

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

## **REQUEST FOR PROPOSAL (RFP)**

**E tender No. NMRC/Stn./CF&WWS/80R1/2019**

**Contract No.**

**Customer Facilitation and Watch & Ward Services at NMRC Stations,  
RSS& Depot.**

**JUNE 2019**

**Issued by:**

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

## **Disclaimer**

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “Customer Facilitation and Watch & Ward Services at NMRC Stations, RSS& Depot” contains brief information about the scope of work and selection process for the Bidder (‘the Contractor’ or “the Tenderer” or “the Applicant”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

## Glossary

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

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

**Data Sheet**

1	Name of the Bid	RFP for Customer Facilitation and Watch & Ward Services at NMRC Stations, RSS& Depot
2	Approximate Cost of Work	INR 35.4 Crore (including GST)
3	Time-period of contract	4 (Four) years
4	Method of selection	Cost Based Selection (Lowest –L1)
5	Bid Processing Fee	INR 23,600/- (including GST) (Rupees Twenty Three Thousand Six Hundred) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
6	Ernest Money Deposit (EMD)	INR 35.4 Lakh /- (Thirty Five Lakh Forty Thousand only)
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Corporation's official for addressing queries and clarifications	GM (Technical) Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: <a href="mailto:nmrcnoida@gmail.com">nmrcnoida@gmail.com</a> Website:www.nmrcnoida.com, <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	<b>Schedule of Bidding Process</b>	
	Task	Key Dates
	Uploading of Bid	10.07.2019
	Pre-bid Meeting	17.07.2019 , 11.00 hrs (IST)
	Last date of receipt of Pre-bid queries	18/07/2019
	Last date of issuing amendment, if any	19.07.2019
	Last Date of Bid Submission	24.07.2019 , 14.00 hrs (IST)
Date of Technical Bid Opening	24.07.2019, 15.00 hrs (IST)	
13	Consortium to be allowed	Yes
14	Account details	<b>For Bid Processing Fee &amp; EMD</b> State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 <b>A/c No. 37707840592</b> <b>Noida Metro Rail Corporation Ltd.</b>

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

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

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

The tenderers seeking exemption from 'tender security', being MSEs, shall ensure their eligibility w.r.t above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration i.e. "Customer Facilitation / watch and ward Services" and Terminal Validity of registration.

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

No further clarification shall be sought on the above.

1. In case bidder is a JV/Consortium, then registration of bidder with the bodies mentioned above must be in the name of JV/Consortium.
2. In case the bidder who has been exempted Tender Cost/Tender Security being Micro & Small Enterprise, and;
  - (i) withdraws his Tender during the period of Tender validity; or
  - (ii) becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
  - (iii) refuses or neglects to execute the contract; or
  - (iv) fails to furnish the required Performance Security within the specified time,

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

Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.

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## 1. Section 1: General Information

### 1.1. Background

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. The Company desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Company is to help create an efficient, safe, reliable, economical and affordable public transport system
- c. An elevated metro line between Noida and Greater Noida is already in operation.
- d. NMRC invites E-Bids for selection of Contractor for granting the Contract for Customer Facilitation and Watch & Ward Services at NMRC Stations.
- e. In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this Request for Proposal Document.
- f. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted. Financial proposal of only qualified Bidders will be opened.
- g. The Successful Bidder shall provide the services as described in Section 2: Terms of Reference.

### 1.2. About Locations

The metro corridor is 29.7 km long and is known as Noida Greater Noida Metro Rail Corridor. It comprises 21 metro stations starting from Noida Sector 51 in Noida and ends up at Depot Station in Greater Noida. The Customer Facilitation and Watch & Ward Services will be required for the following stations and locations. The map is in Appendix 1: Metro Alignment.

S.NO.	Name of the Station
1.	Noida Sector 51
2.	Noida Sector 50
3.	Noida Sector 76
4.	Noida Sector 101
5.	Noida Sector 81
6.	NSEZ Station
7.	Noida Sector 83
8.	Noida Sector 137
9.	Noida Sector 142
10.	Noida Sector 143
11.	Noida Sector 144
12.	Noida Sector 145
13.	Noida Sector 146
14.	Noida Sector 147
15.	Noida Sector 148
16.	Knowledge Park II
17.	PariChowk

<b>S.NO.</b>	<b>Name of the Station</b>
18.	ALPHA 1
19.	DELTA 1
20.	GNIDA Office
21.	Depot Station
22	RSS at NSEZ
23	RSS at 148
24	Depot
25	Staff quarters

### **1.3. Communication**

All communications should be addressed to:  
GM (Technical)  
Noida Metro Rail Corporation (NMRC) Limited  
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,  
Noida -201301  
District GautamBudh Nagar, Uttar Pradesh  
Email: nmr-cnoida@gmail.com

## 2. Section 2: Terms of Reference

### 2.1. Scope of Customer Facilitation and watch & ward Services at NMRC Stations, RSS & Depot

#### 1.0 Objective

The objective of the contract is to provide Customer Facilitation and Watch & Ward Services at metro stations of Noida Metro Rail Corporation Ltd and associated locations for specified time period, and to fulfill all statutory requirements as stipulated in the Contract. In full recognition of this objective, and with full acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the execution of the Services.

