

NOIDA METRO RAIL CORPORATION LIMITED

(A Joint Venture of Govt. of India and Govt. of Uttar Pradesh)

REQUEST FOR PROPOSAL (RFP)

FOR

“Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location”

(Open E- Tender no. : NMRC/AFC/AG/2026/009)

Noida Metro Rail Corporation Limited

Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,
Noida – 201301, District Gautam Budh Nagar,
Uttar Pradesh

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Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary form, by or on behalf of Noida Metro Rail Corporation Limited (hereinafter “NMRC” or “the Corporation”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by NMRC to any party other than the entities who are qualified to submit their Bids. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting their Bids pursuant to this RFP.

This RFP includes statements which reflect various assumptions and assessments arrived at by NMRC in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for NMRC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder.

NMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP.

NMRC reserves the right to reject any or all Bids or annul the bidding process at any stage without assigning any reason whatsoever and without incurring any liability to the affected Bidder(s).

The issue of this RFP does not imply that NMRC is bound to select a Bidder or to appoint the Selected Bidder for the Work, and NMRC reserves the right to reject all or any of the Bids without assigning any reason whatsoever.

Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location

Data Sheet

Noida Metro Rail Corporation Ltd. invites online Bids under the Single stage two-Packet system (i.e. Technical Bid and Financial Bid) through an Open E- Tender for Services published on the UP e-Tender Portal, <https://etender.up.nic.in>, from eligible applicants who fulfil the qualification criteria stipulated in this RFP, for “Repair and Maintenance of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location”.

S. No.	Particulars	Details
1	NMRC Tender Reference Number	NMRC/AFC/AG/2026/009
2	Name of the Work	“Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location”
3	Mode of Tender	Open Tender on the UP e-Tender Portal, https://etender.up.nic.in
4	Approximate Cost of Work	Rs. 2,09,29,896/- (Including GST) (Rupees Two Crore Nine Lakhs Twenty Nine Thousand Eight Hundred Ninety Six Inly).
5	Time-period of Contract	03 (Three) Months for completion of repair works from the date of acceptance of Notice of Award (NOA), and 12 (Twelve) Months Warranty from the date of issuance of Acceptance Certificate by NMRC.
6	Method of Selection	Cost Based Selection (Lowest – L1), on total value basis
7	Bid Processing Fee / Tender Fee	Rs. 23,600/- (Rupees Twenty-Three Thousand Six Hundred Only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
8	Earnest Money Deposit (EMD)	₹ 2.10 Lakh (Rupees Two Lakh Ten Thousand Only), to be furnished through RTGS/NEFT: Account details For 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.
9	System of Tendering	Single stage Two Packet/Bid System (Technical bid and financial bid to be submitted together on UP e-Tender portal.)
10	Name of the Employer’s official for addressing queries and clarifications	Jt. General Manager/AFC-Tele Noida Metro Rail Corporation Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida – 201301 Email: nmrc.afc@gmail.com, jgmafc_tel@nmrcnoida.com Website: www.nmrcnoida.com
11	Bid Validity Period	180 days from the date of opening of the Bid

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S. No.	Particulars	Details
12	Bid Language	English
13	Bid Currency	INR
Schedule of Bidding Process		
14	Task	Key Dates
15	Uploading of Bid	18-08-2026
16	Last date of receipt of Pre-bid queries	21-08-2026 Up to 14:00 Hrs.
17	Pre-bid Meeting	21-08-2026 at 11:30 Hrs. (NMRC HQ)
18	Last date of issuing amendment, if any	25-08-2026
19	Last Date of Bid Submission	28-08-2026 Up to 15:00 Hrs.
20	Date of Technical Bid Opening	28-08-2026 at 15:30 Hrs.
21	Consortium / JV to be allowed	No
22	Performance Security	10% of the Contract Value, to be furnished as Performance Bank Guarantee through a Bank located at Delhi NCR. The Performance Bank Guarantee would be required to be submitted to NMRC.

Note on Exemptions:

Exemption from the Earnest Money Deposit (EMD) shall be available to those Bidder under this Bid, who fall under the category of Micro and Small Enterprises recognised by the Department for Promotion of Industry and Internal Trade (DPIIT). Those Bidder (not covered under MSME and Small Enterprise) shall furnish the EMD in full, in one of the modes specified in the Data Sheet, on or before the last date and time of Bid submission. A Bid not secured by the EMD shall be treated as non-responsive and shall be rejected without further evaluation. No further clarification shall be sought on the above.

Section 1: General Information

1.1 Background

Noida Metro Rail Corporation Limited (NMRC) is a Joint Venture Company of the Government of India and the Government of Uttar Pradesh, incorporated under the Companies Act, and is entrusted with the construction, operation and maintenance of the Metro Rail system in Noida and Greater Noida. NMRC is presently operating the Aqua Line corridor comprising 21 (Twenty-One) stations along with a Depot at Greater Noida.

The Automatic Fare Collection (AFC) System of NMRC comprises AFC Gates, Ticket Office Machines (TOM), Excess Fare Office (EFO) equipment, Ticket Readers, Station Computers, Ticket Vending Machines (TVM) and associated networking equipment, integrated with a Central Computer System established at the NMRC Depot, Greater Noida.

The AFC Gates installed across the NMRC network have been in continuous revenue service and a number of gates and their sub-assemblies now require comprehensive repair, refurbishment, replacement of defective sub-assemblies and restoration to full operational health, so as to ensure uninterrupted fare collection and passenger throughput. Accordingly, NMRC intends to engage a competent agency for the “Repair and Maintenance of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location” through this RFP.

1.2 About Locations

The AFC Gates covered under the scope of this RFP are installed at the 21 (Twenty-One) operational stations of the Aqua Line and at the Central Location, i.e. NMRC Depot, Greater Noida. The station-wise and central-location-wise details of the AFC Gates are given at Annexure-A of this RFP.

1.3 Communication

All communication in respect of this RFP shall be addressed to:

Jt. General Manager/AFC-Tele

Noida Metro Rail Corporation Limited

Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida – 201301

District Gautam Budh Nagar, Uttar Pradesh

Email: nmrc.afc@gmail.com, jgmafc_tel@nmrcnoida.com

Section 2: Terms of Reference

2.1 Objective

The work consists of “**Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location**”. The work shall be carried out in accordance with the Terms of Reference, the Employer’s Requirements and other requirements of the Contract, and shall be executed to the highest standards available. The Bidder shall carry out its own self-assessment in respect of its capacity in terms of the Employer’s requirements, machinery, spares, tools, manpower and finance to carry out the work to the satisfaction of the Employer.

2.2 Tenure

The term of the Contract shall be 03 (Three) Months for completion of the entire repair and maintenance work from the date of acceptance of the Notice of Award (NOA), followed by a Warranty / Defect Liability Period of 12 (Twelve) Months from the date of issuance of the Acceptance Certificate by NMRC, unless otherwise terminated by the Parties in accordance with the terms of the Contract.

The completion period may be relaxed only on genuine grounds as mutually agreed with NMRC, for which prior written approval is to be obtained from NMRC in advance.

2.3 Introduction to the System

2.3.1 The AFC System has been deployed across 21 (Twenty-One) stations and the NMRC Depot of the Aqua Line network. The AFC Gates installed at the stations and at the Central Location (NMRC Depot, Greater Noida) form the subject matter of this Contract.

2.3.2 The Central Computer System for the AFC System has been established at the NMRC Depot, Greater Noida, which facilitates centralised monitoring, control and management of AFC operations across the network. The AFC Gates are integrated with the Station Computers and the Central Computer System through the AFC network.

