: Bid Offer/ BOQ (Format)

To
DGM/RS,
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: Rate Contract for Corrective Maintenance / Annual Maintenance Contract (AMC) of HVAC Installed in NRS-1 trains at Greater Noida Depot of NMRC

Dear Sir,

I/we have read and examined the RFP document, general terms and conditions. I/we hereby quote for the Total Price for Rate Contract for Corrective Maintenance / Annual Maintenance Contract (AMC) of HVAC Installed in NRS-1 trains at Greater Noida Depot of NMRC.

S. No.	Item Description	Quantity	Units	Total Estimated Rate Including GST Rs. P	Total Estimated Amount with Taxes in Rs. P
1	PART A:- Leakage Rectification				
1.01	Charges (per circuit basis) for rectification of all Leakage faults including subsequent gas charging and testing per circuit of HVAC. Quoted rates are inclusive of:- a) Manpower b) Consumables c) Tools and Equipments	100.00	Per circuit	46,492	4649200.00
2	PART B:- Replacement of Parts				
2.01	A list of 61 spare parts/components/cards has been provided at Serial No. 3.01 to 3.61 along with the corresponding base rates. The percentage quoted by the bidder shall be applied uniformly to these base rates for deriving the contract rates of all items under Part-B. For the purpose of bid evaluation, a notional amount of ₹4,00,000/- (Rupees Four Lakh only) has been considered under Part-B as per the component replacement trend observed in past years, and the quoted percentage shall also be applied to this amount. The list of replacement parts is included for determining the contract rates of replacement items.	1.00	Nos.	4,00,000	400000.00
Total in Figures (Part A+ Part B)					50,49,200.00

Percentage BOQ

S. N.	Particulars	In Figures	In Words
1	Quoted Rate (in percentage) (Above/below)		
2	Total Quoted Amount for two (02) Years (Rs.)		
3	Rebate, if any (in percentage)		

***The bidder is required to fill only blue cells.**

**RFP FOR RATE CONTRACT FOR CORRECTIVE MAINTENANCE / ANNUAL MAINTENANCE CONTRACT (AMC)
OF HVAC SYSTEM INSTALLED IN NRS-1 TRAINS AT GREATER NOIDA DEPOT OF NMRC**

Annexure-A

03. - List of 61 spare parts/components at Serial No. 3.01 to 3.61 along with the corresponding base rates.					
S.No.	Item Description	Quantity	Units	Total Estimated Rate Including GST Rs. P	Rate Quoted by bidder as per bid % Rs. P
3.01	Evaporator Coil, Make SIDWAL, Part No. SR-1803	1.00	Nos.	257938.56	
3.02	Condenser Coil,RHS, Make SIDWAL, Part No. SR-1804	1.00	Nos.	248890.32	
3.03	Condenser Coil,LHS, Make SIDWAL, Part No. SR-1804	1.00	Nos.	248890.32	
3.04	Expansion Valve, Make DANFOSS, Part No. TCBE,R407C,068U4250	1.00	Nos.	4439.16	
3.05	Sight Glass ODF1/2 IN PS52 BAR/MWP 754 psi, Make DANFOSS, Part No. 014L0183	1.00	Nos.	3363.00	
3.06	Filter Drier Des:- 1/2in FLARE*1/2 IN FLARE, Make DANFOSS, Part No. DML304, 023Z0050	1.00	Nos.	2555.88	
3.07	Solenoid Valve (Liquid Line) without coil Des:- 1/2in ODF*1/2IN ODF, Make DANFOSS, Part No. EVR10,032F1217	1.00	Nos.	4977.24	
3.08	Solenoid Valve (Bypass line) without coil Des:- 3/8 in ODF*3/8 in ODF, Make DANFOSS, Part No. EVR 6NC,032L1212	1.00	Nos.	3766.56	
3.09	Solenoid Valve Coil Des:- 24 DC,16W, Make DANFOSS, Part No. TYPE BG024DS, PART NO 018F6857	1.00	Nos.	2959.44	
3.10	Refrigerant High Pressure Switch Des:- 31 NC 24 bar, Make DANFOSS, Part No. ACB-2U C 55 W, 061F9053	1.00	Nos.	2017.80	
3.11	Refrigerant Low Pressure Switch Ss:- 2.7 No,1.7 bar, Make DANFOSS, Part No. ACB-2U C 133W, 061F9124	1.00	Nos.	2421.36	
3.12	Refrigerant Low Pressure Transducer 0- 40 Bar (Out 4-20 mA) , Make DANFOSS, Part No. AKS 3000 060G6187	1.00	Nos.	5649.84	
3.13	Refrigerant Low Pressure Transducer 0-10 bar (Out 4-20 mA), Make DANFOSS, Part No. AKS 3000 060G6186	1.00	Nos.	5649.84	
3.14	Hand shut off valve with screw cap 1/4" ID X 1/4" MSAE Lower port, Make HENRY, Part No. 2227-0404A1	1.00	Nos.	8071.20	