#### 2.0 Scope of Work

##### Part-A (Customer Facilitation Services)

Contractor shall be required to execute the Customer Facilitation Services with its own suitable uniformed and trained manpower with the specifications as determined by NMRC. The services may be required at the metro stations and other locations, as deemed fit, by NMRC. Brief of the required services, working requirement and area of deployment is detailed as under: -

2.1 The contractor shall provide Customer Facilitation Services to NMRC by deploying failsafe measures, providing early warning and mobilization troubleshooting elements thereby ensuring:

- a) Protection of NMRC's property, personnel & passengers against harm/theft/damage.
- b) Manning NMRC's Automatic Fare Collection (AFC) Gates for prevention of token loss and to guide/inform passengers regarding use of AFC Gates and penalties in case of violation.
- c) Crowd management at Platforms, Lifts, Escalator, Circulating Area etc.
- d) Guidance to commuters regarding NMRC system, behaviour & etiquettes.
- e) Obtaining and recording different commuter services data.
- f) Regulate access control at nominated places of deployment, prevent misuse of premises and facilities, prevent trespassing, unauthorized parking, unauthorized construction, prevent squatting in NMRC premises, vandalism and throwing of garbage in NMRC area, prevent littering and ensuring cleanliness`.
- g) Undertake fire fighting operations with available equipment and resources.
- h) Regulate parking of vehicles in parking lots and around designated areas of NMRC.
- i) Any other job as assigned by NMRC.

2.2 The personnel will be required to ensure cleanliness in and around their workplace.

2.3 The period of contract shall be for a period of 48 months (04 Years) [may be extended up to a period of 06 months further after reviewing the performance of contractor].

2.4 The above services may be required in the stations of Noida Metro (as a whole or in part) Besides above, the services may be required at any other section / location as determined by NMRC Ltd. It may, however, be noted that actual utilization may vary, based on NMRC's requirement.

2.5 The man day (deployment) is for 9 hours shift including 01 hour break for Lunch, Tea and Rest. The requirement of Customer Facilitation Personnel and Supervisor shall be fixed by NMRC from time to time depending on the requirement / traffic pattern at different stations / locations of NMRC Ltd.

2.6 The contractor may be asked to provide additional trained and uniformed personnel at 1(one) day's advance notice.

2.7 The quantity of items shown in the Commercial Bid is approximate and liable to vary/change during the actual execution of the services. The contractor shall be bound to carry out and complete the stipulated services irrespective of variation in individual services, at the same rate as specified in the Commercial Bid, except compensating revision in rates on account of revision in Minimum Wages and revision on account of change in GST structure and other statutory items as mentioned in Commercial Bid. The variation can be implemented anywhere in the network of NMRC.

- 2.8 The scope of work under the contract may be reduced/curtailed based on NMRC's requirements as deemed fit. No claim or compensation will be entertained on this account.

### 3.0 General

The Customer Facilitation Personnel and Supervisor shall report to the Station Controller Room of the respective stations / Other Control / Reporting Office at least 15 minutes in advance of the commencement of the shift to complete required formalities.

The Customer Facilitation Personnel and Supervisor should be extremely courteous with very pleasant mannerism in dealing with the Commuters / General Public and they should project an image of utmost discipline.

The Customer Facilitation Personnel and Supervisor shall strictly follow the procedure as approved by NMRC for entering into the NMRC system and also accessing any part / portion of AFC System / Network. If any contractor staff is caught travelling without proper authority / valid ticket then they will be treated travelling without ticket & shall be penalized as per the provisions of The Metro Railways (Operation And Maintenance) Act, 2002.

The Customer Facilitation Personnel and Supervisor shall not accept any gratuity or reward in any shape or form from anybody.

All concerned personnel shall intimate / report any untoward incidents occurring in the station premises to the concerned authority immediately.

After completing the shift duty, all the personnel shall be required to submit duty report to the Station Controller/Controlling Office, if applicable, in the appropriate format as issued to them by NMRC.

Adequate supervision will be provided to ensure correct performance of the Customer Facilitation Services in accordance with the prevailing assignment & instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of contractor deployed at stations the supervisory staff will monitor their areas of responsibility as per the due procedure issued by NMRC. One Supervisory shift shall be @ 50 shifts of Customer Facilitation Personnel; however, NMRC's discretion on deployment of Supervisors will be final. Supervisors should be provided with mobile telephone by contractor for maintaining efficient & regular communication with NMRC representatives.

### 4.0 Deployment

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

### 5.0 Service requirement

The contractor shall provide Customer Facilitation Services to NMRC by deploying failsafe measures, providing early warning and mobilization troubleshooting elements thereby ensuring:

- a) Protection of NMRC's property, personnel & passengers against harm/theft/damage.
- b) Manning NMRC's Automatic Fare Collection (AFC) Gates for prevention of token loss and to guide/inform passengers regarding use of AFC Gates and penalties in case of violation.
- c) Crowd management at Platforms, Lifts, Escalator, Circulating Area etc.
- d) Guidance to commuters regarding NMRC system, behaviour & etiquettes.
- e) Obtaining and recording different commuter services data.
- f) Regulate access control at nominated places of deployment, prevent misuse of premises and facilities, prevent trespassing, unauthorized parking, unauthorized construction, prevent squatting in NMRC premises, vandalism and throwing of garbage in NMRC area, prevent littering and ensuring cleanliness`.
- g) Undertake fire fighting operations with available equipment and resources.
- h) Regulate parking of vehicles in parking lots and around designated areas of NMRC.
- i) Any other job as assigned by NMRC.

## 6.0 Contract Labour Appearance and Requirements

The personnel deployed for the Customer Facilitation Personnel should be qualified and trained in the relevant work and have the knowledge of safety procedures. The contractor shall submit Appendix-4, duly completed by each staff prior to their deployment on work site. The minimum qualification of Customer Facilitation Personnel should be required as mentioned below.

Sl. No.	Category	Minimum Qualification required
1	Supervisor	Graduation
2	Customer Facilitation Personnel	10 <sup>th</sup> pass

The Customer Facilitation Personnel and Supervisor shall acquaint themselves with the station systems at respective Noida Metro Stations / other installations.

The Character and Antecedents of all Customer Facilitation Personnel and Supervisors, before being deployed in NMRC system, shall be got verified from the local police authorities. This is one of the requirements in the Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009. A copy of the CV (Resume) and Character and Antecedent Verification report shall be deposited by the contractor to NMRC.

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

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

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

The Customer Facilitation Personnel and Supervisor should wear / possess the prescribed uniform/accessories as specified in Section-17(2) of Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009.

## 7.0 Training

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

## 8.0 Uniforms, Name badges & Photo identity cards:

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

All Customer Facilitation Personnel and Supervisors shall dress in neat, clean and prescribed uniform with name badge properly displayed. All Customer Facilitation Personnel and Supervisors shall have company issued valid photo identity card. Necessary Personnel protective Equipment shall be provided by the contractor as per the requirement for implementation of ISO 14001 & OHSAS 18001.

## 9.0 Security Requirements

The Character and Antecedents of all the Customer Facilitation Personnel and Supervisors, before being deployed in NMRC system, shall be got verified from the local police authorities. A

copy of the CV (Resume) and Character and Antecedent Verification report shall be deposited by the contractor to NMRC.

Contractor shall note that the services have been charted out in Section-6 of The Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009. All the Rules & Regulations, as in the Private Security Agencies (Regulation) Act, 2005 and the Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009, shall be followed in-to by the Contractor.

Contractor shall submit the undertaking that police verification of each employee and staff is completed before allowing him/her to perform duty. However employee may be permitted to perform duty upto 15 days from the date of issue of authorization list till his/her police verification formalities are completed.

**10. Communication facility:**

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

**11.0 Facilities to be provided by the Employer**

The following facilities will be provided by the Employer: -

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

**12.0 Obligation to the Contractor**

If any damages / loss / theft etc. occurs in the Station premise / area under supervision due to Customer Facilitation Personnel's negligence / failure during the course of duty or otherwise the same shall be the sole responsibility of the contractor and necessary compensation shall be paid by the contractor to NMRC as per the actual cost assessed by NMRC.

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

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

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

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

The contractor shall ensure that personnel deployed under the contract are not members of any union.

Register of shift schedule specifying allocation of duties to the personnel shall be maintained by the contractor. It should be ensured that no manpower has worked for more than one shift of 9 hours including 1 hour break on a day.

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

**13.0 Entry Permit Card for Customer Facilitation Personnel and Supervisor**

The contractor should submit application for Entry Permit card in the prescribe format clearly proving basic details affixing photograph and signature/Thumb impression of concerned staff. Contractor has to pay requisite fee for police verification and cost of card. After receiving police verification report from concerned address of the staff, the Competent Authority of NMRC will issue Entry Permit card of individual staff. In the absence of valid entry permit card, the contractual staff shall not be permitted to enter into the station premises.

**14.0 Compliances**

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

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

Salary / Payment to the contracted employees shall be made by 7<sup>th</sup> of every month by the contractor.

The Customer Facilitation Services Personnel's & Supervisors will be employee of the contractor and all Statutory / Other liabilities will be paid by the contractor such as ESI, PF, Bonus and expenditure on Uniform, etc.

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

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

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

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

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

- (a) Registers of persons employed in Form-A
- (b) Wage Register and Register of overtime (combined) in Form-B
- (c) Deduction Register for Damage or Loss, Fines and Advances in Form-C
- (d) Muster Roll Register in Form-D

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

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

- a. The contractor shall within fifteen days of the commencement or completion of each contract work under each contract submit a return to the Inspector in Form-VIA. CL(R&A)C Rules 25(2)(viii).
- b. The contractor shall end half yearly return in Form-XXIV (in duplicate) to the Dy. CLC office not later than 30 days from close of the half year. CL(R&A)C Rules 82(1).
- c. The contractor shall allow its worker a day of rest every week. (Central Government Minimum Wages Rules).
- d. The contractor shall pay wages to his workmen not below the rate of Minimum Wages as notified by Central Government approved rates, through Bank transfer.

- e. The contractor shall deposit PF contribution in respect to all its employees upto the wage ceiling limit of Rs.15,000/-. The PF shall be computed on Minimum Wages. Splitting of wages will not be allowed.
- f. The contractor shall be covered under ESI act 1948, comply its provisions and facilitate benefits under this act to its workmen.
- g. The contractors shall pay overtime at the rate of double the ordinary rate of wages, when a worker works for more than nine hours on any day or for more than forty-eight hours in any week. (Central Government Minimum Wages Rules).
- h. The contractor shall disburse wages at the presence of Authorized Representative of the Principal Employer (sec-72, CL(R&A)C Rules).
- i. The contractor shall issue wage slips to its workmen at least one day prior to the disbursement of wages. (CL(R&A)C Rules 78(b) Chapter VII) – as per Annexure-11 (standardized proforma).
- j. All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day. CL(R&A)C Rules-67 Chapter-VI.