2.3.3 The detail of the AFC Gates to be covered under this Contract is mentioned in **Annexure-A** of this RFP.

2.3.4 The quantities indicated in Annexure-A are indicative. The Bidder is required to carry out a joint physical survey of all the AFC Gates at NMRC stations and the Central Location before submission of its Bid, or immediately after the award of contract as directed by NMRC, to fully ascertain the actual condition, make, model and sub-assembly details of the existing AFC Gates. No claim on account of lack of such survey shall be entertained.

2.4 Scope of Work

2.4.1 General

The Contractor shall undertake the repair, refurbishment, restoration and maintenance of the AFC Gates installed at all NMRC stations and at the Central Location, as under:

- a. The Contractor shall carry out comprehensive repair and restoration of all AFC Gates covered under this Contract, including all mechanical, electrical, electronic, and software sub-assemblies, so as to restore each gate to full operational and aesthetic condition.
- b. The scope shall include diagnosis, dismantling, repair, replacement of defective components/sub-assemblies, re-assembly, alignment, calibration, testing, integration and commissioning of each AFC Gate.
- c. Supply, repair and/or replacement of defective parts, sub-assemblies and components of the AFC Gates including but not limited to flap/door assemblies, DC motors, gearboxes, SMPS, mother boards / PCM boards, display driver boards, MIB boards, GV7 processors and mother boards, validators, FEIG readers, QR scanners and scanner glass, passenger display units, gate end displays, concession lamps, buzzers,

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- emitter/receiver and proximity sensors, sensor cables, flat cables, LAN cables, MCBs, network switches and allied items, shall be within the scope of the Contractor.
- d. All parts repaired or replaced must be of equivalent or higher specification than the original OEM part. The details of replacement, such as serial number and part code/number, shall be provided to the competent authority and a log shall be maintained.
 - e. Repair, Replacement, Restoration, testing and calibration of all AFC Gates covered under this Contract shall be carried out during the execution period as per OEM guidelines and in the format prescribed by NMRC.
 - f. Corrective / breakdown maintenance of all AFC Gates covered under this Contract shall be carried out during the execution period and throughout the Warranty Period, and a record of all faults shall be maintained and submitted as required by NMRC.
 - g. Transportation, loading and unloading of the AFC Gates, sub-assemblies and materials, as per NMRC requirements, shall be under the scope of the Contractor.
 - h. Any upgradation, software changes, firmware updates or installation of software patches as per OEM recommendation for improvement of the performance of the AFC Gates, as required by NMRC, shall be under the scope of the Contractor, at no additional cost.
 - i. Seamless integration of every repaired/restored AFC Gate with the existing AFC software, Station Computer and Central Computer System is the full responsibility of the Contractor. Without successful integration and issuance of the suitability report by NMRC, no payment shall be released.
 - j. The Contractor shall deploy qualified, trained and skilled service personnel with the required minimum tools and test instruments at the NMRC site. A deployment plan of qualified staff for the work shall be submitted to NMRC for approval.
 - k. The Contractor shall keep the minimum required spares/parts at the space allocated by NMRC so that faults can be rectified on an immediate basis, and shall submit a list of minimum required spares/parts along with quantities.
 - l. The Contractor shall provide its own vehicle / travel arrangement during the entire Contract period, including for night shift work and maintenance.
 - m. The Contractor shall inform the Communication System Supervisor (CSS) of its arrival at site and the commencement of work. Before the Contractor's manpower leaves the site, they shall confirm with the CSS that full operation has been restored.
 - n. The Contractor shall maintain and operate a round-the-clock mobile number for fault reporting and communication, and shall also provide a valid email address for fault reporting.
 - o. The Contractor shall ensure that all maintenance tools and tackles are kept calibrated and in good condition.
 - p. A fortnightly progress report and a monthly status report of all AFC Gates shall be submitted to NMRC by the 5th of every month.
 - q. The Contractor shall submit Root Cause Analysis (RCA) of failures as and when required by NMRC.
 - r. The Contractor shall hand over all replaced/defective parts to the NMRC AFC Stores Department against proper documentation. No replaced part shall be removed from NMRC premises without written permission.

2.4.2 Manner and Sequence of Execution

- a. The Contractor shall submit a detailed station-wise and gate-wise execution schedule within 07 (Seven) days of acceptance of NOA, for approval of the Engineer-in-Charge.

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- b. The work shall be so phased that at no point of time shall the number of AFC Gates out of service at any single station exceed such number as is approved by the Engineer-in-Charge, so that fare collection and passenger movement are not adversely affected.
- c. All work at the platform/concourse areas shall generally be carried out during non-revenue hours. Work during revenue hours shall be undertaken only with the specific written permission of the Engineer-in-Charge.
- d. Each AFC Gate, upon completion of repair, shall be jointly tested and taken over by NMRC. An Acceptance Certificate shall be issued only after satisfactory functional testing and integration of the gate with the existing AFC system.
- e. The Contractor shall not be entitled to any additional cost for phasing, night working, shift working or holiday working.

2.4.3 Repairing of Products / Sub-assemblies

The AFC Gates are normally required to be repaired within NMRC premises only. In exceptional cases, where a sub-assembly cannot be repaired within NMRC premises and is required to be taken to the workshop, NMRC will not make any payment towards cartage and the expense of transportation, which shall be borne by the Contractor. Equipment taken to the workshop for repair shall be at the Contractor's own risk and expense. Any damage or loss caused to the equipment or its parts due to negligence or mishandling shall be made good by the Contractor. Necessary inward and outward entries shall be made and duly signed by the Duty Supervisor of NMRC. Prior written permission of NMRC shall be obtained in every such case.

In case NMRC is of the view that the repair work is not resolving the problem or is not up to the expectation of NMRC, the Contractor shall be required to replace all such sub-assemblies with fresh spares as per the decision of NMRC, at no additional cost.

2.4.4 Log Book for Repair / Replacement

The Contractor shall prepare station-wise and gate-wise log books for the AFC Gates covered under this Contract. Each repair/replacement shall be logged in the respective register. Every entry in the register shall be verified and signed by the Duty Supervisor of NMRC. These log books shall be kept ready at all times and produced whenever asked to do so.

2.4.5 Availability of Manpower and Escalation Matrix

The Contractor shall ensure the availability of an adequate number of trained and skilled personnel to complete the work within the stipulated period of 03 (Three) months, and to attend to breakdowns during the Warranty Period.

- a. The Contractor shall ensure the availability of additional trained staff on a call basis, if required, to attend to critical failures related to the AFC Gates.
- b. The Contractor shall routinely brief its personnel on the safety aspects of Metro Railways and shall obtain an undertaking from them regarding knowledge of proper safety standards in the metro system.
- c. The Contractor shall provide an escalation matrix (with proper designations, contact numbers and email IDs) up to at least three levels. NMRC JE / maintainer shall assist in carrying out the work by providing Permit to Work (PTW) / access to locations and other support from NMRC.
- d. All deployed personnel shall be provided with proper identity cards, uniforms, safety shoes and personal protective equipment by the Contractor at its own cost.

2.4.6 Tools and Equipment

All related tools and testing instruments required for checking, testing and attending to the repair and maintenance of the AFC Gates shall be arranged by the Contractor at its own cost. Transportation of these tools and instruments shall also be arranged by the Contractor.

2.4.7 Corrective Maintenance/ Repair, Restoration during the Contract

The Contractor shall carry out Corrective maintenance of every AFC Gate at the time of its repair and restoration, and thereafter on a monthly basis for the gates handed over, until the completion of the execution period. The Corrective maintenance checklist for AFC Gates shall include, at minimum:

- Visual inspection – existence of graphical stickers and logo plates, placement of GV7 beneath the fascia board, verification that doors/flaps open and close properly, proper centring of the display on the window, and absence of physical damage.
- Mechanical checks – flap alignment, hinge and bearing condition, DC motor and gearbox operation, cabinet door locks and hinges, levelling and anchoring of the gate.
- Electronic checks – validator and FEIG reader operation, QR scanner and scanner glass, passenger display unit, gate end display, concession lamp, buzzer, emitter/receiver and proximity sensor alignment and sensitivity.
- Electrical checks – SMPS output, MCB, earthing continuity, insulation and tightness of all power and data cable connections, condition of cable labels and stickers.
- Communication checks – validator IP and FEIG IP configuration (paid/unpaid lanes), LAN connectivity, and network switch port status and integration with the Station Computer.
- Software checks – firmware/software version verification, transaction logging, mode change (entry/exit/bidirectional), and correct fare/transaction reporting to the Central Computer System.

Corrective maintenance, Repair, restoration Work shall be carried out only during non-revenue hours. The maintenance sheets shall be signed by the Contractor's O&M Engineer, verified by the on-duty NMRC staff and checked by the NMRC representative, and shall be submitted to NMRC.

2.4.8 Response Time and Serviceability

- a. The Contractor shall respond immediately to attend to any failure from the time the breakdown intimation is provided by the Employer.
- b. Serviceability of 98% per year is to be ensured for the AFC Gates handed over to NMRC. Un-serviceability of any AFC Gate shall not exceed 4-6 hours at one time.
- c. The maximum repair turnaround time for any AFC Gate shall be 6 hours. The Mean Time to Restore (MTTR) of an AFC Gate to full normal operation following a failure shall be less than 6 hours, excluding travel time.
- d. Spares required to attain this serviceability shall be stored at site by the Contractor at its own cost.
- e. All necessary changes in the documentation (technical and operator manuals) for changes carried out on the hardware and software of the AFC Gates shall be provided by the Contractor.

2.4.9 Permit to Work at NMRC Premises

To work on the platform/concourse, the Contractor shall be required to fill up the Permit to Work (PTW) form and submit it to the CSS / NMRC Depot, Greater Noida. Only after approval of the PTW shall the Contractor carry out the work.

2.4.10 Post-Contract Handover

It shall be the responsibility of the Contractor to make all AFC Gates work satisfactorily throughout the Contract period, including the Warranty Period, and to hand over the AFC Gates in fully working condition to NMRC after expiry of the Contract.

2.4.11 Confidentiality

The Contractor shall ensure confidentiality regarding the handling of all information obtained within NMRC premises, whether in the form of recordings, snapshots, written or verbal material, or other

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sensitive material. The Contractor shall ensure that all storage and apparatus used is virus free. Renting, lending and copying of any software or hardware products is completely prohibited.

2.4.12 Safety

The Contractor shall adopt the necessary safety procedures to avoid any type of accident to the Employer's personnel or any other personnel, and to avoid damage to NMRC assets. The Contractor shall display necessary signage while carrying out the work. The Contractor shall comply with the Do's and Don'ts prescribed by NMRC in respect of working in the vicinity of 25 kV traction, and shall submit an undertaking in the specified proforma in this regard.

2.4.13 Accidents

- i. It shall be the sole responsibility of the Contractor to adopt all safety measures and to deploy personnel who are adequately trained in safety.
- ii. If any accident occurs at site or its associated area due to the work or due to negligence on the part of the Contractor's personnel, it shall be the full responsibility of the Contractor.
- iii. If any damage occurs to the structures, material or equipment due to the work, the cost of damage will be recovered from the Contractor's bill.
- iv. The Contractor shall submit an indemnity bond to the effect that the Contractor's staff shall not make any claim of any type, including payment or employment, against the Employer. After completion of the Contract, the Contractor shall withdraw all of its staff from the site without any claim.

2.4.14 Service Level Agreement and Penalty

The Service Level Agreement (SLA) defines the terms of the successful Bidder's responsibility in ensuring the performance of the AFC Gates based on the agreed performance indicators. The successful Bidder shall co-ordinate with the respective supervisor, get the complaint closed and keep proper records.

SLA Terms

S. No.	SLA Term	Description
1	System	'System' refers to each and every AFC Gate and its sub-assemblies mentioned in Annexure-A (but not limited to it) and their interconnections with the Station Computer and Central Computer System.
2	System Availability	Availability of all AFC Gates handed over to NMRC in working condition.
3	Preventive Maintenance	Periodic maintenance tasks undertaken to keep the AFC Gates healthy.
4	Breakdown	Unavailability or failure of any AFC Gate or its sub-assembly.
5	Corrective Maintenance	Maintenance tasks undertaken to identify, isolate and repair a fault in order to restore the AFC Gate to an operational condition.
6	Turnaround Time	Time taken to make the AFC Gate working after a breakdown, inclusive of time of response and commutation. This shall not exceed 6 in any case.
7	Manpower Availability	Physical presence of the Contractor's staff in the NMRC network as per the approved deployment plan and shifts.

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S. No.	SLA Term	Description
8	Escalation	Levels of response from the Contractor during a breakdown.
9	Planned System Outage	Unavailability of an AFC Gate due to Corrective maintenance or planned repair activity. Details shall be approved by NMRC and notified to all concerned persons at least 24 hours in advance. Such outage shall preferably be taken during non-revenue hours.
10	Unplanned System Outage	Unavailability of an AFC Gate due to failure/breakdown and corrective maintenance. Unplanned system outage shall not exceed 6 hours in any case.

Penalty for Breach of Service Levels

S. No.	Instance / SLA Breach	Penalty
1	Delay in completion of repair of AFC Gates beyond the approved gate-wise execution schedule	0.05% of Contract Value per day of delay, recurring daily
2	Turnaround time and corrective maintenance to ensure system availability after every breakdown/failure exceeding the SLA	0.05% of Contract Value for every incident of delay or non-completion beyond 01 day, recurring for every additional day

The maximum cumulative penalty shall not exceed 10% (Ten Percent) of the Contract Value in any case, failing which the Contract shall be deemed to be terminated. At any point of time during the Contract, either party may terminate the Contract without assigning any reason by giving 60 (Sixty) days' notice of termination.

Section 3: Instructions to Bidders

3.1 General Instructions

3.1.1 Availability of Bid Document and Cost of Bidding

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

3.1.2 Acknowledgement by Bidder

It shall be deemed that by submitting the Bid on the UP e-Tender portal, the Bidder has:

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

3.1.3 Clarifications of Bid

During evaluation of the Bid, NMRC may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification shall be in writing.

Any queries or request for additional information concerning this RFP shall be submitted in writing and by email to the JGM/AFC-Tele, NMRC. The communication shall clearly bear the following identification/title: "Queries / Request for Additional Information: RFP for **Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location**". The responses shall be posted to all such queries on the official website www.nmrcnoida.com.

3.1.4 Amendment of RFP Document

- a. At any time prior to the deadline for submission of e-Bid, NMRC may, for any reason, whether at it's on in iterative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement website <https://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 <https://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, NM RC, at the discretion, may extend the deadline for the submission of

e-Bids. Such extensions shall be uploaded on the e-procurement website <https://etender.up.nic.in> or NMRC's website www.nmrcnoida.com.

3.2 Preparation and Submission of Bids

3.2.1 Language and Currency

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NMRC, shall be in English. The Bid currency shall be Indian Rupees (INR).

3.2.2 Documents Constituting the 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 fulfil 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 (<https://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 <https://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 Signing of Bid

All documents uploaded shall be digitally signed with a valid Class-III Digital Signature Certificate of the authorised signatory of the Bidder. The Bidder shall submit a Power of Attorney / Board Resolution in favour of the authorised signatory in Form-2 of this RFP.

3.2.9 Deviations

The Bidder shall submit its Bid strictly in accordance with the requirements of this RFP. Conditional Bids or Bids with deviations from the terms and conditions of the RFP shall be liable to be rejected as non-responsive.

3.2.10 Period of Validity of Bid

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

3.2.11 Misrepresentation

The Bidder shall furnish complete and correct information sought by NMRC for evaluation of the Bid. Any misrepresentation or improper response may lead to the disqualification of the Bidder. If such disqualification or rejection occurs after the Bids have been opened and the highest-ranking Bidder gets disqualified or rejected, NMRC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of NMRC, including annulment of the Selection Process.

3.2.12 Correspondence with the Bidder

Save and except as provided in this Bid, NMRC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid. No Bidder shall contact NMRC on any matter relating to its Bid from the time of Bid opening to the time the contract is awarded. Any effort by the Bidder to influence NMRC in the Bid evaluation, Bid comparison or contract award decisions may result in the rejection of its Bid.

3.3 Earnest Money Deposit

- a. The bidder shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favour of 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, if the Bidder fails to sign the contract agreement 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 by e-mail provided by Bidder.
- c.** The financial e-Bids of technically qualified Bidders shall be opened in the presence of technically qualified bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder.

3.4.2 Correction of 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 amount in figures, to the extent of such discrepancy. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and quantity, the unit rate shall prevail. 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, its Bid will be rejected and its Bid Security shall be liable for forfeiture.

3.4.3 Examination of Bid Documents

NMRC will examine the Bid to determine whether: (i) it is complete; (ii) it meets all the conditions of the Contract; (iii) the required Earnest Money Deposit and all other required documents have been furnished; (iv) the documents have been properly digitally signed; and (v) the Bid is in order.

3.4.4 NMRC's Right to accept or Reject any or all Bids

NMRC reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action.

3.4.5 Contacting NMRC

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

3.4.6 Confidentiality

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

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

3.5 Award of Contract

3.5.1 Award Criteria

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

3.5.2 Purchase Order

- a.** Prior to the expiration of the period of Bid validity, NMRC will issue Purchase order to the successful Bidder in writing, by letter/mail.
- b.** The successful bidder shall have to provide unconditional acceptance of the Purchase order/ Notice of award of contract within 10 days from the date of issue of Purchase order. Contractor is required to submit Performance Bank Guarantee / Security Deposit within 30 days from the date of acceptance of Purchase order. Upon the receipt of the unconditional acceptance of Purchase order 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

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

3.5.4 NMRC's right to accept any Bid and to reject any or all Bids

NMRC reserves the right to accept or reject any Bid, and to annul the Bid process at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

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 and private limited company can submit the Bid. The firms and companies should be registered in India and at least one office should be in Delhi NCR.
- b. The Bidder should have a minimum experience of having satisfactorily and successfully completed similar works in India during the last 7 (Seven) years period ending on the last day of the month previous to the one in which the bids are invited, which should be either of the following:
 - (i) One similar completed work costing not less than the amount equal to ₹ 1.68 Crore (Rupees One Crore Sixty Eight Lakhs Only)
 - OR
 - (ii) Two similar completed works each costing not less than the amount equal to ₹ 1.05 Crore (Rupees One Crore Five Lakhs Only)
 - OR
 - (iii) Three similar completed works each costing not less than the amount equal to ₹ 0.84 Crore (Rupees Eighty Four Lakhs Only)
- c. **Definition of Similar Works:** *"Works involving supply, installation, testing and commissioning, and/or repair, overhauling, refurbishment, maintenance (AMC/CAMC) or upgradation of Automatic Fare Collection (AFC) System equipment, including AFC Gates, in any Metro Rail System / RRTS within India."*
- d. The Bidder must have satisfactorily carried out at least 5 (Five) years of AMC/CAMC or repair and maintenance of an AFC project.
- e. The Bidder will not be provided any additional cost for seamless integration of the repaired/restored AFC Gates with the existing AFC system.
- f. The Bidder shall submit an undertaking from the existing AFC service provider for the necessary software / application support for integrating the AFC Gates and their sub-assemblies (such as readers, validators, scanners, display units and controller boards) with the existing AFC software / application / system. The undertaking shall be submitted in the format at Form-9 of this RFP.
- g. The Bidder will have to demonstrate a Proof of Concept (PoC) for seamless integration of the repaired/restored AFC Gate and its sub-assemblies with the existing AFC system. Only those Bidders will be considered technically responsive who are successfully able to demonstrate the PoC.
- h. Bidders are required to enclose copies of the work orders and work completion certificates in support of the above with the Technical Bid. The work completion certificate shall 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, the bid will be rejected.
- i. The Bidder should have a minimum Average Annual Turnover of 1.68 Crore (Rupees One Crore Sixty Eight Lakhs Only) in the last 5 (Five) audited Financial Years (2020-21, 2021-22, 2022-23, 2023-24, 2024-25) preceding the Bid Due Date.
- j. Working Capital / Net Cash Flow (Current Assets minus Current Liabilities) should be greater than or equal to ₹ 0.30 Crore (Rupees Thirty Lakh Only) in the last audited Financial Year.
- k. Net Worth of the Bidder should be greater than or equal to ₹ 0.42 Crore (Rupees Forty Two Lakh Only) in the last audited Financial Year.
- l. Profit Before Tax should be positive in at least 2 (Two) years out of the last 5 (Five) audited Financial Years (2020-21, 2021-22, 2022-23, 2023-24, 2024-25).

Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location

- m. The Bidder should be registered with the Goods and Services Tax Authorities.
- n. The Bidder shall submit an undertaking, on its letterhead and signed by its authorised signatory, to the effect that it has not been blacklisted by any Government Agency in the last 5 (five) years.
- o. NMRC / any other Metro Organization (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce applicable to all Ministries must not have banned business with the tenderer as on the date of Bid submission for “Repair and Maintenance of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location”. The tenderer should submit an undertaking to this effect in Form-8 of this Tender.
- p. Bidders are required to provide a self-attested copy of the Bid document and this RFP, duly signed and stamped on each page as a token of unconditional acceptance.
- q. The Bidder shall submit a certificate in the format at Form-12 of this RFP regarding compliance with Rule 144(xi) of the General Financial Rules, 2017 in respect of bidders from countries sharing a land border with India, supported, where applicable, by evidence of registration with the Competent Authority (DPIIT).
- r. The Bidder shall submit a declaration of local content in the format at Form-13 of this RFP in terms of the Public Procurement (Preference to Make in India) Order, 2017, as amended.

4.2 Documentary Proof to be furnished

Criteria	Documentary Proof Required
4.1 (a)	Registration certificate of the firm / Partnership deed / Certificate of Incorporation / Affidavit for sole proprietorship, along with proof of office in Delhi NCR
4.1 (b), (c), (d), (h)	Form-4: Work Experience, with work orders and completion certificates as documentary evidence
4.1 (f)	Form-9: Undertaking from existing AFC service provider
4.1 (i), (j), (k), (l)	Form-5: Financial Capability, along with audited Balance Sheets and Profit & Loss Statements for the last 5 (Five) financial years, certified by a Chartered Accountant; self-attested copy of PAN and ITR for the last 3 audited financial years
4.1 (m)	Copy of GST registration certificate
4.1 (n), (o)	Form-8: Undertaking regarding non-blacklisting
4.1 (q)	Form-12: Certificate regarding Rule 144(xi) of GFR, 2017 (land border countries), with DPIIT registration evidence where applicable
4.1 (r)	Form-13: Declaration of local content under the Public Procurement (Preference to Make in India) Order, 2017
EMD	Proof of EMD and Bid Processing Fees furnished Submitted as Applicable
All criteria	Form-6: Capability Statement, duly filled and supported by documents

4.3 Proof of Concept (PoC)

- i. Bidders who are found prima facie eligible on the basis of the documents submitted in the Technical Bid shall be called upon to demonstrate a Proof of Concept (PoC) at the NMRC Depot, Greater Noida, or at such other location as may be notified by NMRC.

Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location

- ii. The PoC shall demonstrate the Bidder's capability to repair, restore, configure and seamlessly integrate an AFC Gate and its sub-assemblies with the existing AFC software, Station Computer and Central Computer System of NMRC, including successful transaction processing, mode configuration and reporting to the Central Computer System.
- iii. The date, time and detailed modalities of the PoC shall be intimated to the eligible Bidders by NMRC. The Bidder shall arrange, at its own cost, all sub-assemblies, tools, test instruments, software and manpower required for the PoC. No cost whatsoever shall be payable by NMRC on account of the PoC.
- iv. Only those Bidders who successfully demonstrate the PoC to the satisfaction of the PoC Evaluation Committee constituted by NMRC shall be considered technically responsive, and only their Financial Bids shall be opened.
- v. The decision of NMRC on the outcome of the PoC shall be final and binding on all Bidders. No correspondence in this regard shall be entertained.

4.4 Selection of Bidder

NMRC shall award the Contract for **"Repair of Automatic Fare Collection (AFC) gates Installed at Noida Metro Stations and Central Location"** to the Lowest Bidder (**L1 bidder**), whose tender has been determined to be substantially responsive and compliant with the requirements contained in the Tender Documents and who has successfully demonstrated the PoC.

- i. In case, two or more technically qualified bidders quote the same rate in the Commercial Bid, and become Lowest (i.e. L-1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover (as per Minimum Eligibility Criteria defined in Section 4) during the last 5 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.
- ii. No correspondence will be entertained by NMRC from the unsuccessful bidders.

No correspondence will be entertained by NMRC from unsuccessful Bidders.

4.5 Award of Contract and Performance Security

4.5.1 Purchase Order:

- i. Prior to the expiration of the period of Bid validity, NMRC will issue Purchase order to the successful Bidder in writing, by letter/mail.
- ii. The successful bidder shall have to provide unconditional acceptance within 10 days of receipt of the Purchase order/Notice of award and has to submit valid Performance Bank Guarantee / Security Deposit within 30 days from the date of acceptance of Purchase order/Notice of award.
- iii. The Successful Bidder shall supply the required items within the time period as mentioned in Purchase order or such extended period as may be decided by the Corporation.
- iv. Failure of the Successful Bidder to comply with the requirement of acknowledgement of Purchase Order shall constitute sufficient grounds for the annulment of the Purchase Order, and forfeiture of the bid security.

- v. The Purchaser/Buyer reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful bidder. The bidder is bound to accept the increase or decrease in the tendered quantity up to 25% under this clause without any change in unit price.
- vi. 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.

4.5.2 Performance Bank Guarantee / Security Deposit:

- i. To fulfil the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit **10 % of the Contract Price** in form of NEFT/RTGS, unconditional and irrevocable Bank Guarantee bond as per Form -11 of this RFP, issued by a scheduled bank of Delhi-NCR in favour of Noida Metro Rail Corporation Limited valid for **21 months** within 30 days of acceptance of Purchase order/Notice of Award. PBG shall remain valid for the entire period of contract, including any extensions, amendments or variations thereof and shall further remain valid for a period of six (6) months beyond the date of completion of contract. The bank guarantee shall also have a claim period of not less than six (6) months from the date of expiry of the PBG, during which the employer shall be entitled to invoke the same. The performance guarantee shall be valid for a period up to 6 months beyond the work end date. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. In case of extension of tenure by 6 months, the performance bank guarantee shall be extended by 6 months or such increased period as well 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 acceptance of Purchase order/ NOA, a penal interest of 15% per annum shall be charged for the period i.e. from date of acceptance of NOA to the date of submission of PBG.** In case Contractor fails to submit the PBG beyond 60 days from the date of acceptance to Purchase order/ NOA, the contract shall be annulled duly forfeiting Tender security and other dues. In case of any extension is sought for PBG, extension will be only after approval from NMRC.
- ii. 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.

- iii. 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.
- iv. The performance bank guarantee shall be extended and renewed in advance before expiry of existing guarantee.
- v. NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for –
 - 1. Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
 - 2. 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.
 - 3. 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.
 - 4. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- vi. 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.
- vii. It shall be ensured by the Bidder that the Performance Security can be invoked and encashed through the issuing bank or insurer's branch or office located in the Delhi/NCR, Noida or Greater Noida region.
- viii. A Contract Agreement will have to be signed by the Contractor at its own cost on proper stamp paper. Without the Performance Guarantee, the Contract Agreement shall not be signed.

4.6 Project Financial Terms

Payment Terms

The standard payment terms, subject to recoveries, if any, by way of penalties, will be as under:

- a. 100% payment will be released on complete Repair/Refurbishment/Rectification of AFC gates as defined in the scope of work of this RFP and to the satisfaction of NMRC. End user certification from AFC department will be required to be submitted along with bills.
- b. The Contractor shall submit the necessary documents and bills for payment. Income Tax is deductible at source while effecting payment of bills at the prescribed percentage as per the orders of the Government.
- c. GST, if claimed, will be reimbursed only if the GST Registration Number is mentioned in the invoice. In the absence of a GST Registration Number, GST will not be reimbursed. Further, GST will be reimbursed only when the GST is reflected on the GST Portal (GSTR-2B of NMRC).
- d. The Bidder shall quote PAN and GST on all correspondence, bills, vouchers and other documents, otherwise TDS at the higher of the prescribed rates will be deducted.
- e. All payments to the Contractor will be made by e-payment / account payee cheque, on receipt of the bill complete and correct in all respects along with supporting documents, subject to deduction of statutory charges, taxes, duties and levies.
- f. Bills, correct in all respects, shall be submitted to the Engineer-in-Charge in duplicate along with supporting documents.
- g. No advance of any type shall be paid.

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

5.2.1 Effectiveness of Contract

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

5.2.2 Commencement of Services

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

5.2.3 Expiration of Contract

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

5.2.4 Modifications or Variations

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

5.2.5 Force Majeure

(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 fulfil 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.

(v). Conditions like Pandemic/Lockdown (e.g. in COVID-19) will be treated as Force Majeure. During the period of Non-performance in these conditions, contractor will not be billed and Extension of Time will be given for such period.

5.2.6 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.

If the Agency fails to provide the services within the period fixed for such services in the contract or as extended or at any time repudiates the contract before the expiry of such period, the employer may terminate the contract without prejudice to his other rights. The total amount of liquidated damages, however, not exceed the **limit of liquidated damages i.e. 10 % of total Contract value**, after which contract will be deemed as cancelled & PBG will be encashed by the Employer.

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.

5.2.7. Upon Termination of this Agreement for any reason whatsoever

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

5.3 Insolvency and Breach of Contract

The Purchaser may at any time, issue notice in writing summarily terminates 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 Employer and provided also the Agency shall be liable to pay to the Employer 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.** All the items supplied under this contract should have at least 12 months warranty against all kind of defects.
- c.** 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 Employer may proceed to get the work done at the Agency's risk and expenses, but without prejudice to any other rights which the Employer may have against the Agency in respect of such defects.
- d.** 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

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 the Work 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

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 employer

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 5.9 a 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:

The employer 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 Conciliation

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this License Agreement or breach, termination, shall firstly be attempted to be settled by conciliator appointed/nominated by NMRC on receipt of such requests from either party. The conciliator shall make the settlement agreement. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an Arbitration Award.

5.10.3 Arbitration:

All disputes related to this agreement contract or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or any issue whether arising during the progress of services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be attempted to be settled by mutual discussion and consultation with parties here of in event of any such disputes or any disputes or claims are not settled in aforesaid manner, then the disputes claim shall be referred for arbitration.

The matter referred to arbitrators appointed by Managing director, NMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole arbitrator, if the total value of the claim is up to Rs.50 Lakhs and to a panel of 3 arbitrators for the claims of more than Rs.50 Lakhs. License shall have to choose the sole arbitrator from the panel of 3 and / or one arbitrator from the panel of 5 in case 3 arbitrators are to be appointed. NMRC shall also choose one arbitrator from this panel of 5 and 2 so chosen will choose the 3rd arbitrator from the panel only. The arbitrators shall be appointed within a period of 30 days from the date of receipt of written notice/demand of appointment of the arbitrator from either party.

The decision of sole arbitrator / panel of arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Noida, UP. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

5.10.4 Rules Governing Arbitration Proceedings:

The arbitration proceedings shall be governed by Indian arbitration and conciliation act 1996, as amended from time to time including provisions in force at the time the references made.

5.10.5 Jurisdiction of Courts:

The Court at Gautam Buddha Nagar, U.P. shall have the exclusive jurisdiction to try all dispute between the party arising out of this agreement.

Annexure-A: Details of AFC Gates Covered under the Contract

A. Central Location – NMRC Depot, Greater Noida

S. No.	Location	Equipment	Quantity
1	NMRC Depot, Greater Noida	AFC Gate	03

B. Station Level – Aqua Line

S. No.	Station	No. of AFC Gates
1	SEC 51	12
2	SEC 50	07
3	SEC 76	07
4	SEC 101	07
5	SEC 81	07
6	NSEZ	07
7	SEC 83	07
8	SEC 137	07
9	SEC 142	07
10	SEC 143	07
11	SEC 144	07
12	SEC 145	07
13	SEC 146	07
14	SEC 147	07
15	SEC 148	07
16	KP-II	08
17	PARI CHOWK	07
18	ALPHA-1	07
19	DELTA-1	07
20	GNIDA	07
21	DEPOT STATION	07
Total (Stations)		153
Total (Stations + Central Location)		156

Note: The above quantities are indicative and based on the existing installation records of NMRC. The actual number of AFC Gates and the extent of repair required shall be ascertained by the Bidder through a joint physical survey.

Section 6: Price Schedule / Bill of Quantities

Name of Work: Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location

S. No.	Item Description	Qty.	Units	Lumpsum Amount (Excluding GST) In INR	GST (if applicable in percentage)	Total Amount (including GST) in INR
1	Comprehensive repair, refurbishment, restoration, testing, integration of AFC Gates installed at NMRC Stations and at the Central Location (NMRC Depot, Greater Noida)	1	Lumpsum			
Total						

Notes:

- The bidder shall mention Quoted Rate (Per item) In Figures.**
- The Amount Arrived at from Quoted Rate, per item 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.
- The total payment due to contractor shall be inclusive of all taxes, Tender Requirements, Statutory Contributions, etc.**
- The GST will be reimbursed based on the invoice of GST paid to the concerned authority by the contractor.
- The rates and prices tendered in the priced bill of quantities are for complete work and complete in all respects. It will be deemed to include all plant, labour, supervision, materials, including all leads, lifts, ascents, descants, crossing of Rly. tracks and any other obstructions etc. unloading, loading, handling, re-handling, taxes (including GST), 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.

6. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfils all the requirements of the Tender Document.
7. 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

Section 7: Forms

Form 1: Letter of Proposal Submission

[Location, Date]

To

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

Subject: Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location

Dear Sir,

We, the undersigned, offer to “**Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location**” 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 analysed 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 accept all the terms and conditions of this RFP document unconditionally.

We have filled the complete information correctly in **Form 14**: Bid Details

Authorized

signatory

Name:

Date:

Name of the Bidder with seal

Form-2: Format for Power of Attorney / Board Resolution for Authorised Signatory

(To be executed on non-judicial stamp paper of appropriate value and duly notarised)

Know all men by these presents that we, M/s _____ (name and registered address of the Bidder), do hereby constitute, nominate, appoint and authorise Mr./Ms. _____, son/daughter of _____, presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Authorised Signatory"), to do in our name and on our behalf all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our Bid for "**Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location**" against **Tender Reference No. NMRC/AFC/AG/2026/009** issued by Noida Metro Rail Corporation Limited, including signing and submission of the Bid and all other documents related thereto, digitally signing and submitting the Bid, participating in pre-bid meetings, bid opening, clarifications, negotiations and the Proof of Concept, accepting the Contract and signing of the Contract Agreement.

And we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Signatory pursuant to and in exercise of the powers conferred by this Power of Attorney, and that all acts, deeds and things done by our said Authorised Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL, HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2026.

For and on behalf of _____

(Signature, Name, Designation and Seal of authorized signatory)

Attested Signature of Authorized Signatory.

Witness 1: _____

Witness 2: _____

Accepted: _____

(Signature of the Authorised Signatory/Attorney)

Form 3: Firm Details

1.	Title and name of the Work: "Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location"
2.	State the structure of the Bidder's organization (Bidders to complete/delete as appropriate) Sole Bidder
3	For Bidders who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of Contact person
4	GST Registration Number (Attach Documentary Proof)
5	PAN (Attach Documentary Proof)
6	Employees Provident Fund No. (attach documentary proof)
7	Employees state insurance Act in India No. (attach documentary proof)

Form-4: Work Experience**Tender Reference No. NMRC/AFC/AG/2026/009**

Name of Work: Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location

Name of Bidder: _____

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

S. No.	Similar contract description	Contract identification number	Award date & completion date	Employer's name, address, telephone number, email etc.	Role in contract	Completion cost	Value of similar work in completed work
1							
2							
3							
4							

*(Add the required number of rows)***NOTE:**

- i. Only the value of the contract as executed by the applicant 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 should be indicated and the remaining, done by other members of the group, should be excluded. This is to be substantiated with documentary evidence (an Experience Certificate / Work Completion Certificate on the client's letterhead will only be considered) which clearly mentions the amount for the similar work as defined in Section 4.1 of this RFP.
- ii. The tenderer shall upload details of works executed by them in the prescribed format for the works to be considered for qualification under the 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 should be uploaded. In case the work was executed for a private client, documentary proof such as a copy of the work order, bill of quantities, bill-wise details of payment received certified by a Chartered Accountant, TDS certificates for all payments received, and a copy of the final/last bill paid by the client should be uploaded. Offers submitted without this documentary proof will not be evaluated.
- iii. The value of the 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 under the work experience criteria.
- iv. For completed works, the 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 that applicable 28 days before the submission date of the tender.
- v. If the above work(s) comprise(s) other works also, then the 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 the tender submission.

Signature of the Authorised Signatory: _____

Name: _____

Designation: _____

Date: _____ Place: _____

Name of the Bidder with Seal

Form-5: Financial Capability**Tender Reference No. NMRC/AFC/AG/2026/009**

Name of Work: Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location

Name of Bidder: _____

A. Average Annual Turnover

Financial Year	Annual Turnover (₹ in Lakh)	Remarks
FY 2024-25		
FY 2023-24		
FY 2022-23		
FY 2021-22		
FY 2020-21		
Average Annual Turnover		

B. Profit before Tax

Financial Year	Profit Before Tax (₹ in Lakh)	Positive / Negative
FY 2024-25		
FY 2023-24		
FY 2022-23		
FY 2021-22		
FY 2020-21		

C. Working Capital and Net Worth (as per the last audited Financial Year)

Particulars	Amount (₹ in Lakh)	Reference to Balance Sheet (FY2024-25)
Current Assets		
Current Liabilities		
Working Capital / Net Cash Flow (Current Assets – Current Liabilities)		
Net Worth		

The above figures are certified as correct on the basis of the audited financial statements of the Bidder.

Signature and Seal of Chartered Accountant: _____

Name: _____ Membership No.: _____

UDIN: _____ Date: _____

Signature of the Authorised Signatory: _____

Name: _____

Designation: _____

Date: _____ Place: _____

Name of the Bidder with Seal

Form-6: Capability Statement

It is compulsory for the Bidder to fill in this statement, and the Bidder must upload the documents that support this statement.

Tender Reference No. NMRC/AFC/AG/2026/009

Name of Work: Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location

Name of Bidder: _____

S. No.	Eligibility Criteria	Compliance (Yes/No)	Page No. / Reference of Supporting Document
1	Sole proprietorship, registered partnership firm (including LLP), public limited company or private limited company registered in India, with at least one office in Delhi NCR		
2	Similar completed works during the last 7 years: One work $\geq$ ₹ 1.68 Crore OR Two works $\geq$ ₹ 1.05 Crore each OR Three works $\geq$ ₹ 0.84 Crore each		
3	Minimum 5 years of AMC/CAMC or repair and maintenance of an AFC project satisfactorily carried out		
4	Undertaking from existing AFC service provider for software and application support for integration (Form-9)		
5	Willingness and capability to demonstrate the Proof of Concept (PoC)		
6	Minimum Average Annual Turnover of ₹ 1.68 Crore in the last 5 audited Financial Years (2020-21 to 2024-25)		
7	Working Capital / Net Cash Flow $\geq$ ₹ 0.30 Crore in the last audited FY		
8	Net Worth $\geq$ ₹ 0.42 Crore in the last audited FY		
9	Positive Profit Before Tax in at least 2 out of the last 5 audited Financial Years		
10	Registered with the Goods and Services Tax Authorities		
11	Not blacklisted by any Government or Government Agency (Form-8)		
12	Self-attested copy of the Bid document and RFP, signed and stamped on each page		

Signature of the Authorised Signatory: _____

Name: _____

Designation: _____

Date: _____ Place: _____

Name of the Bidder with Seal

Form-7: Declaration of Acceptance of Terms and Conditions and No Deviation

(To be submitted on the letterhead of the Bidder)

Tender Reference No. NMRC/AFC/AG/2026/009

Name of Work: Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location

Name of Bidder: _____

We hereby declare and confirm that:

- i. We have carefully read and understood the entire Bid document, including the General Terms and Conditions of this RFP with all its Sections, Annexures, Forms and the price schedule, and all corrigenda published on the UP E -Tender Procurement portal, and we unconditionally accept all the terms and conditions contained therein.
- ii. Our Bid is unconditional and contains no deviation, reservation or qualification whatsoever from the terms and conditions of the RFP.
- iii. All information and documents furnished by us in the Bid are true, correct and complete to the best of our knowledge and belief. We understand that in the event any information furnished by us is found to be false or fabricated, our Bid shall be liable for rejection, our EMD shall be liable for forfeiture, and we shall be liable to be blacklisted, apart from such legal proceedings as NMRC may initiate.
- iv. We have not been influenced by any statement or promise of NMRC or any of its employees other than as contained in the RFP document.
- v. We shall not be entitled to any additional cost for seamless integration of the repaired AFC Gates with the existing AFC system.
- vi. We undertake to comply with all applicable statutory provisions including labour laws, PF, ESI, minimum wages and safety requirements during the execution of the Contract.

Signature of the Authorised Signatory: _____

Name: _____

Designation: _____

Date: _____ Place: _____

Name of the Bidder with Seal

Form-8: Undertaking Regarding Non-Blacklisting

(To be submitted on the letterhead of the Bidder)

Tender Reference No. NMRC/AFC/AG/2026/009

Name of Work: Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location

Name of Bidder: _____

We hereby certify and undertake that our firm/company, M/s _____, including its promoters and directors:

- i. has not been blacklisted by the Government of India, any State Government, any Government Agency, any Public Sector Undertaking, or by order of the Hon'ble Supreme Court, and has not been debarred as on the date of Bid submission;
- ii. has not been banned from doing business by NMRC or any other Metro Organization (100% owned by the Government), the Ministry of Housing & Urban Affairs, or by any order of the Ministry of Commerce applicable to all Ministries, as on the date of Bid submission for "Repair and Maintenance of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location".

We further undertake that if the above declaration is found to be false at any stage, NMRC shall have the right to reject our Bid, forfeit our EMD/Performance Security, terminate the Contract and initiate such action against us as it deems fit.

Signature of the Authorised Signatory: _____

Name: _____

Designation: _____

Date: _____ Place: _____

Name of the Bidder with Seal

Form-9: Undertaking from Existing AFC Service Provider for Software and Application Support

Tender Reference No. NMRC/AFC/AG/2026/009

Name of Work: Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location

Name of Bidder: _____

To,

Jt. General Manager/AFC-Tele

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

Sub: Undertaking for software / application support for integration of AFC Gates with the existing AFC system of NMRC - Tender Reference No. NMRC/AFC/AG/2026/009

Dear Sir,

We, M/s _____, being the existing AFC service provider for the Automatic Fare Collection System installed on the Aqua Line of Noida Metro Rail Corporation Limited, do hereby undertake and confirm that:

- a. We shall provide the necessary software, application, interface, protocol and technical support to M/s _____ (name of the Bidder) for the seamless integration of the repaired, refurbished and restored AFC Gates and their sub-assemblies — including readers, validators, QR scanners, display units, controller boards and allied components — with the existing AFC software, Station Computer and Central Computer System of NMRC.
- b. Such support shall be extended for the entire duration of the Contract, including the Warranty Period of 12 (Twelve) months, without any additional cost or liability to NMRC.
- c. We shall extend the necessary co-operation to the Bidder and to NMRC during the Proof of Concept (PoC), integration testing, commissioning and acceptance of the AFC Gates.
- d. This undertaking is issued specifically for the purpose of the above-referenced tender of NMRC and is valid for the entire Bid validity period and the Contract period.

For and on behalf of the Existing AFC Service Provider

Signature: _____

Name: _____ Designation: _____

Company Name and Seal: _____

Date: _____ Place: _____

Form-10: Undertaking Regarding Safety and Do's and Don'ts in the Vicinity of 25 kV AC Traction

(To be submitted on the letterhead of the Bidder)

Tender Reference No. NMRC/AFC/AG/2026/009

Name of Work: Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location

Name of Bidder: _____

We hereby undertake that we have read and fully understood the Do's and Don'ts and the safety requirements prescribed by NMRC in respect of working in metro premises and in the vicinity of 25 kV AC traction, and that:

- i. We shall adopt all necessary safety measures and shall deploy only personnel who are adequately trained in safety.
- ii. We shall brief all our personnel on the safety aspects of Metro Railways before deployment and shall obtain an undertaking from each of them regarding their knowledge of proper safety standards in the metro system.
- iii. We shall obtain a Permit to Work (PTW) before commencing any work at the platform or concourse, and shall carry out preventive maintenance only during non-revenue hours.
- iv. We shall provide all our personnel with proper identity cards, uniforms, safety shoes and personal protective equipment at our own cost.
- v. We accept that if any accident occurs at site or its associated area due to the work or due to negligence on the part of our personnel, it shall be our full responsibility, and that the cost of any damage caused to NMRC structures, material or equipment shall be recovered from our bills.

Signature of the Authorised Signatory: _____

Name: _____

Designation: _____

Date: _____ Place: _____

Name of the Bidder with Seal

Form-11: Format of Performance Security (Bank Guarantee)**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)(Herein after 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 as stated in "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:

Signed, sealed and delivered for and on behalf of the Bank by the above named _____

In the presence of:

Witness 1.

Witness 2.

Signature

Signature

Name

Name

Address

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-12: Certificate under Rule 144(xi) of the General Financial Rules, 2017 — Bidders from Countries Sharing a Land Border with India

(To be submitted on the letterhead of the Bidder. Strike out whichever is not applicable.)

Tender Reference No. NMRC/AFC/AG/2026/009

Name of Work: Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location

Name of Bidder: _____

I/We hereby certify that I/we, M/s _____, have read and understood Rule 144(xi) of the General Financial Rules, 2017, as inserted by Order (Public Procurement No. 1, 2 and 3) dated 23.07.2020 issued by the Department of Expenditure, Ministry of Finance, Government of India, as amended from time to time, and the conditions of eligibility of bidders from countries which share a land border with India, and I/we certify that:

OPTION A

I/We am/are not from such a country; or

OPTION B

I/We am/are from such a country, and I/we am/are registered with the Competent Authority, i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Evidence of valid registration with the Competent Authority is enclosed herewith.

I/We further certify that:

- i. I/We do not have any bidder, member, associate, sub-contractor, agent, consultant or supplier from a country sharing a land border with India who is not registered with the Competent Authority, engaged in connection with this Bid;
- ii. I/We shall not sub-contract any part of the work to a contractor from a country sharing a land border with India unless such contractor is registered with the Competent Authority, and shall obtain the prior written approval of NMRC in every such case;
- iii. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered for this Bid.

I/We understand that if this certificate is found to be false, it shall constitute a ground for immediate termination of the Contract, forfeiture of the Earnest Money Deposit and Performance Security, and such further legal action, including debarment, as NMRC may deem fit.

Signature of the Authorised Signatory: _____

Name: _____

Designation: _____

Date: _____ Place: _____

Name of the Bidder with Seal

Form-13: Declaration of Local Content under the Public Procurement (Preference to Make in India) Order, 2017*(To be submitted on the letterhead of the Bidder)***Tender Reference No. NMRC/AFC/AG/2026/009**

Name of Work: Repair of Automatic Fare Collection (AFC) Gates installed at Noida Metro Stations and Central Location

Name of Bidder: _____

We hereby declare, in terms of the Public Procurement (Preference to Make in India) Order, 2017 issued by the Department for Promotion of Industry and Internal Trade, as amended from time to time, that in respect of the services offered by us against the above-referenced Bid:

Particulars	Details	Remarks
Percentage of local content offered		
Category claimed (Class-I Local Supplier / Class-II Local Supplier / Non-Local Supplier)		
Location(s) at which the local value addition is made		
Name and details of the certifying authority (Statutory Auditor / Cost Accountant), where applicable		

We understand that a Class-I Local Supplier is one whose service offered meets or exceeds the minimum local content prescribed for Class-I Local Suppliers, and a Class-II Local Supplier is one whose service offered meets or exceeds the minimum local content prescribed for Class-II Local Suppliers, in each case as notified by the nodal Ministry for the relevant category.

We further declare that the above information is true and correct, and we undertake to furnish, on demand, such supporting records as may be required to verify the local content declared. We understand that a false declaration shall attract action under Rule 175(1)(i)(h) of the General Financial Rules, 2017, including debarment for a period of up to two years, in addition to the remedies available to NMRC under the Contract.

Signature of the Authorised Signatory: _____

Name: _____

Designation: _____

Date: _____ Place: _____

Name of the Bidder with Seal

Form 14: Bid Details

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

S. No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Format for Power of Attorney/Board Resolution for Authorised Signatory		
5	Form3: Firm Details		
6	Form 4: Work Experience		
7	Form 5: Financial Capability Details A copy of the Audited balance sheets and Profit and Loss Statements for the last 5 (five) financial years		
8	Form 6: Capability Statement		
9	Form7: Declaration of Acceptance of Terms and Conditions and no deviation.		
9	Form8: Undertaking regarding non blacklisting.		
10	Form9:Undertaking from Existing AFC service Provider for software and application support		
11	Form10: Undertaking regarding safety and Do's and Don'ts in the vicinity of 25KV AC Traction Document		
12	Form 11:Format of Performance Security (Bank Guarantee)		
13	Form 12: Certificate under Rule 144(xi) of the General Financial Rules, 2017 — Bidders from Countries Sharing a Land Border with India		
14	Form-13: Declaration of Local Content under the Public Procurement (Preference to Make in India) Order, 2017		
15	Form 14: Bid Details		
16	Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc.		
17	Self-attested copy of PAN,ITR, GST		
18	Copy of complete Tender Document and Corrigendum/Addendum if any signed by Authorized Signatory on each page		
19	Any other document asked by the employer if submitted, specify the document or Any other document which the Tenderer considers relevant		

Section 8: Draft Contract Agreement

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

AND

.....having its registered office at....., represented by.....(herein after called the "**Contractor**", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part. WHEREAS the employer 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 employer and the Contractor agree as follows:

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

Reference:

- (i) Tender No. Dated.....
- (ii) Bid Documents duly accepted and submitted by dated.....
- (iii) The Bidding Documents which include all the Sections specified below:
 - a. Section 1: General Information
 - b. Section 2: Terms of Reference
 - c. Section 3: Instructions to Bidders
 - d. Section 4: Eligibility, Evaluation and Selection Process
 - e. Section 5: Special conditions of Contract /General Conditions of Contract (GCC) of NMRC
 - f. Section 6: BoQ
 - g. Section 7: Forms
 - h. Section 8 : Contract Agreement
- (iv) Amendments/Corrigendum/Addendum issued by NMRC, if any.
- (v) Notice of Award(.....) issued by NMRC
- (vi) Letter of acceptance of NOA (.....) given by (.....) to NMRC.
- (vii) Any other admitted correspondence documents between NMRC and the Bidder

3. Duration of Contract

The Employer intends to appoint a Contractor to NMRC for a period of 15 Months.

4. Price Schedule

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

5. The courts at District Gautam Buddha Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
6. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works/ 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 Employer 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

Name of the official

Stamp/Seal of the Contractor

In the presence of:

Sign of Witness 1_____

Name_____

Address_____

Sign of Witness 2_____

Name_____

Address_____

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

Name of the official

Stamp/Seal of the Employer

In the presence of:

Sign ofWitness1_____

Name_____

Address_____

Sign ofWitness2_____

Name_____

Address_____