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3.15	Compressor, Make COPELAND SCROLL, Part No. ZR94KCE-TFD-522 UL1801898	1.00	Nos.	74008.66	
3.16	Suction Flexible Hose	1.00	Nos.	18832.80	
3.17	Discharge Flexible Hose	1.00	Nos.	25558.80	
3.18	Supply Fan Motor 2.2 KW, 415 V 1430 RPM IP 66, Double Shaft, Make CROMPTON GREAVES, Part No. UL1700351	1.00	Nos.	43125.46	
3.19	Supply Fan Impeller, Make SIDWAL, Part No. SR-1249	1.00	Nos.	12106.80	
3.20	Condensor Fan Motor 1.5 KW, 415 V, 50HZ, RPM 0935 , IP 66, Make CROMPTON GREAVES, Part No. UL1700329	1.00	Nos.	29594.40	
3.21	Condensor Fan Impeller, Make SIDWAL, Part No. SR-1762	1.00	Nos.	15873.36	
3.22	Fresh Air Damper Actuator 4Nm AC/DC 24 V 50/60 HZ, Make BELIMO, Part No. UL3001413	1.00	Nos.	20447.04	
3.23	Return Air Damper Actuator Motor AC/DC 24 V,4.1 VA M, 4Nm ,35s, Make Johnson Control, Part No. UL3001409	1.00	Nos.	18832.80	
3.24	Fresh Air Temperature Sensor (FAT), Make SIDWAL, Part No. SR-1780	1.00	Nos.	5179.02	
3.25	Supply Air Temperature Sensor (SAT), Make SIDWAL, Part No. SR-1780	1.00	Nos.	5179.02	
3.26	Return Air Temperature Sensor (SAT), Make SIDWAL, Part No. SR-1780	1.00	Nos.	5179.02	
3.27	Hygrostat, Make Galltec, Part No. A8044343044012	1.00	Nos.	19774.44	
3.28	Smoke Dtector, Make System Sensor, Part No. Model No. 2351/EC	1.00	Nos.	4708.20	
3.29	DCB (DC Circuit Breaker)	1.00	Nos.	2017.80	
3.30	DC-DC Converter-PS1 INPUT 110V DC , OUTPUT 24VDC, 135 Watt, Make VICOR, Part No. V1-LT3-CW	1.00	Nos.	22868.40	
3.31	DC-DC Converter-PS2 INPUT 110V DC , OUTPUT 24VDC, 50 Watt, Make MORSUN, Part No. URF1D24QB-50WHA6	1.00	Nos.	20178.00	
3.32	Line Filter Single Phase EMC/EMI Line Filter 3 A 125V, 250V 50/60Hz, Make SCHURTER, Part No. 5500.2053	1.00	Nos.	9349.14	
3.33	Relay 24 V DC DC 24V, Out AC 250V, 5A, Make WAGO, Part No. 859-304	1.00	Nos.	2488.62	
3.34	Relay 110V DC AC/DC 96V, 0.4 W, Make LUTZE, Part No. 762040, RE 6-2040	1.00	Nos.	4371.90	
3.35	MCSR (Rotary Switch), Make KAYCEE, Part No. 3SI6E	1.00	Nos.	2070.90	

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3.36	VSC 415V, 50 Hz, Make SCHNEIDER, Part No. LC1K06, 01N7	1.00	Nos.	2474.46	
3.37	CMB (Compressor Motor Circuit Motor) 3P, 32 A, magnetic, rotary handle, Make SCHNEIDER, Part No. GV3L 326	1.00	Nos.	9416.40	
3.38	CMB Auxiliary Contact of (1 NO +1 NC), Make SCHNEIDER, Part No. GVAN11	1.00	Nos.	2070.90	
3.39	CMOLR (Compressor Motor Overload Relay) Thermal overload relay 32A, Make SCHNEIDER, Part No. LRD326	1.00	Nos.	4035.60	
3.40	CFB (Condenser Fan Motor Circuit Breaker) Motor circuit breaker, 3P, 6-10 A, Make SCHNEIDER, Part No. GV2ME146	1.00	Nos.	4842.72	
3.41	CFB Auxiliary Contact of (1 NO+1 NC) 1.4 Nm, Make SCHNEIDER, Part No. GVAN11	1.00	Nos.	2070.90	
3.42	SFB (Supply Fan Motor Circuit Breaker), Make SCHNEIDER, Part No. GV2ME146	1.00	Nos.	4842.72	
3.43	SFB Auxiliary Contact (1 NO+1 NC), Make SCHNEIDER, Part No. GVAN11	1.00	Nos.	2070.90	
3.44	HTRCB (Heater MCB), Make SCHNEIDER, Part No. XC80	1.00	Nos.	2690.40	
3.45	HTRCB Auxiliary Contact of (1 NO+ 2NC) MCB , C25A, 3P, Make SCHNEIDER, Part No. XC80	1.00	Nos.	2743.50	
3.46	EIVCB (Emergency Inverter Circuit Breaker) 2P, 415 V, 25A, Make SCHNEIDER, Part No. XC 60	1.00	Nos.	2178.28	
3.47	CMC (Compressor Motor Contact) contactor - 3P (3 NO) - AC-3 440 V 38 A - 24 V DC, Make SCHNEIDER, Part No. LC1D386, BD S207	1.00	Nos.	10492.56	
3.48	CFC (Condensor Fan Contactor) contactor S207 - 3P (3NO) AC-3 9A <=440V - coil 24V DC, Make SCHNEIDER, Part No. LCID096 BD S207	1.00	Nos.	7528.40	
3.49	ESFC, SFC (Supply Fan Contactor), Make SCHNEIDER, Part No. LCID096 BD S207	1.00	Nos.	7533.12	
3.50	HTC (Heat Contactor) No. of Pole 3, 30A, Make SCHNEIDER, Part No. LC1D256, BDS207	1.00	Nos.	9954.48	
3.51	EIVC (Emergency Inverter Contactor) No. of Pole 3, 30A, Make SCHNEIDER, Part No. LC1D256	1.00	Nos.	9954.48	
3.52	Heater Bank, complete 3 set, Make SIDWAL, Part No. SR-2276	1.00	Nos.	32407.52	
3.53	Electrical Heater, 1 Set 4 KW ,415, Make SIDWAL, Part No. SR-1989	1.00	Nos.	4842.72	
3.54	ESTI Glass bulb OHP (ESTI), Part No. UL9001608	1.00	Nos.	2354.10	
3.55	OHP (Bimetallic Overheat Protector), Make SIDWAL, Part No. UL2100140	1.00	Nos.	3363.00	
3.56	Emergency Inverter , Make SIDWAL, Part No. SR-3561 20BSR-1821	1.00	Nos.	107616.00	

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3.57	Emergency Transformer 2.2 KVA/3PH,3A, Make BHURJI, Part No. KAB8703021270	1.00	Nos.	52675.20	
3.58	Power Connector (P1), AC-Side, Make WEIDMUIER, Part No. HDC Rockstar	1.00	Nos.	5380.80	
3.59	Booster Fan (Cab) 110 V DC,CL.F,1A,110Wa,1565 RPM,IP 54.Imax 1.12 A, Make ECOFIT, Part No. GDS 110 133* 190L	1.00	Nos.	202303.92	
3.60	CAB Electrical Heater Heater Bank, Part No. SR-1888	1.00	Nos.	17487.60	
3.61	Filter (EMC/EMI Line Filter), Make SCHURTER, Part No. 5500.0455.3	1.00	Nos.	2959.44	

Name of Bidder & Seal

Please Note:

- The bidder shall mention Percentage Quote (Above/Below).**
- The quantities indicated in Part-A & Part-B are tentative and are provided solely for bid evaluation purposes. Payment shall be made based on actual quantities executed and certified by the Engineer-in-Charge.
- The items listed in Annexure-A are indicative in nature. The Contractor shall supply any of the listed spare parts/components/cards as and when required during the contract period at the contract rates derived on/after application of the quoted percentage.
- Payment for Part-B (Annexure-A) shall be made only for the actual quantities supplied and accepted by the Employer. The Contractor shall not refuse supply of any item included in Part-B/ Annexure-A on the grounds of quantity, value, frequency of requirement or quoted rates.
- The Amount Arrived at from Quoted Rate, per item in the Commercial Bid, would be treated as complete in all respect. It will be deemed to include all incidental charges, supervision, transport, contractor's profit and establishment/overheads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract.
- The total payment due to contractor shall be inclusive of all taxes, Tender Requirements, Statutory Contributions, etc.
- The GST will be reimbursed based on the invoice of GST paid to the concerned authority by the contractor.
- The rates and prices tendered in the priced bill of quantities are for complete work and complete in all respects. It will be deemed to include all plant, labour, supervision, materials, including all leads, lifts, ascents, descants, crossing of Rly. Tracks and any other obstructions etc. unloading, loading, handling, re-handling, royalty and compensation etc. All Temporary works, maintenance, contractor's profit and establishment/ over heads, together with all general risks, insurance liabilities and obligations set out or implied in the contract.

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9. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfils all the requirements of the Tender Document.
10. 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 of the Authorized Person

NAME OF THE BIDDER AND SEAL

8.13 Form 13: Proforma of performance security/Bank Guarantee by Bank

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this..... day of(month & year) between Bank of..... (Hereinafter called the "Bank") of the one part, and Noida Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Noida Metro Rail Corporation limited has awarded the contract for ..(name of Work) (hereinafter called "the contract") to M/s.....(Name of the Contractor)....hereinafter called "the Contractor".
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of ₹ (Amount in figures and words).
4. Now we the Undersigned..... (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that the said Bank will Guarantee the Employer the full amount of ₹ (Amount in Figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately/same day on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s/ Arbitral Tribunal relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. The Performance Bank Guarantee (PBG) shall remain valid for the entire period of the Contract, including any extensions, amendments, variations thereof, and shall further remain valid for a period of six (06) months beyond the date of completion of the Contract. The Bank guarantee shall also have a claim period of not less than six (06) months from the date of the expiry of the PBG, during which the employer shall be entitled to invoke the same as stated in Section 4.6.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no changes, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution

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of the Bank or of the Contractor.

10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rs)
 - (b) This Bank Guarantee shall be valid up to
 - (c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

In witness whereof I/We of the bank have signed and sealed this guarantee on the.....day of (Month & Year) being herewith duly authorized.

For and on behalf of the Bank.

Signature of authorized Bank official

Name:

Designation:

I.D. No. :

Stamp/Seal of the Bank:

In the presence of:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

Notes:

- The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
- The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.

8.14 Form 14: 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: Saleable Form for Tender Document		
12	Form 10: Declaration of Refund of Earnest Money		
13	Form 11: Proforma for Clarifications / Amendments on the RFP		
14	Form 12: Bid offer/BOQ Format		
15	Form 13: Performa of performance security/Bank Guarantee by Bank		
16	Form 14: Bid Details		
17	Statutory proof of existence as the legal entity: Registration certificate of the firm/ Partnership deed/ certificate of incorporation, affidavit for sole proprietorships etc.		
18	GST & PAN certificate as per legal entity		
19	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years i.e. for FY 2022-23, FY 2023-24 and FY 2024-25		
20	Self-attested copy of ITR for FY 2022-23, FY 2023-24 and FY 2024-25		
21	Self-attested Copy of NIT and RFP		
22	Any other document asked by the Employer if submitted, specify the documents Or Any other document which the Bidder considers relevant		