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

#### **15.0 Recall from NMRC system**

Habitual offenders on discrepancies in service shall be recalled from the NMRC. Further, NMRC shall have the right to recall any person in case of passenger complaints / indulgence in malpractices or as decided by NMRC's representative in case the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases. In case staff is not working / performing to the entire satisfaction of NMRC the contractor may be asked to issue recorded warning with or without penalty/fine.

#### **Part-B(Watch & Ward Services)**

Contractor shall be required to execute the Watch & Ward Services with its own suitable uniformed and trained manpower with the specifications as determined by NMRC. The services may be required at the metro stations and other locations, as deemed fit, by NMRC. Brief of the required services, working requirement and area of deployment is detailed as under: -

- 2.1 The contractor shall provide Watch & Ward Services to NMRC by deploying failsafe measures, Providing early warning and mobilization troubleshooting elements thereby ensuring:
  - a) Protection of NMRC's property, personnel & passengers against harm / theft / damage.
  - b) Regulate access control at nominated places of deployment, prevent misuse of premises and facilities, prevent trespassing, unauthorized parking, unauthorized construction, prevent squatting in NMRC's premises, vandalism and throwing of garbage in NMRC's area, prevent littering and ensuring cleanliness.
  - c) Undertake fire fighting operations with available equipment and resources.
  - d) At ancillary buildings, installations, offices, circulating area of stations etc.
  - e) Night patrolling and surveillance of metro stations.
  - f) Any other job as assigned by NMRC
- 2.2 The personnel will be required to ensure cleanliness in and around their workplace.
- 2.3 The period of contract shall be for a period of 48 months (04 Years) [may be extended up to a period of 06 months further after reviewing the performance of contractor.

- 2.4 The above services may be required in the stations of Noida Metro (as a whole or in part) besides above, the services may be required at any other section / location as determined by NMRC Ltd. It may, however, be noted that actual utilization may vary, based on NMRC's requirement.
- 2.5 The man day (deployment) is for 9 hours shift including 01 hour break for Lunch, Tea and Rest. The requirement of Watch & Ward Personnel and Supervisor shall be fixed by NMRC from time to time depending on the requirement / traffic pattern at different stations / locations of NMRC Ltd.
- 2.6 The contractor may be asked to provide additional trained and uniformed personnel at 1(one) day's advance notice.
- 2.7 The quantity of items shown in the Commercial Bid is approximate and liable to vary/change during the actual execution of the services. The contractor shall be bound to carry out and complete the stipulated services irrespective of variation in individual services, at the same rate as specified in the Commercial Bid, except compensating revision in rates on account of revision in Minimum Wages and revision on account of change in GST structure and other statutory items as mentioned in Commercial Bid. The variation in the quantities under the contracts shall be limited to 10% of the total tendered quantities (9 hours shift including 01 hour break for Lunch, Tea and Rest as mentioned at A2.5 above). The variation can be implemented anywhere in the network of NMRC.
- 2.8 The scope of work under the contract may be reduced/curtailed based on NMRC's requirements as deemed fit. No claim or compensation will be entertained on this account.

### **3.0 General**

The Watch & Ward Personnel and Supervisor shall report to the Station Controller Room of the respective stations / Other Control / Reporting Office at least 15 minutes in advance of the commencement of the shift to complete required formalities.

The Watch & Ward Personnel and Supervisor should be extremely courteous with very pleasant mannerism in dealing with the Commuters / General Public and they should project an image of utmost discipline.

The Watch & Ward Personnel and Supervisor shall strictly follow the procedure as approved by NMRC for entering into the NMRC system and also accessing any part / portion of AFC System / Network. If any contractor staff is caught travelling without proper authority / valid ticket then they will be treated travelling without ticket & shall be penalized as per the provisions of The Metro Railways (Operation & Maintenance) Act, 2002.

The Watch & Ward personnel and Supervisor shall not accept any gratuity or reward in any shape or form from anybody.

All concerned personnel shall intimate / report any untoward incidents occurring in the station premises to the concerned authority immediately.

After completing the shift duty, all the personnel shall be required to submit duty report to the Station Controller/Controlling Office, if applicable, in the appropriate format as issued to them by NMRC.

Adequate supervision will be provided to ensure correct performance of the Watch & Ward Services in accordance with the prevailing assignment & instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of contractor

deployed at stations the supervisory staff will monitor their areas of responsibility as per the due procedure issued by NMRC. One Supervisory shift shall be @ 50 shifts of Watch & Ward Personnel; however, NMRC's discretion on deployment of Supervisors will be final. Supervisors should be provided with mobile telephone by contractor for maintaining efficient & regular communication with NMRC representatives.

#### 4.0 Deployment

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

#### 5.0 Service requirement

The contractor shall provide Watch & Ward Services to NMRC by deploying failsafe measures, Providing early warning and mobilization troubleshooting elements thereby ensuring:

- a) Protection of NMRC's property, personnel & passengers against harm / theft / damage.
- b) Regulate access control at nominated places of deployment, prevent misuse of premises and facilities, prevent trespassing, unauthorized parking, unauthorized construction, prevent squatting in NMRC's premises, vandalism and throwing of garbage in NMRC's area, prevent littering and ensuring cleanliness.
- c) Undertake fire fighting operations with available equipments and resources.
- d) At ancillary buildings, installations, offices, circulating area of stations etc.
- e) Night patrolling and surveillance of metro stations.
- f) Any other job as assigned by NMRC.

#### 6.0 Contract Labour Appearance and Requirements

The personnel deployed for the Watch & Ward Personnel should be qualified and trained in the relevant work and have the knowledge of safety procedures. The contractor shall submit Appendix-4, duly completed by each staff prior to their deployment on work site. The minimum qualification of Watch & Ward Personnel should be required as mentioned below.

SI. No.	Category	Minimum Qualification required
1	Supervisor	Graduation
2	Watch & Ward Personnel	10 <sup>th</sup> pass
3	Armed Guard	10 <sup>th</sup> pass

Minimum height of the Watch & Ward Personnel shall be 160 cms for male and 150 cms for females. Training, other physical standards and other requirements shall be as in Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009.

The Watch & Ward Personnel and Supervisor shall acquaint themselves with the station systems at respective Noida Metro Stations / other installations.

The Character and Antecedents of all Watch & Ward Personnel and Supervisors, before being deployed in NMRC system, shall be got verified from the local police authorities. This is one of the requirements in the Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009. A copy of the CV (Resume) and Character and Antecedent Verification report shall be deposited by the contractor to NMRC.

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

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

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

The Watch & Ward Personnel and Supervisor should wear / possess the prescribed uniform/accessories as specified in Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009.

The Watch & Ward Personnel and Supervisor deputed by the contractor shall conform to physical fitness standards as charted out in Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009

## **7.0 Training**

The Watch & Ward Personnel and Supervisor deputed by the contractor should be adequately trained in related services. Contractor shall note that the services have been charted out in Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009.

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

## **8.0 Uniforms, Name badges & Photo identity cards:**

The contractor shall be required to provide the Uniform (design approved by NMRC), at its own cost to all the personnel deployed under the contract, and in addition High Visibility Vest shall be provided to the personnel who may be required to wear the same while performing duty at the

Station Platforms. Proper record should be maintained by the contractor for supply of Uniform, free of cost, to its personnel with their acknowledgment and the same should be produced before NMRC for verification.

All Watch & Ward Personnel and Supervisors shall dress in neat, clean and prescribed uniform with name badge properly displayed. All Watch & Ward Personnel and Supervisors shall have company issued valid photo identity card. Necessary Personnel protective Equipments shall be provided by the contractor as per the requirement for implementation of ISO 14001 & OHSAS 18001.

## **9.0 Security Requirements**

The Character and Antecedents of all the Watch & Ward Personnel and Supervisors, before being deployed in NMRC system, shall be got verified from the local police authorities. A copy of the CV (Resume) and Character and Antecedent Verification report shall be deposited by the contractor to NMRC.

Contractor shall note that the services have been charted out in Section-6 of The Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009. All the Rules & Regulations, as in the Private Security Agencies (Regulation) Act, 2005 and the Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009, shall be followed in-to by the Contractor.

Contractor shall submit the undertaking that police verification of each employee and staff is completed before allowing him/her to perform duty. However employee may be permitted to perform duty up to 15 days from the date of issue of authorization list till his/her police verification formalities are completed.

## **10. Communication facility:**

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

## **11.0 Facilities to be provided by the Employer**

The following facilities will be provided by the Employer: -

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

## **12.0 Obligation to the Contractor**

If any damages / loss / theft etc. occurs in the Station premise / area under supervision due to Watch & Ward Personnel's negligence / failure during the course of duty or otherwise the same shall be the sole responsibility of the contractor and necessary compensation shall be paid by the contractor to NMRC as per the actual cost assessed by NMRC.

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

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

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

Contractor will maintain all record of property & equipments of NMRC handed over to him for use or under his control. Any damage or loss caused by contractor's persons to the property & equipments of NMRC Ltd. in whatever form may be recovered from the contractor. Contractor shall not be held responsible for the damages/sabotage caused to the property of NMRC due to the trade union / riots / mobs / armed dacoit activities or any other event of force majeure.

The contractor shall ensure that personnel deployed under the contract are not members of any union.

Register of shift schedule specifying allocation of duties to the personnel shall be maintained by the contractor. It should be ensured that no manpower has worked for more than one shift of 9 hours including 1 hour break on a day.

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

### **13.0 Entry Permit Card for Watch & Ward Personnel and Supervisor**

The contractor should submit application for Entry Permit card in the prescribe format clearly proving basic details affixing photograph and signature/Thumb impression of concerned staff. Contractor has to pay requisite fee for police verification and cost of card. After receiving police verification report from concerned address of the staff, the Competent Authority of NMRC will issue Entry Permit card of individual staff. In the absence of valid entry permit card, the contractual staff shall not be permitted to enter into the station premises.

### **14.0 Compliances**

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

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

Salary / Payment to the contracted employees shall be made by 7<sup>th</sup> of every month by the contractor.

The Watch & Ward Services Personnel's & Supervisors will be employee of the contractor and all Statutory / Other liabilities will be paid by the contractor such as ESI, PF, Bonus and expenditure on Uniform, etc.

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

other contract with NMRC and deposit the amount in the name of the contractor with RPF, with an advice to RPF, duly furnishing particulars of labour engaged for NMRC works.

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

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

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

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

- (c) Registers of persons employed in Form-A
- (d) Wage Register and Register of overtime (combined) in Form-B
- (e) Deduction Register for Damage or Loss, Fines and Advances in Form-C
- (f) Muster Roll Register in Form-D

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

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

- g. The contractor shall within fifteen days of the commencement or completion of each contract work under each contract submit a return to the Inspector in Form-VIA. CL(R&A)C Rules 25(2)(viii).
- h. The contractor shall end half yearly return in Form-XXIV (in duplicate) to the Dy. CLC office not later than 30 days from close of the half year. CL(R&A)C Rules 82(1).
- i. The contractor shall allow its worker a day of rest every week. ( Central Government Minimum Wages Rules).
- j. The contractor shall pay wages to his workmen not below the rate of Minimum Wages as notified by Central Government approved Rates, through Bank transfer.
- k. The contractor shall deposit PF contribution in respect to all its employees upto the wage ceiling limit of Rs.15,000/-. The PF shall be computed on Minimum Wages. Splitting of wages will not be allowed.
- l. The contractor shall be covered under ESI act 1948, comply its provisions and facilitate benefits under this act to its workmen.
- m. The contractors shall pay overtime at the rate of double the ordinary rate of wages, when a worker works for more than nine hours on any day or for more than forty-eight hours in any week. (Central Government Minimum Wages Rules).
- n. The contractor shall disburse wages at the presence of Authorized Representative of the Principal Employer (sec-72, CL(R&A)C Rules).
- o. The contractor shall issue wage slips to its workmen at least one day prior to the disbursement of wages. (CL(R&A)C Rules 78(b) Chapter VII) – as per Annexure-11 (standardized proforma).
- p. All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day. CL(R&A)C Rules-67 Chapter-VI.

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

### 15.0 Recall from NMRC system

Habitual offenders on discrepancies in service shall be recalled from the NMRC. Further, NMRC shall have the right to recall any person in case of passenger complaints / indulgence in malpractices or as decided by NMRC's representative in case the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases. In case staff is not working / performing to the entire satisfaction of NMRC the contractor may be asked to issue recorded warning with or without penalty/fine.

### 2.2. Tenure

The tenure for Customer Facilitation and Watch & Ward Services at NMRC Stations Contract Agreement shall be for a period of 04 (Four) years, which shall be extendable by 6 months, after reviewing the performance of the Contractor and depending upon the requirement and administrative convenience of NMRC in mutual agreement with the Bidder.

### 2.3. Personnel

The personnel deployed for the Customer Facilitation and Watch & Ward Services at NMRC Stations operations should be qualified and trained in the relevant work and have the knowledge of safety procedures. The contractor shall submit to Employer requirement duly completed by each staff prior to their deployment on work site. The minimum qualification and experience of personnel should be as mentioned below.

#### Deployment of Tentative. No. Personnel for the Customer Facilitation and Watch & Ward Personnel

S. No.	Description	Tentative No. of Personnel to be deployed for Aqualine per day	Minimum Qualification required	Minimum Experience required in Similar Works
1	Security guard (Male frisking)	42	10 <sup>th</sup> pass	
2	Security guard (Female Frisking)	84	10 <sup>th</sup> pass	
3	Security (X-Ray)	42	10 <sup>th</sup> pass	
4	Security Guard (Depot & Staff Quarters)	6	10 <sup>th</sup> pass	
5	Customer Facilitation Personnel	42	10 <sup>th</sup> pass	
6	Armed Guards	4	10 <sup>th</sup> pass	
7	RSS Guards	6	10 <sup>th</sup> pass	
8	Supervisor	7	Graduation	

- a. No Deviation in the Deployment of Tentative number of personnel for the Customer Facilitation Services and Watch & Ward shall be acceptable. If any Tenderer proposes deviation in the Tender, such Tender shall not be considered and shall be rejected.

- b. The Tentative numbers of personnel as mentioned above are required to be deployed on a daily basis as specified in this Tender.
- c. The Tentative number of personnel required to be deployed (i.e. 233 Customer Facilitation Services and Watch & Ward personnel) have to be physically deployed on every day basis and therefore any personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the contractor as per the Statutory norms or rules etc. as applicable.
- d. The CVs of the Customer Facilitation Services and Watch & Ward personnel are to be submitted at office of the nominated NMRC official staff and intimate the office of the Engineer.

#### **2.4. Specifications**

The deployment of minimum number of personnel for the Customer Facilitation and Watch & Ward Services purpose for the package is mentioned in Appendix 2.

### 3. Section 3: Instructions to Bidders

#### 3.1. General instructions

- a. A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a J.V. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. A tenderer can be a sub-contractor while submitting a bid individually or as a partner of a JV in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- b. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- c. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- d. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.
- e. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e - Bid.
- f. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Corporation and/or by sending written queries to NMRC before the last date for receiving queries/clarifications.
- g. NMRC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.
- h. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).
- i. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - i. A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the project;
  - ii. A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in sub paragraph above; or
  - iii. A tenderer lends, or temporarily second his personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.

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

- a. The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b. This tender document is available on the web site <http://etender.up.nic.in> or on NMRC website ([www.nmrcnoida.com](http://www.nmrcnoida.com)) to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee of as mentioned in **Data Sheet** through RTGS/NEFT only payable in favor of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Tender processing fee as mentioned in **Data Sheet** will be non-refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

### 3.1.2. Acknowledgement by Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

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

### 3.1.3. Availability of Bid Document

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

### 3.1.4. Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the GM (Technical), NMRC **only before or during Pre-Bid Meeting** held at NMRC. The envelopes/ communication shall clearly bear the following identification/ title: "**Queries/ Request for Additional Information: RFP for Customer Facilitation and Watch & Ward Services at NMRC Stations, RSS & Depot**". The responses will be posted to all such queries on the official Website [www.nmrcnoida.com](http://www.nmrcnoida.com). NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.

- c. A pre- submission meeting shall be called on the date mentioned in **Data Sheet** at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ e-Tendering website.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- e. However, NMRC shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Section 5.14 of this e-Bid document under Fraud and Corrupt Practices.
- f. The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- g. The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

### 3.1.5. Amendment of e-Bid Document

- a. At any time prior to the deadline for submission of e-Bid, NMRC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website [www.nmrcnoida.com](http://www.nmrcnoida.com). The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- b. It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> and NMRC's website [www.nmrcnoida.com](http://www.nmrcnoida.com) from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, NMRC shall not be responsible for it.
- c. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, NMRC, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website [www.nmrcnoida.com](http://www.nmrcnoida.com).

## 3.2. Preparation and submission of Bids

### 3.2.1. Language of e-Bid

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

### 3.2.2. Documents constituting the e-Bid

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

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

- i. **Fee details** - Details of Bid processing fee and prescribed EMD
- ii. **Eligibility details** - Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder

has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.

- iii. **Technical evaluation** - Details of all documents needed for Technical evaluation as mentioned in this RFP

**b. Financial e-Bid -**

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

**3.2.3. Documents establishing Bidder's Qualification**

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

**3.2.4. E-Bid form**

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

**3.2.5. E-Bid Currency**

Prices shall be quoted in Indian Rupees only.

**3.2.6. Formats and Signing of e-Bid**

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

**3.2.7. Deadline for submission of e-Bid**

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

**3.2.8. Submission of e-Bid**

- a. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by NMRC.

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

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

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

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

- c. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).
- d. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- e. Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF/XLS files already prepared

and stored in the Bidder's computer. The required documents for each document label of technical ( fee details, qualification details, e-Bid form and technical specification details) and financial ( e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

- f. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- g. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- h. NMRC reserves the right to cancel any or all e-Bids without assigning any reason.

#### 3.2.9. Late e-Bid

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

#### 3.2.10. Withdrawal and resubmission of e-Bid

- a. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.
- b. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- c. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be

resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.

- d. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

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

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

**3.2.12. Period of validity of e-Bid**

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

**3.2.13. Correspondence with the Bidder**

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

**3.3. Earnest Money Deposit**

**3.3.1. Earnest money deposit (EMD)**

- a. The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. 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 with the Corporation.
- h. In case of joint venture/consortia, Bank Guarantee/FDR for tender security shall be in the name of joint venture/consortia and not in name of individual members.

### **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.

#### **3.4.3. Correction of Errors**

- a. Financial Bids determined to be responsive will be checked by NMRC for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.

- b. The amount stated in the Financial Bid will be adjusted by NMRC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture in accordance with Clause 3.3.1g.

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

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

#### 3.4.5. Contacting NMRC

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

#### 3.4.6. Confidentiality

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

### 3.5. Award of Contract

#### 3.5.1. Award Criteria

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

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

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

**3.5.3. Signing of contract**

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

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

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

## 4. Section 4: Eligibility, Evaluation and Selection Process

### 4.1. Eligibility Criteria

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

- a. Sole proprietorship, registered partnership firm, public limited company, private limited company or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India.
- b. The Bidder should have a minimum experience of having satisfactorily completed similar works during last 5 (Five) years period ending last day of month previous to the one in which the bids are invited should be either of the following:
  - i. One similar completed work costing not less than the amount equal to Rs.7.08 crore (Seven crore Eight Lakh Rupees only)or
  - ii. Two similar completed works each costing not less than the amount equal to Rs. 4.42 crores (Four crore Forty Two Lakh Rupees only)or
  - iii. Three similar completed works each costing not less than the amount equal to Rs. 3.54 crore (Three Crore Fifty Four Lakh Rupees only)
- c. Agencies having **The Private Security Agencies (Regulation) Act (PSARA),2005** Certification in Delhi or Uttar Pradesh.

**Definition of Similar Works - Works involving Customer Facilitation and watch & ward Services in Railways/Metros/Airports/Bus Depots/Office Premises/Shopping Malls/ Hospitals/ Hotels/ Institutes utilizing similar manpower.**

*In case of JV/ Consortium- Full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in Consortium having different constituents, then the value of work as per their percentage participation in such Consortium shall be considered. This is to be substantiated with documentary evidence.*

- d. The Bidder should have minimum Average Annual Turnover from similar work of Rs. 7.08 crore (Seven crore Eight Lakh Rupees only) in the last 3 (three) Financial Years (2015-2016, 2016-17, 2017-18) preceding the Bid Due Date.

*In case of JV/ Consortium - The averages annual turnover of JV will be based on percentage participation of each member.*

*Example: Let member1 has percentage participation = M and Member 2 has percentage = N, Let the averages annual turnover of member 1 is A and that of member 2 is B, then average annual turnover of JV will be =  $(AM+BN)/100$*

- e. The Bidder should have minimum Net worth of Rs1.77Crore(One Crore Seventy Seven Lakh Rupees only) in last audited Financial Year.

*In case of JV/ Consortium- Net worth will be based on the percentage participation of each Member.*

*Example: Let Member 1 has percentage participation = M and Member 2 has = N. Let the Net worth of Member 1 is A and that of Member 2 is B, then the Net worth of JV will be =  $(AM+BN)/100$ .*

- f. The Bidder should have Positive Profit before Tax in at least 2 (two) years, out of the last 3 (three) Financial Years (2015-2016, 2016-17, 2017-18)

*In Case of JV/ Consortium: The profitability of only lead member shall be evaluated.*

- g. The Bidder should be registered with Labour Department for supply of manpower.  
*In case of JV/ Consortium: All Members should be registered with Labour Department for supply of manpower.*
- h. The Bidder must have at least 300 personnel and it should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts in India.  
*In case of JV/ Consortium: All Members must be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts in India.*
- i. The Bidder must have either the Registered Office or the functional Branch Office located in Delhi NCR.  
*In case of JV/ Consortium: Any one Member must have either the Registered Office or the functional Branch Office located in Delhi NCR.*
- j. The Bidder should be registered with the Goods and Services Tax Authorities.  
*In case of JV/ Consortium: All Members should be registered with the Goods and Services Tax Authorities*
- k. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfillment of Contractual obligation in last 5 (five) financial years.  
*In case of JV/ Consortium: All Members should provide the Undertaking*

In case of a Bid by a Consortium of firms, following shall be abided by (failing which shall result in the disqualification of the Bidder)-

- i. The Lead Member of the Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the Consortium during full tenure of Agreement.
- ii. Any change in percentage stake of Consortium members without prior written approval of NMRC shall be treated as Material Breach of Contract and Contractor's Event of Default entitling NMRC to encash Security Deposit/Performance Security and /or to terminate the Agreement after 30 days notice.
- iii. Minimum percentage stake of any member in Consortium during contract period shall not be less than 15%.
- iv. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of Consortium.
- v. All members of such entity shall be jointly and severally liable for the due performance of Agreement.

**The Bidder shall also furnish the following documentary proof (for all members in case of JV/ Consortium, as per eligibility criteria):**

- a. For above criteria 4.1a
  - i. Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc.
  - ii. Articles of Association and Memorandum of Association (if applicable)
- b. For above criteria 4.1b
  - i. Form 4: Work Experience with documentary evidence
- c. For above criteria 4.1d,e,f
  - i. Form 5: Financial Capability Details

- ii. A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years  
In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared."
- iii. Self attested copy of PAN, ITR
- d. For above criteria 4.1g
  - i. Self-attested copy of certificate of Labour Department for supply of manpower
- e. For above criteria 4.1h
  - i. Self-attested copy of ESI and EPF registration certificate
  - ii. 10.13.Form 13: Personnel Details  
(Self-attested copy of EPF registration number with Challan copy of the EPF submitted for at least 300 personnel; Self-attested copy of ESI registration number with Challan copy of the ESI submitted for at least 300 personnel)
- f. For above criteria 4.1i
  - i. Proof of Registered Office or the functional Branch Office located in Delhi NCR
- g. For above criteria 4.1j
  - i. Copy of GST registration certificate
- h. For above criteria 4.1k
  - i. 10.8.Form8: Undertaking

#### 4.2. Bid Criteria

The Bidders will be qualified only if their available bid capacity is more than the approximate cost of work as per RFP (Refer 10.6.Form 6: Bid Capacity Information). Available bid capacity will be calculated based on the following formula:

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

Where,

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

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

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

In the case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % is not provided, equal participation will be assumed.

Example for calculation of bid capacity in case of JV / Group

Suppose there are 'P' and 'Q' members of the JV / group with their participation in the JV/ group as 70% and 30% respectively and available bid capacity of these members as per above formula individually works out 'X' and 'Y' respectively, then Bid Capacity of JV / group shall be as under:

Bid Capacity of the JV / group =  $0.7X + 0.3Y$ .

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

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

- a. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- b. The Bidder satisfying the criteria under Clause 4.1 shall be considered as qualified.
- c. The financial proposal of only qualified Bidders shall be opened for evaluation.
- d. The Bidder with the lowest quoted price for the entire term of 04 years in the financial quote (L1 bidder) shall be selected for the award of contract.

#### **4.4. Selection of Bidder**

NMRC shall award the Contract for Customer Facilitation and Watch & Ward Services at NMRC Stations to the Lowest Tenderer (L1 bidder), whose tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents.

- a. In case, two or more technically qualified bidders quote the same rate
- b. in the Commercial Bid, and become Lowest (i.e. L-1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover from 'