

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

REQUEST FOR PROPOSAL (RFP)

E tender No. NMRC/GM/(GA)/GA/473/2026

Rate Contract for Hiring of Vehicles for NMRC

July, 2026

Issued by:

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

Disclaimer

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “**Rate Contract for Hiring of Vehicles for NMRC**” contains brief information about the scope of work and selection process for the Bidder (‘the Contractor’ or “the Tenderer” or “the Applicant”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

Glossary

- a) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders;
- b) **“Agreement”** means the Contract Agreement to be executed between NMRC and the selected bidder.
- c) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) **“Bidder”** or **“Tenderer”** means Sole proprietorship, registered partnership firm, public limited company, private limited company or any of the above and its Successor in title and assigns which is submitting its bid pursuant to RFP Documents
- e) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender
- f) **“Commencement Date”** means the date of commencement of Contract Agreement as mentioned in NOA
- g) **“Earnest Money Deposit (EMD)”** means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- h) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Contractor with NMRC as per terms and conditions of Contract Agreement as a security against the performance of the Contract agreement.
- i) **“NMRC”** means Noida Metro Rail Corporation Limited (or “Corporation”)
- j) **“Party”** means Contractor or Corporation (together they are called **“Parties”**)
- k) **“Performance Bank Guarantee/ Security Deposit”** means interest free amount to be deposited by the Contractor with NMRC as per terms and conditions of Contract Agreement as a security against the performance of the Contract agreement
- l) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory Contracts, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- m) **“Re. or Rs. or INR”** means Indian Rupee
- n) **“Revenue Operations Date (ROD)”** means the date of operation of metro
- o) **“Selected Bidder”** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of Contract.

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

Data Sheet

1	Name of the Bid	Rate Contract for Hiring of Vehicles for NMRC
2	Approximate Cost of Work	INR 3,41,18,400/- (excluding GST)
3	Time-period of contract	1 year + extendable for a further period of 02 years (1+2=3 years)
4	Method of selection	Cost Based Selection (Lowest –L1)
5	Bid Processing Fee	INR 23,600/- (including GST) (Rupees Twenty-Three Thousand Six Hundred only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Earnest Money Deposit (EMD)	INR 3,41,184.00/- (Rupees Three Lakhs Forty-One Thousand One Hundred and Eighty-Four only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Corporation's official for addressing queries and clarifications	GM/GA Noida Metro Rail Corporation Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrchgstore@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	
	Task	Key Dates
	Uploading of Tender Documents/RFP	16.07.2026
	Pre-bid Meeting	22.07.2026 [Time 11:00 hrs]
	Last date of receipt of Pre-bid queries	23.07.2026
	Last date of issuing amendment, if any	27.07.2026
	Last Date of Bid Submission	30.07.2026 [Time 17:00 hrs]
	Date of Technical Bid Opening	30.07.2026 [Time 17:30 hrs]
13	JV/Consortium to be allowed	No
14	Account details	For Bid Processing Fee & EMD State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.

Note: (i) Tender Cost and Tender Security is exempted for Micro & Small Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dpt. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category and have valid registration certificate as on date of tender submission. (MSME certificate clearly mentioning the status of the Bidder for the FY 2025-26).

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

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

The tenderers seeking exemption from 'tender security', being MSEs, shall ensure their eligibility w.r.t above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration i.e. "Renting and Leasing of Motor vehicles".

In absence of any of the above requirements no exemption for 'tender security' will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSMEs.

No further clarification shall be sought on the above.

1. In case a bidder, whether exempted or not exempted from payment of Tender Cost/Tender Security on account of being a Micro & Small Enterprise (MSE), and;
 - (i) withdraws his Tender during the period of Tender validity; or
 - (ii) becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
 - (iii) refuses or neglects to execute the contract; or
 - (iv) fails to furnish the required Performance Security within the specified time,

Such bidder shall be debarred from participating in future tenders for a period of 1 year from the date of discharge of tender/date of cancellation of NOA/annulment of award of contract as the case may be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Tender Cost/Tender Security.

Further, any bidder who, in the past, was declared as a successful bidder (Whether MSME/MSE or not) but failed to commence the work for whatsoever reason shall also be debarred from participating in the current/future tenders for a period of 1 year from the date of discharge of tender/date of cancellation of NOA/annulment of award of contract as the case may be. Tender Cost/Tender Security/EMD/Performance Bank Guarantee, if submitted shall be forfeited by NMRC without assigning any reason. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Tender Cost/Tender Security.

Further, the Employer may advise the competent authority responsible for issuance of the exemption certificate to take suitable action against the bidder, including cancellation of the enlistment/exemption certificate and/or issuance of a blacklisting certificate/order, after forfeiture of the Tender Cost/Tender Security/EMD/Performance Bank Guarantee, as applicable.

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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 for planning and executing urban transport projects in Noida, Greater Noida regions. The Company 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 Company is to help create an efficient, safe, reliable, economical and affordable public transport system
- c. An elevated metro line between Noida and Greater Noida is already in operation.
- d. NMRC invites E-Bids for selection of Contractor for granting the Rate Contract for Hiring of Vehicles for NMRC.
- e. In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this Request for Proposal 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. Financial proposal of only qualified Bidders will be opened.
- g. The Successful Bidder shall provide the services as described in Section 2: Terms of Reference.

1.2 About Locations

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

1.3 Communication

All communications should be addressed to:

GM/GA

Noida Metro Rail Corporation (NMRC) Limited

Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,

Noida -201301

District: Gautam Budh Nagar, Uttar Pradesh

Email: nmrchgstore@gmail.com

2 Section 2: Terms of Reference

2.1 Tenure:

The contract will be initially for a period of one year and is likely to commence from the date of signing of the agreement which may be extended for a further period of 02 years (Total 1+2 = 3 Yrs.) on the rates (subject to clause 2.2.20), terms and conditions depending upon the agreed requirement and administrative convenience of NMRC. Any further extension can be considered on mutually agreed terms and condition. NMRC, however, reserves the right to terminate / curtail the contract at any time after giving one week's notice without assigning any reason.

2.2 Scope of Work

2.2.1 The scope of work shall include the supply of the following types of vehicles as per usage in NMRC as mentioned below:-

a) Schedule A: Details of Non-AC vehicles to be hired by NMRC on per day basis:-

S.No.	Type of vehicles	Hours	Per day rate as per current market rates		Extra Charges		
			80 km	200 km	Extra Km	Extra Hours	AC Usage
1	4+ 1 Seater Swift, Ritz, Wagon R, Eeco Dezire, Amaze, Tigor, Aura or same category car (SUV/Sedan)	12	2292	2802	14	64	64
		24	2802	3183	14	64	64
2	6+1 Seater Bolero, Eeco , Ertiga or same category car	12	2802	3056	18	64	76
		24	3183	3311	18	64	76
3	6+1 Seater Innova Crysta, Scorpio, SUV/XUV, or same category car	12	4840	6050	22	121	121
		24	5170	6710	22	121	121
4	18-32 Seater Mini bus	12	7641	8278	36	102	145
		24	8278	8913	36	102	145
5	Bus above 32 Seater	12	11500	14700	60	700	450
		24	15500	18600	60	700	450

b) Schedule B: Details of Non-AC vehicles to be hired by NMRC for 25/26 days:-

S.No.	Type of vehicles	Hours	Monthly rate as per current market rates						Extra Charges		
			1500 km	2000 km	2200 km	3000 km	5000 km	7000 km	Extra Km	Extra Hours	AC Usage
1	4+ 1 Seater Swift, Ritz, Wagon R, Eeco Dezire, Amaze, Tigor, Aura or same category car (SUV/Sedan)	12	50936	52209	53482	56030	1,06,965	110000	14	64	64
		24	59849	62396	63669	64943	1,19,698	125000	14	64	64
2	6+1 Seater Bolero, Eeco, Ertiga or same category car	12	64943	66217	68763	70036	1,17,152	125000	18	64	76
		24	73856	75130	76404	78950	1,26,065	138600	18	64	76
3	6+1 Seater Innova Crysta, Scorpio, SUV/XUV, or same category car	12	90750	101640	105270	114400	1,26,065	150600	22	121	121
		24	93500	106700	109450	118800	1,38,799	162800	25	121	121
4	18-32 Seater Mini bus	12	86591	87864	90410	94230	1,88,716	173600	36	102	143
		24	94230	96778	100597	103145	2,06,289	205000	36	102	143
5	Bus above 32 Seater	12	145000	155000	158000	175000	2,25,000	262000	60	700	450
		24	160000	170000	182000	220000	260000	300000	60	700	450

c) Schedule C: Details of Non-AC vehicles to be required for NMRC Corridor for 30/31 days:-

S.No.	Type of vehicles	Hours	Monthly rate as per current market rates						Extra Charges		
			1500 km	2000 km	2200 km	3000 km	5000 km	7000 km	Extra Km	Extra Hours	AC Usage
1	4+ 1 Seater Swift, Ritz, Wagon R, Eeco Dezire, Amaze, Tigor, Aura or same category car (SUV/Sedan)	12	52209	53482	54756	57302	108238	115000	14	64	64
		24	61123	63669	64943	66217	120972	128000	14	64	64
2	6+1 Seater Bolero, Eeco, Ertiga or same category car	12	66217	67489	70036	71310	118425	130000	18	64	76
		24	75130	76404	77677	80223	127339	142000	18	64	76
3	6+1 Seater Innova Crysta, Scorpio, SUV/XUV, or same category car	12	93170	101640	107690	117370	127339	155000	22	121	121
		24	95700	108900	111320	121000	140073	170000	25	121	121

4	18-32 Seater Mini bus	12	87864	89137	91684	94230	191772	175000	36	102	143
		24	95504	98051	101871	103145	210109	208000	36	102	143
5	Bus above 32 Seater	12	150000	158000	162000	180000	228000	270000	60	700	450
		24	164000	178000	188000	225000	266000	305000	60	700	450

Note: The above rates are in INR and exclusive of GST, State Tax, Toll Tax, and State Entry Tax.

2.2.2 NMRC has mentioned rates for each of the category of vehicles for each usage frequency namely SCHEDULE (A) for per day usage vehicles, SCHEDULE (B) for 25/26 days usage vehicles and SCHEDULE (C) for 30/31 days as above. Accordingly, Bidders may quote a single uniform percentage (%) above/below/at par in the BOQ on the rates mentioned in the price schedule. Quoted percentage in BOQ shall be restricted to the two places after the decimal. This single percentage shall be applicable across all categories of vehicles and for all types of usage frequencies mentioned in the price schedule.

2.2.3 NMRC will evaluate the lowest bidder in overall category, i.e., SCHEDULE (A), SCHEDULE (B) & SCHEDULE (C). The overall contract shall be awarded to the bidder whose overall percentage % of rates in BOQ is lowest. Notwithstanding the same, the overall percentage % rates quoted by the bidders in the BOQs, shall be deemed to be final in all categories of vehicles and the contractor shall be ready to supply those category of vehicles (as mentioned in Price schedule), as and when desired by NMRC, at the rates filled by them in the BOQs as well.

2.2.4 The extra charges in price schedule is based on rate/UoM system i.e. extra KM usage will be read as Rs. /extra km, extra hours will be read as Rs./extra hour and AC usage will be read as Rs./hour of AC usage. The rates are inclusive of all charges including fuel, insurance charges, vehicle cleaning charges, service and maintenance charges, driver salary etc., which is to be borne by the bidders. After contract signing between NMRC and the selected bidder, the rates for individual vehicles as quoted by the bidder in the BOQ shall be deemed to be finalized and the bidder would be expected to provide as many vehicles (of a particular make as per the price schedule) as required by NMRC on the quoted rates. NMRC reserves the right to inter-change/amend the number of vehicles (of various make as per the price schedule) during the Contract period, as and when desired. No prior notice regarding the change in number of vehicles will be issued, and the bidder shall provide the vehicles as per work-order(s), being issued during the tenure of the contract.

2.2.5 The bidder should have a minimum of ~~15~~ **25** vehicles (Delhi **NCR** and/or UP registered) of similar make as per the vehicles in price schedule, as specified under section 2, registered in their firm's/individual/proprietor's name. Vehicles should not be bought earlier than the year 2021, i.e. more than 05 years old (i.e. as calculated on 01.01.2026) for the respective category .**All 25 RCs must be issued after 01.01.2021. Out of said 25 vehicle RCs, the bidder must have 4 RCs for buses in the name of bidder in case owned or the bidder should have executed MOU/Agreement regarding in case the buses are taken on lease/hire basis.** Only vehicles complying with such applicable age norms shall be eligible for this tender. Vehicles may run on any of the following fuels – Petrol, Diesel, CNG, hybrid and/or battery operated.

2.2.6 The vehicles shall only be registered in the state of Delhi **NCR** and/or UP only. Only firms having registered office within 25 KM from the shortest distance from NMRC Head-Office, Ganga Shopping Complex, Sector – 29, Noida, Uttar Pradesh – 201301 shall be eligible to apply for this tender.

2.2.7 All taxes, challans, fuel charges, service and maintenance costs, driver salaries, insurance charges, vehicle cleaning charges etc. except GST, State Tax, Toll Tax, and State Entry Tax will have to be borne by the bidders.

2.2.8 Vehicles to be provided by the Contractor(s) should be in perfectly good and sound condition mechanically and suitable for use by Senior Officers.

2.2.9 Taxies supplied should be fitted with all modern features and shall be comprehensively insured (including third party insurance). The Contractor shall bear all liability and expenses arising out of any untoward incident involving the vehicles during the contract period. The contractor shall execute an indemnity bond indemnifying NMRC of any such claims whatsoever.

2.2.10 The Bidder or any of his employees should not be related to NMRC.

2.2.11 The vehicles will have to be fitted / provided with the following additional accessories / utilities:

- a) Clean seat covers & Towels
- b) Quality radio music system

- c) Reading lamp
- d) Tissue paper box
- e) Car perfume
- f) Seat Belts (front & Rear)
- g) Umbrella during Monsoon
- h) Sanitizer
- i) First-Aid Box
- j) Curtains – if requested by NMRC official

2.2.12 Firms should have sufficient numbers of drivers having experience of driving in Delhi-NCR. The contractor should own a fleet of sufficient number of vehicles so as to ensure prompt and smooth service.

2.2.13 Only such bidders may apply whose vehicles have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises / Garage / Stands from where such vehicles are to be operated and can be requisitioned by NMRC.

2.2.14 The firm should ensure that the drivers employed holds valid driving license, are well trained, well behaved, reasonably educated, and conversant with traffic rules / regulations and city roads / routes as well as security instructions. The drivers employed, shall at all times, carry a cell-phone while on duty whose number is to be provided to the Concerned Controlling officer. The firm will not change the driver of any vehicle without prior intimation to the concerned Controlling Officer.

2.2.15 Each driver should wear uniform while on duty. Each driver provided to NMRC along with the vehicle should have police verification. The firm shall incur all charges for police verification/uniform etc. of the drivers.

2.2.16 Punctuality will have to be ensured and log book shall be maintained by the drivers for this purpose. The driver should not leave the office without prior permission of the concerned officer in any case.

2.2.17 NMRC shall pay for the mileage incurred by the vehicles from the point of reporting to the end point only. No mileage shall be payable for mileage covered from the garage to the reporting point and vice-versa. There will be no dead-mileage. Also, no mileage will be allowed for lunch / tea of the driver. Each vehicle will be provided with a mileage log-book as per govt. norms and regulations and payment shall be made against the entries made in the log-book by concerned controlling officer. Drivers shall ensure that the log-book of the vehicles are duly updated and maintained on regular basis. Tampering with the entries of Log-Book shall attract heavy penalties and/or termination of the contract without any notice whatsoever. Log-books will be scrutinized as and when desired by the controlling officer and readings shall be mentioned in the monthly bills to NMRC. The Contractor shall bear full responsibility for the upkeep of mileage log-book and shall promptly present the same for scrutiny by concerned NMRC officials as and when desired by NMRC.

2.2.18 A list of drivers who would be deployed on duty along with their valid driving license nos. has to be provided to NMRC. The firm should inform in advance the bio-data of all drivers who would be deployed on duty. Declaration from the firm on their letter-head stating that the drivers provided are of Good Character, has police verification, have valid driving license and are aware of the roads of Delhi-NCR is required.

2.2.19 Vehicles should not be older than 05 years (i.e. as calculated on 01.01.2026) for the respective category. Only vehicles complying with such applicable age norms shall be eligible for this tender. Vehicles may run on any of the following fuels – Petrol, Diesel, CNG, hybrid and/or battery operated.

2.2.20 Variation in rates of vehicles on the basis of increase/decrease in fuel prices shall be applicable based on the following formula:-

Price variation shall be applicable on rate per month and to be calculated on 1st day of every quarter (1st day of January/april/july/october):-

- a) Rate per km of previous quarter = rate per month of previous quarter/(Specified KM)
- b) Increase/Decrease in rates per km = [Current rate of fuel(diesel/petrol/CNG) in Noida on 1st day of quarter – Rate of fuel (diesel, petrol, CNG) in Noida on 1st Day of previous quarter]] / 4
- c) Run per month of current quarter = (a + b) x (Specified KM)
- d) Similar Price variation shall be applicable on rate for extra km in a quarter
- e) The rates shall be valid for the full quarter.

2.2.21 Any complaint from the users regarding poor upkeep, maintenance, non- availability of above accessories or any of the conditions prescribed for drivers not being met would attract a cut from the bill for that day(s)/month (s).

2.2.22 Any overtime arising due to breakdown of vehicle supplied by Firm shall be on his account and shall not be charged to NMRC. In the event of a breakdown, the firm shall provide immediate replacement vehicle **(within Two hour)** of similar or better make. Alternate vehicles will be provided immediately **(within Two hour)** in case of break-down / accident etc.

2.2.23 A vehicle will be allowed only in condition when the odometer is sealed. If during the running of the vehicle it is found that the odometer is unsealed then forfeiture of hiring charges and a penalty as fixed by NMRC will be imposed.

2.2.24 The driver provided by the contractor should fulfill the following conditions:

- a) Should be in possession of valid driving license issued by RTO.
- b) Should not smoke; chew Pan / Pan masala / Tobacco while being on Duty.
- c) Should be conversant with the routes of all Government buildings and important roads within Delhi and NCR.
- d) Should not indulge in any activity inimical to security of the officers travelling in his car.

2.2.25 The contractor must also ensure that all the necessary documents (Registration Certificate, Insurance papers, PUC certificate etc.) are available with the driver deployed for duty for NMRC.

2.2.26 The liability of the NMRC will be limited to the hiring charges agreed in the contract. No additional terms & conditions over and above the conditions stipulated above shall be entertained by NMRC.

2.2.27 The Contractor will be responsible for compliance of all statutory provisions related to minimum Wages, etc, in respect of the drivers deployed by it. The Contractor will be fully responsible for payment of wages and other dues and compliance of all labour laws, welfare schemes applicable to the drivers deployed by them in the NMRC. They shall submit an affidavit for the same at the time of Contract signing.

2.2.28 While NMRC has a regular requirement for hiring vehicles, it shall have the right not to utilize the services at all at any time for any period without giving any notice. NMRC will also reserve the right to hire vehicles from any other provider of such services even during the period of contract.

2.2.29 In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by NMRC in that event and the Security Deposit in the form of Performance Bank Guarantee shall be forfeited.

2.2.30 The Bank Guarantee can be forfeited by order of the Competent Authority of NMRC in the event of any breach or negligence or non-observance of any terms / conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. During the contract period or even after expiry of the contract to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

2.2.31 For all disputes / differences / interpretation etc. whatsoever arising out of or relating to this

contract, meaning and operation or effect of this contract of the breach thereof, decision of the NMRC shall be final and binding on both parties.

2.2.32 Tenderer submitting a tender would be presumed to have read and fully understood all the terms and conditions and instructions contained in the tender documents and parts / annexure thereof. No enquiry, verbal or written, shall be entertained in respect of acceptance / rejection of the tender.

2.2.33 Terms of payment –

- a) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- b) All payments shall be made on monthly / daily basis as the case may be against the bill duly supported by duty slips to be signed by user(s) or concerned authorized officer/department of NMRC.
- c) NMRC shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties. Payments shall be made after deductions i.e. tax deduction at source (TDS).
- d) Duly signed bills in triplicate shall be submitted along with the daily log book / duly slips of Taxi / car's usage signed by the officer who used the vehicle. The car registration number along with the route no. should be mentioned on bill.

2.2.34 Inspection of the vehicles will be carried out from time to time by employees/officials of NMRC. Any violation of the terms and conditions during the inspection, as stipulated in section 2.2 of the RFP will attract suitable penalty from NMRC as deemed suitable.

2.2.35 For the vehicles to be provided to Special Security forces - PAC and all other vehicles to be provided to NMRC officials, all extra equipment such as search lights, blue beacon lights etc. will have to be installed by the contractor on their own expense and NMRC shall not be paying for the same.

2.2.36 Penalties ranging from INR 500 to INR 2000 per vehicle per incidence per day shall be levied by NMRC on any of the offences or violation of RFP terms and conditions such as Poor upkeep, maintenance, non-availability of accessories or any of the conditions prescribed for drivers not being met, Non-availability of replacement vehicle after breakdown under 2 hour, Delayed reporting by driver, Non-availability of driver and or vehicle etc.

2.2.37 The terms and conditions of this RFP as required by this tender document, for prospective bidders to qualify in the evaluation, shall be evaluated on either of the Firm's or Sole Proprietor's credentials.

2.2.38 Payment will be made within 45 days from the submission of correct bills with all enclosures in line with provisions applicable to MSME.

2.3 Obligation to Contractor

If any damages / loss / theft etc. occurs in the NMRC premise, shall be the sole responsibility of the contractor and necessary compensation shall be paid by the contractor to NMRC as per the actual cost assessed by NMRC.

The contractor shall indemnify and hold NMRC harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

Contractor shall ensure that its personnel shall not at any time, without the consent of NMRC, in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by NMRC and shall not disclose to any person information to the affairs of NMRC.

All necessary reports, records, registers and other information, under the Contract and all other Statutory Laws, shall be deposited by the contractor on demand by NMRC.

Any damage or loss caused by contractor's persons to the property & equipment's of NMRC Ltd. in whatever form may be recovered from the contractor. Contractor shall not be held responsible for the damages/sabotage caused to the property of NMRC due to the trade union / riots / mobs / armed dacoit activities or any other event of force majeure.

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

3. Section 3: Instructions to Bidders

3.1 General instructions

- a. A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a sub- contractor while submitting a bid individually or as a partner of a JV in the same bidding process. A tenderer, 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. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - i. A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the project;
 - ii. A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in sub paragraph above; or
 - iii. A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.

Cost of Bid Document / e-Tender processing Fee

- a. The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b. This tender document is available on the web site <http://etender.up.nic.in> or on NMRC website (www.nmrcnoida.com) to enable the tenderers to view, download the e-Bid document, and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e- Tender processing fee of as mentioned in **Data Sheet** through RTGS/NEFT only payable in 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.

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.

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.

Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the GM (Fin./HR/GA), NMRC **only before or during Pre-Bid Meeting** held at NMRC premises. The envelopes/ communication shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: RFP for Rate Contract for Hiring of Vehicles for NMRC"**. The responses will be posted to all such queries on the official Website www.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.
- c. A pre- submission meeting shall be called on the date mentioned in **Data Sheet** at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ e-Tendering website.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- e. However, NMRC shall not entertain any correspondence from the Bidders during the period of

e- Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Section 5.9 of this e-Bid document under Fraud and Corrupt Practices.

f. The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.

g. The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

Amendment of e-Bid Document

a. At any time prior to the deadline for submission of e-Bid, NMRC may, for any reason, whether at its own initiative 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> and NMRC's website www.nmrcnoida.com from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, NMRC shall not be responsible for it.

c. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, NMRC, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com.

3.2 Preparation and submission of Bids

3.2.1 Language of e-Bid

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

3.2.2 Documents constituting the e-Bid

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

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

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

b. Financial e-Bid -

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

3.2.10 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 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. 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.
- b. Misrepresentation/ improper response/non-responsiveness/delay in providing services or delay/failure in submission of the Bank Guarantee, Agreement or any other required document 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. No Bidders or its Technical Partners shall contact NMRC on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- c. Any effort by the Bidder or by its Technical Partners to influence NMRC in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

3.3 Earnest Money Deposit

3.3.1 Earnest money deposit (EMD)

- a. The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Bidders submitting bids for more than one package shall be required to submit EMD for each package as mentioned in **Data Sheet** for which bid is submitted.
- c. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- d. Unsuccessful Bidder's EMD will be returned within 45 days after conclusion or discharge of the tender.
- e. No interest will be paid by the Purchaser on the Earnest Money Deposit.
- f. 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.
- g. 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, misrepresentation/improper response/non-responsiveness/delay in providing services or delay/failure in submission of the Bank Guarantee, Agreement or any other required document 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.

b. NMRC will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Corporation. The notification may sent to 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. 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. The Bidder need not download and submit in hard copies of these documents. No Bidder shall contact NMRC on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing.

b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.

c. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Metro works and legal proceeding can also be initiated. EMD of such bidders will be forfeited.

3.4.6 Confidentiality

a. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NMRC in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.

b. NMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NMRC or as may be required by law or in connection with any legal process.

3.5 Award of Contract

3.5.1 Award Criteria

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

3.5.2 Notice of Award (NOA)

- a. Prior to the expiration of the period of e-Bid validity, NMRC will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- b. The successful bidder shall have to provide unconditional acceptance of the Notice of award of contract within 10 days from the date of issue of Notice of award. Bidder is required to submit Performance Bank Guarantee/Security Deposit within 30 days from the date of issue of Notice of award. Upon the receipt of the unconditional acceptance of Notice of award along with Performance Bank Guarantee / Security Deposit, a legally binding contract shall be deemed to have commenced between NMRC and successful bidder.

3.5.3 Signing of contract

At the same time as NMRC notifies the successful Bidder that its e-Bid has been accepted, the successful Bidder shall have to sign the Agreement with relevant document as mentioned in the RFP. The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed.

Upon acceptance of the Notice of award 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 date of the issue of Purchase order/ Notice of award 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 tenderer or tenderers.

4. Section 4: Eligibility, 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 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 and successfully 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. 2.73 Crores (Two Crore Seventy-three Lakh rupees only) or
 - ii. Two similar completed works each costing not less than the amount equal to Rs. 1.71 Crores (One Crore Seventy-One Lakh Rupees only) or
 - iii. Three similar completed works each costing not less than the amount equal to Rs. 1.36 Crores (One Crore Thirty-Six Lakh Rupees only)

Definition of Similar Works – Rate/General Contract for Hiring of Vehicles in any government organization/undertaking, PSU/any other Metro Organization and/or any reputed organization of national or international fame

- c. The Bidder should have minimum Average Annual Turnover of Rs. 2.73 Crores (Two Crore Ten Lakh rupees only) in the last 3 (Three) Audited Financial Years (2023-24, 2024-25, 2022-23) preceding the Bid Due Date.
- d. The bidder should have minimum net worth of Rs 68 Lakh (Sixty-Eight Lakh rupeesonly) in the last audited financial year ending on 31st March, 2025.
- e. Working Capital/Net Cash Flow (Current Assets minus Current Liabilities) should be at least Rs. 49 Lakhs (Fourty-Nine Lakh rupees only) in last audited financial year ending on 31st March, 2025.
- f. The Bidder should be registered with the Goods and Services Tax Authorities.
- g. The Bidder must have either the Registered Office or the functional Branch Office located within 25 KM from the shortest distance from NMRC Head-Office, Ganga Shopping Complex, Sector – 29, Noida, Uttar Pradesh – 201301.
- h. 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. Further, any bidder who, in the past, was declared as a successful bidder in NMRC but failed to commence the work for whatsoever reason shall also be debarred from participating in the current/future tenders for a period of 1 year from the date of discharge of tender/date of cancellation of NOA/annulment of award of contract as the case may be.
- i. Profit before tax should be positive in at least 2 (two) years; out of the last 5 (Five) audited financial years ending on 31st March, 2026.
- j. In the case of Sole Proprietorship- The financial credentials shall be evaluated on either of the Firm's or the Sole Proprietor's credentials.

- k. Bidder is required to submit the self-attested copy of RFP.

4.1.1 The Bidder shall also furnish the following documentary proof:

- a. For above criteria 4.1a
 - i. Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc. (Affidavit in case of sole proprietor).

- i. Articles of Association and Memorandum of Association (if applicable).
 - ii. Self-attested PAN certificate as per legal entity.
- b. For above criteria 4.1b
 - i. Form 4: Work Experience with documentary evidence such as work order and work completion certificate as mentioned in form 4. Bidders are required to enclose copies of the work orders and work completion certificate in support of the same with the Technical-Bid. Work completion certificate should clearly indicate the nature/scope of work, actual completion cost and actual date of completion for such work. Without proper and valid certificates from the Employers, bid will be rejected.
- c. For above criteria 4.1c,d,e,i
 - i. Form 5: Financial Capability Details
 - ii. A copy of the audited balance sheets and Profit and Loss Statements for the last 5 (Five) financial years ending on 31st March, 2025.
 - iii. Self-attested copy of the last 3 (three) financial years ITR ending on 31st March, 2025.
- d. For above criteria 4.1f
 - i. Self-attested Copy of GST registration certificate
- e. For above criteria 4.1h
 - i. Form7: Undertaking
- f. Copy of Registration Certificates of minimum ~~15~~ **25** vehicles of similar make as per price schedule duly registered in the Delhi **NCR** and/or UP and vehicles should not be older than 05 years for the respective category ~~and variant of vehicles for the jurisdiction of UP.~~ **All 25 RCs must be issued after 01.01.2021. Out of said 25 vehicle RCs, the bidder must have 4 RCs for buses in the name of bidder in case owned or the bidder should have executed MOU/Agreement regarding in case the buses are taken on lease/hire basis.** Vehicles may run on any of the following fuels – Petrol, Diesel, CNG, hybrid and/or battery operated.
- g. List of Drivers **with valid Driving License, EPF member ID** currently employed by the Contractor.
- h. ~~EPFO & ESIC registration Certificate of the firm.~~ **EPFO & ESIC registration certificate of bidder is mandatory. Relevant EPF and ESIC payment challans of least 25 drivers for the period of 2 years in last 5 financial years i.e 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26 must be provided.**
- i. ~~Valid CLRA License, if employing more than 20 workers. (Deleted)~~

4.2 Information of the Technical and Financial Proposal

- a. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- b. The Bidder satisfying the criteria under 4.1 shall be considered as technically qualified.
- c. The financial proposal of only qualified Bidders shall be opened for evaluation.
- d. The Bidder with the lowest quoted price in the financial quote (**L1 bidder**) shall be selected for the award of contract.

4.3 Selection of Bidder

- a. NMRC shall award the Rate Contract for Hiring of Vehicles for NMRC to the Lowest Tenderer (L1 bidder), whose tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents.

NMRC has mentioned rates for each of the category of vehicles for each usage frequency namely SCHEDULE (A) for per day usage vehicles, SCHEDULE (B) for 25/26 days usage vehicles and SCHEDULE (C) for 30/31 days as above. Accordingly, Bidders may quote a single uniform percentage (%) above/below/at par in the BOQ on the rates mentioned in the price schedule. Quoted percentage shall be restricted to the two places after the decimal. This single percentage shall be applicable across all categories of vehicles and for all types of usage frequencies mentioned in the price schedule. NMRC will evaluate the lowest bidder in overall category, i.e., SCHEDULE (A), SCHEDULE (B) & SCHEDULE (C). The overall contract shall be awarded to the bidder whose overall percentage % of rates in BOQ is lowest. Notwithstanding the same, the overall percentage % rates quoted by the bidders in the BOQs, shall be deemed to be final in all categories of vehicles and the contractor shall be ready to supply those category of vehicles (as mentioned in Price schedule), as and when desired by NMRC, at the rates filled by them in the BOQs as well.

- b. In case, two or more technically qualified bidders quoted percentage % comes to be same 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 Audited Financial Statement during the last 5 Audited Financial years ending on 31st March 2025. Experience certificate / work completion certificate on client's letter head is mandatory to ascertain the nature, period and value of work which shall be required to be uploaded by the bidder by the last date of tender submission.
- c. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.

4.4 Notice of Award and Execution of Contract Agreement

- a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- b. The 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.
- c. No correspondence will be entertained by NMRC from the unsuccessful bidders.
- d. The Selected Bidder shall, within 10 (ten) days of the date of issue of NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof. 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, the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage as decided by NMRC on account of failure of the Selected Bidder to acknowledge the NOA. The bidder also has to submit Performance Bank Guarantee / Security Deposit within 30 days from the date of issue of Purchase order/Notice of award.
- e. The Successful Bidder shall execute the Contract Agreement within 45 days from the issue of NOA or such extended period as may be decided by the Corporation.
- f. 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.
- g. **The Purchaser reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful tenderer. The bidder is bound to accept the increase or decrease in the tendered quantity up to 25% under this clause without any change in unit price.**

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

4.5 Performance Bank Guarantee / Security Deposit

- a. To fulfill the requirement of performance bank guarantee (PBG) during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit 5% of the Contract Price in the form of a Bank Guarantee or NEFT/RTGS issued by a scheduled bank in favor of Noida Metro Rail Corporation Ltd. The Performance Bank Guarantee shall be valid for the entire period of the contract, including any extensions, amendments or 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 expiry of the PBG, during which NMRC shall be entitled to invoke the same.
- b. The performance guarantee shall be extended or renewed in advance before expiry of existing guarantee. Failure to submit the PBG within 30 days from the date of issue of Purchase order/ NOA, a penal interest of 15% per annum shall be charged for the period, i.e., from date of issue of NOA to the date of submission of PBG. GST will be charged extra on the above amount of interest to be borne by the bidder. The penal interest shall be charged for the entire period from the date of issue of NOA & on the balance amount remaining unpaid as per the NOA. In case Contractor fails to submit the PBG beyond 30 days from the date of issue of Purchase order/ NOA, the contract shall be annulled duly forfeiting Tender security and other dues. In case of any extension is sought for submission of PBG, extension will be given only after approval from NMRC.
- c. The Performance Bank Guarantee shall be issued by the scheduled bank. It shall be ensured by the bidder that in case of encashment of Performance Bank Guarantee, the Performance Bank Guarantee can be encashed by the bank branch located in Delhi/Delhi NCR, Noida or Greater Noida Region.
- d. 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.
- e. 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.
- f. NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for –
 - (i) Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.

- (ii) 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.
 - (iii) 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.
 - (iv) Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- g. 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.

4.6 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 agency is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- d. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:

GM/GA

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

District: Gautam Budh Nagar, Uttar Pradesh

Email: nmrchqstore@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.

4.7 Financial Terms

The standard payment terms subject to recoveries, if any by way of Liquidated damages (LD) will be as under:

Payment Terms

- a. 100% Payment will be made after-
 - i. Satisfactory completion of work as mentioned in Section 2.2 (Scope of work).
 - ii. Acceptance/Receiving to the same effect by concerned NMRC employees.
 - iii. Submission of delivery Challan, e-way bills and acceptance certificates at NMRC HQ to the concerned.
 - iv. Copies of bills in duplicate.

- b.** No Payment shall be made in advance.
- c.** No payment shall be made for the items rejected.
- d.** Payment will be effected based on accepted rates as approved in the Tender on monthly basis.
- e.** Tax is deductible at source while effecting payment of bills at the prescribed percentage as per the orders of the government and relevant laws.
- f.** Quote PAN and GST on all correspondence, bills, voucher and other documents otherwise TDS at higher of the prescribed rate will be deducted.
- g.** The Contractor shall preferably be made the payment of the Contract fee and other dues to NMRC by E- Mode i.e. RTGS/NEFT for credit of the designated account of the Contractor. Payments shall be made on receipt of the bill complete and correct in all respect along with the supporting documents subject to deduction of statutory charges/ taxes/ duties/ levies etc.
- h.** 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.
- i.** Statutory Deductions will be made from payment as per prevalent laws and act.
- j.** If the contractor fails to submit the completed bills of a particular month even after lapse of 2 subsequent months, then necessary action for termination of the contract shall be initiated.
- k.** Any delay beyond 30 days will attract penalty of Rs. 5000/- per day, not exceeding 10% of the contract value.
- l.** The payment will be made within 45 days from the submission of correct bill with all enclosures in line with provision applicable to MSME.

4.7.1 Liquidated Damages:

If the contractor fails to deliver any or all of the Goods/Services within the original/fixed period(s) as specified in the RFP, the NMRC will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value per week or part of the week of delayed period as pre estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

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

These conditions shall be part of the contract agreement.

5.1 General Provisions

5.1.1 Governing law and jurisdiction

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

5.1.2 Notices

Any notice, request or consent required or permitted to be given or made pursuant to these general conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.

5.1.3 Authorized Representatives

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

5.1.4 Taxes and Duties

- a. The Agency shall bear and pay all taxes, duties, levies and charges assessed on the Agency, its Sub Agencies or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India, the amount of which is deemed to have been included in the Contract Price.
- b. The Agency 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.

5.2 Commencement, Completion, Modification and Termination of Contract

a. Effectiveness of Contract

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

b. Commencement of Services

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

c. Expiration of Contract

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

d. Modifications or Variations

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

e. **Force Majeure**

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

f. **Termination of Contract**

If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in Accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good. Such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable.

The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,

a. fails to comply with a notice under this clause.

b. abandons or repudiates the Contract

c. without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with The Contract

d. Sub-contracts the whole of the Works or assigns the Contract without approval of the Employer

e. becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of Amalgamation or reconstruction

f. persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or

g. fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress; or

h. fails to remove materials from the Site, or pull down and replace Work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or

i. fails to take steps to employ competent and/or additional staff and labour, or

j. fails to afford the Engineer or his Representative proper facilities for inspecting the Works or any part thereof, or

k. indulges in corrupt or fraudulent practices as explained in Clause 5.9

In any one of these events or circumstances, the Employer may upon giving 14 days' notice to the Contractor, Terminate the Contract and expel the Contractor from the Site. However, in case of sub-paragraph (e) or (k), the Employer may by notice of 7 days to the Contractor, terminate the Contract immediately.

(i) If the Agency fails to deliver the items within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to his other rights. The total amount of liquidated damages, however, not exceed the limit of liquidated damages - 10%, after which contract will be deemed as cancelled & PBG will be encashed by the Purchaser.

The Employer's decision to terminate the contract shall not prejudice any other rights of the employer under the contract.

On Termination of contract due to Contractor's default, the performance Security shall be forfeited by encashing the Bank Guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.

Upon Termination of this Agreement for any reason whatsoever

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

5.3 Insolvency and Breach of Contract

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

- a. If the Agency being an individual or a firm - Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b. If the Agency being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- c. If the Agency commits any breach of the contract not herein specifically provided for
- d. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Agency shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Agency shall, under no circumstances, be entitled to any gain on re purchase.

5.4 Warranty

- a. The Bidder shall give warranty that the goods 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.
- b. 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 item's 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.
- c. 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.

5.5 Inspection

- a. The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications as required.

5.6 Obligations of the Agency

- a. The Agency/Bidder shall undertake Installation of Supply of Tools and Consumables with due care and diligence in accordance with the Contract.
- b. Engagement of Staff and Labour- Except as otherwise stated in the Specification, the Agency shall ensure/ make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, transport, etc.

5.7 Packaging

- a. The Agency shall be responsible for packing, transporting, receiving, storing and protecting all items and other things required for the Works.

5.8 Obligations of Corporation

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

5.9 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract Agreement, NMRC may reject a Bid, withdraw the NOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Agency, as the case may be, if it determines that the Bidder or Agency, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMRC shall be entitled to forfeit & appropriate Bid Security or Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under Bidding Documents and/ or Contract Agreement, or otherwise.
- b. Without prejudice to the rights of NMRC under Clause 5.9a hereinabove and the rights and remedies which NMRC may have under the NOA or the Contract Agreement, or otherwise if a Bidder or Agency, as the case may be, is found by NMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Contract Agreement, such Bidder or Agency shall not be eligible to participate in any tender or RFP issued by NMRC during a period of 3 (three) years from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
 - i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - iii. "collusive practices" means a scheme or arrangement between the Agency, with or without the knowledge of the authority, designed to establish prices at artificial, non-competitive levels;
 - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

d. Measures to be taken:

- i. The Corporation shall have right to cancel the engagement of the Agency, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

5.10 Settlement of Disputes

5.10.1. Amicable Settlement

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

5.10.2. Arbitration

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

5.10.3. Jurisdiction

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

5.10.4. Cost

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

6 Section 6: Draft Contract Agreement

THIS AGREEMENT made on theday of2026 at Noida, District Gautam Budh Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India** represented byof the company, by virtue of his designation and authorization by **Managing Director, NMRC** (hereinafter called as the "Corporation"), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

..... Having its registered office 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 Corporation desires that the Works/ Services known as the "....." should be executed by the Contractor, and has accepted a contract by the Contractor for the execution and completion of these Works.

The Corporation and the Contractor agree as follows:

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

Reference:

- (i) Tender No. Dated
- (ii) Bid Documents duly accepted and submitted by dated
- (iii) The Bidding Documents which include all the Sections specified below:
 - a. Section 1: General Information
 - b. Section 2: Terms of Reference
 - c. Section 3: Instructions to Bidders
 - d. Section 4: Eligibility, Evaluation and Selection Process
 - e. Section 5: General Conditions of Contract (GCC)
 - f. Section 6: Draft Contract Agreement
 - g. Section 7: Forms
 - h. Amendment/ Modification, if any
- (iv) Notice of Award (.....) issued by NMRC
- (v) Letter of Acceptance of NOA (.....) given byto 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 12 Months, which may be extended for a further period of 24 (Twenty-Four) months, in 1+1 year mode (thus total years = 3 years in total), after reviewing the performance of the Contractor and depending upon the requirement and administrative convenience of NMRC in mutual agreement with the Bidder.

4. Price Schedule

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

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

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

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

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

Name of the official

Name of the official

Stamp/Seal of the Contractor Stamp/Seal of the Corporation

In the presence of:

In the presence of:

Sign of Witness 1_____

Sign of Witness 1_____

Name_____

Name_____

Address_____

Address_____

Sign of Witness 2_____

Sign of Witness 2_____

Name_____

Name_____

Address_____

Address_____

7 Section 7: Forms

Form 1: Letter of Proposal Submission

[Location, Date]

To

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

Subject: Rate Contract for Hiring of Vehicles for NMRC

Dear Sir,

We, the undersigned, offer to Rate Contract for Hiring of Vehicles for NMRC in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. 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.

We confirm and declare that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount.

We have filled the complete information correctly in **Form 15**: Bid Details

Authorized signatory

Name:

Date:

Name of the Bidder with seal

Form 2: Firm Details

1.	Title and name of the Project: Rate Contract for Hiring of Vehicles for 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.	PAN (Attach documentary evidence)			
5.	GST No. (Attach documentary evidence)			
6.	EPF/ESIC No. (Attach documentary evidence)			

Form3: Capability Statement

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

Tender Reference No: _____

Name of Work: _____

Name of Bidder: _____

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)
1	Sole proprietorship, registered partnership firm (including LLP), public limited company, private limited company or any of the above can submit the Bid. The firms and the companies should be registered in India.	
2	The Bidder should have a minimum experience of having satisfactorily completed similar works during last 7 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. 2.73 Crores (Two Crore Seventy-Three Lakh rupees only) or ii. Two similar completed works each costing not less than the amount equal to Rs. 1.71 Crores (One Crore Seventy-One Lakh Rupees only) or iii. Three similar completed works each costing not less than the amount equal to Rs. 1.36 Crores (One Crore Thirty-Six Lakh Rupees only)	7 years

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)		
3	The Bidder should have minimum Average Annual Turnover of Rs. Rs. 2.73 Crores (Two Crore Seventy-three Lakh rupees only) in the last 3 (Three) Audited Financial Years (2023-24, 2024-25, 2025-26) preceding the Bid Due Date.	-Deleted-		
		FY 2022-23		
		FY 2023-24		
		FY 2024-25		
		Average		
4	The Bidder should have minimum Net Worth of Rs 68 Lakh (Rs. Sixty-Eight Lakh only) in the last audited financial year ending on 31st March, 2026.	FY 2025-26		
5	The Bidder should have Positive Profit before Tax in at least 2 (two) years, out of the last 5 (Five) Audited Financial Years ending on 31 st March, 2026.	FY 2020-21		
		FY 2021-22		
		FY 2022-23		
		FY 2023-24		
		FY 2024-25		
6	The Bidder should be registered with the Goods and Services Tax Authorities.			
7	The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfilment of Contractual obligation in last 5 (five) financial years.			
8	The bidder should have minimum working capital (Current Assets minus Current Liabilities) of Rs. 49 Lakhs (Fourty-Nine Lakh only) in last audited financial year ending on 31 st March, 2025.	FY 2024-25		

Form 4: Work Experience

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

S.N o.	Similar Contract description	Contract Identification Number	Award date & 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									
Add required number of rows									

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) which clearly mentioned the amount for the "Rate Contract for Hiring of Vehicles for NMRC".
- The tenderer shall upload details of work executed by them in the prescribed format for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof will not be evaluated.
- 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.
- 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 tenderer in support of work experience along-with their tender submissions.

Form 5: Financial Capability Details

This is to certify that the Average Annual Turnover, Net Worth, Working Capital and Profitability of
M/s

..... having
registered office at
....., as applicable, is as below:

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

S.No.	Financial Year	Name of Bidder	Net Worth (₹)
1	2025-26		

S.No.	Financial Year	Name of Bidder	Profitability (₹)
1.	2020-21		
2.	2021-22		
3.	2022-23		
4.	2023-24		
5.	2024-25		

S.No.	Financial Year	Name of Bidder	Working Capability/Liquidity (₹)
1	2024-25		

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____ (Name of Bidder), we M/s _____, Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY 2020-21, 2021-22, 2022-23, 2023-24 and FY 2024-25 is correct.

**Signature and Seal of
Chartered Accountants/Statutory Auditors**

UDIN:

Date:

Place:

FRN.:

Membership no.:

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.

Form 6: Memorandum

Name of Work: Rate Contract for Hiring of Vehicles for 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 any 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

Note: To be signed by the Bidder

Form 7: Undertaking

Name of Work: Rate Contract for Hiring of Vehicles for NMRC

I confirm that We (Tenderer), _____

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

Authorized signatory

Name:

Date:

Name of the Bidder with seal

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

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

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

Signed by the within named

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

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.
(Signature)
Name

Designation.....

2.
(Signature)
Name

Designation.....

Notes:

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

Form 9: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

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

Dear Sir,

We hereby confirm that we (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (Insert individual's name) will act as our and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**Please strike out whichever is not applicable*

Form 10: Saleable Form for Tender Document

Job No.

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

DETAILS OF 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

Form 11: Declaration of Refund of Earnest Money

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

[illegible]

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

Date:

Signature with Stamp/Seal

Form 12: Performa for Clarifications / Amendments on the RFP

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

Authorized signatory

Name:

Date:

Name of the Bidder with seal

Form 13: Bid Offer/ BOQ (Format)

To

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

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

Sub: Rate Contract for Hiring of Vehicles for NMRC

Dear Sir,

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

I/we hereby quote the following Total price for services in rupees for providing **Rate Contract for Hiring of Vehicles for NMRC** payable by NMRC.

Price Schedule

Noida Metro Rail Corporation Limited

Tender Inviting Authority: Noida Metro Rail Corporation (NMRC) Limited

Name of Work: Rate Contract for Hiring of Vehicles for NMRC

PRICE SCHEDULE

Schedule A: Details of Non-AC vehicles to be whenever required by NMRC on per day basis							
S.No.	Type of vehicles	Hours	Per day rate as per current market rates		Extra Charges		
			80 km	200 km	Extra Km	Extra Hours	AC Usage
1	4+ 1 Seater Swift, Ritz, Wagon R, Eeco or same category car	12	2292	2802	14	64	64
		24	2802	3183	14	64	64
2	6+1 Seater Bolero, Eeco, Ertiga or same category car	12	2802	3056	18	64	76
		24	3183	3311	18	64	76
3	6+1 Seater Innova Crysta, Scorpio, SUV/XUV, or same category car	12	4840	6050	22	121	121
		24	5170	6710	22	121	121
4	18-32 Seater Mini bus	12	7641	8278	36	102	145
		24	8278	8913	36	102	145

RFP for Rate Contract for Hiring of Vehicles for NMRC

5	Bus above 32 Seater	12	11500	14700	60	700	450
		24	15500	18600	60	700	450

Schedule B: Details of Non-AC vehicles to be required for NMRC Corridor for 25/26 days											
S.No.	Type of vehicles	Hours	Monthly rate as per current market rates						Extra Charges		
			1500 km	2000 km	2200 km	3000 km	5000 km	6000 km	Extra Km	Extra Hours	AC Usage
1	4+ 1 Seater Swift, Ritz, Wagon R, Eeco or same category car	12	50936	52209	53482	56030	1,06,965	110000	14	64	64
		24	59849	62396	63669	64943	1,19,698	125000	14	64	64
2	6+1 Seater Bolero, Eeco, Ertiga or same category car	12	64943	66217	68763	70036	1,17,152	125000	18	64	76
		24	73856	75130	76404	78950	1,26,065	138600	18	64	76
3	6+1 Seater Innova Crysta, Scorpio, SUV/XUV, or same category car	12	90750	101640	105270	114400	1,26,065	150600	22	121	121
		24	93500	106700	109450	118800	1,38,799	162800	25	121	121
4	18-32 Seater Tempo Traveller/Mini bus or same category	12	86591	87864	90410	94230	1,88,716	173600	36	102	143
		24	94230	96778	100597	103145	2,06,289	205000	36	102	143
5	Bus above 32 Seater	12	145000	155000	158000	175000	2,25,000	262000	60	700	450
		24	160000	170000	182000	220000	260000	300000	60	700	450

Schedule C: Details of Non-AC vehicles to be required for NMRC Corridor for 30/31 days											
S.No.	Type of vehicles	Hours	Monthly rate as per current market rates						Extra Charges		
			1500 km	2000 km	2200 km	3000 km	5000 km	7000 km	Extra Km	Extra Hours	AC Usage
1	4+ 1 Seater Swift, Ritz, Wagon R, Eeco or same category car	12	52209	53482	54756	57302	108238	115000	14	64	64
		24	61123	63669	64943	66217	120972	128000	14	64	64
2	6+1 Seater Bolero, Eeco, Ertiga or same category car	12	66217	67489	70036	71310	118425	130000	18	64	76
		24	75130	76404	77677	80223	127339	142000	18	64	76
3	6+1 Seater Innova Crysta, Scorpio, SUV/XUV, or same category car	12	93170	101640	107690	117370	127339	155000	22	121	121
		24	95700	108900	111320	121000	140073	170000	25	121	121
4	18-32 Seater Tempo Traveller/Mini bus or same category	12	87864	89137	91684	94230	191772	175000	36	102	143
		24	95504	98051	101871	103145	210109	208000	36	102	143
5	Bus above 32 Seater	12	150000	158000	162000	180000	228000	270000	60	700	450
		24	164000	178000	188000	225000	266000	305000	60	700	450

Sl. No.	Item Description	Units	RATE of Percentage of To be entered by the Bidder in %
1.00	Percentage against Rate Contract for Hiring of Vehicles for NMRC (Above/Below/At Par in %) (Percentage will be applicable uniformly on all the Rates mentioned in the Price Schedule namely Schedule A, Schedule B & Schedule C) (Quoted percentage shall be restricted to the two place after the decimal.)	Percentage	
2.00	Note: 1) Bidders are requested to use “+ (plus) or – (minus)” symbols prior to the percentage for quoting above & below. For example, bidders who want to quote percentage above the rates mentioned in the RFP may use “+” & bidders who want to quote percentage below the rates mentioned in the RFP may use “-”. 2) No symbol used by the bidders prior to the percentage quote shall be considered as percentage quote above the rates mentioned in the RFP. 3) Only number is to be typed by bidders in ‘M13’ cell of the BOQ i.e., “Rate of Percentage to be entered by the Bidder in %”, percentage symbol is not to be used along with number.		

Note: 1) The above rates are in INR exclusive of GST, State Tax, Toll Tax, and State Entry Tax.

2) The rates for each of the category of vehicles for each usage frequency namely SCHEDULE (A) for per day usage vehicles, SCHEDULE (B) for 25/26 days usage vehicles and SCHEDULE (C) for 30/31 days are mentioned as above.

Price Schedule for Rate Contract for Hiring of Vehicles for NMRC.

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

Note:

1. The rates as mentioned in the price schedule are in INR exclusive of GST, State Tax, Toll Tax, and State Entry Tax.
2. The rates for each of the category of vehicles for each usage frequency namely SCHEDULE (A) for per day usage vehicles, SCHEDULE (B) for 25/26 days usage vehicles and SCHEDULE (C) for 30/31 days are mentioned as in the price schedule.
3. The rates are inclusive of all charges including fuel, insurance charges, vehicle cleaning charges, service and maintenance charges, driver salary etc., which is to be borne by the bidders.
4. All taxes, challans are to be borne by the bidders.
5. Accordingly, Bidders may quote a single uniform percentage (%) above/below/at par on the rates as mentioned in the price schedule in the BOQ.
6. Quoted percentage in BOQ shall be restricted to the two places after the decimal. This single percentage shall be applicable across all categories of vehicles and for all types of usage frequencies mentioned in the price schedule.
7. The overall contract shall be awarded to the bidder whose overall percentage % of bids/rates for overall BOQ is lowest.
8. Notwithstanding the same, the overall percentage % rates quoted by the bidders in the BOQs, shall be deemed to be final in all categories of vehicles and the contractor shall be ready to supply those category of vehicles (as mentioned in Price schedule), as and when desired by NMRC, at the rates filled by them in the BOQs as well.
9. The Amount Arrived at from Quoted Rate for overall items along with Miscellaneous Charges 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.
10. The total payment due to contractor shall be exclusive of all taxes, Tender Requirements, Statutory Contributions, etc.
11. The GST will be reimbursed based on the invoice of GST paid to the concerned authority by the contractor.
12. 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, labor, supervision, materials, including all leads, lifts, ascents, descants, crossing of Rly. tracks and any other obstructions etc. unloading, loading, handling, re-handling, taxes (excluding GST, State Tax, Toll Tax, and State Entry Tax), royalty and compensation etc. all temporary works, erection, maintenance, contractor's profit and establishment/ over heads, together with all general risks, insurance liabilities and obligations set out or implied in the contract.
13. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document.

- 14.** Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

Form 14: Performa 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. This Guarantee is valid till..... (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of contract period as stated in Clause 4.4 of the "General Conditions of Contract").
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 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.

Form 15: Bid Details

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

S.No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form 3: Capability Statement		
6	Form 4: Work Experience with documentary evidence such as work order and work completion certificate as mentioned in form 4		
7	Form 5: Financial Capability Details		
8	Form 6: Memorandum		
9	Form 7: Undertaking		
10	Form 8: Power of Attorney (Along with Board Resolution)		
11	Form 9: Statement of Legal Capacity		
12	Form 10: Saleable form for Tender Document		
13	Form 11: Declaration of Refund of Earnest Money		
14	Form 12: Performa for Clarifications / Amendments on the RFP		
15	Form 13: Bid offer/BOQ Format		
16	Form 14: Performa of performance security/Bank Guarantee by Bank		
17	Form 15: Bid Details		
18	Registration certificate of the firm/ Partnership deed/certificate of incorporation, etc. (Affidavit in case of sole proprietor)		
19	A copy of the Audited balance sheets and Profit and Loss Statements for the last 5 (Five) financial years ending on 31st March, 2025, i.e., for FY 2020-21, 2021-22, 2022-23, FY 2023-24, FY 2024-25 with UDIN number (mandatory) mentioned on them.		
20	Self-attested copy of – 1) PAN 2) ITR of last 3 (Three) Financial years ending on 31st March, 2025, i.e., for FY 2022-23, FY 2023-24, FY 2024-25. 3) GST RC		
21	MoA & AoA in case of Companies		
22	Self-attested copy of RFP		
23	Proof of Registered Office or the functional Branch Office Located in Delhi NCR.		
24	List of drivers currently employed by the firm		
25	Self-attested copy of RFP		
26	EPFO & ESIC registration Certificate of the firm.		
27	Copy of Registration Certificates of minimum 15 vehicles of similar make as per price schedule duly registered in the state of Uttar Pradesh		
28	Any other document asked by the Purchaser if submitted, specify the documents Or Any other document which the Tenderer considers relevant		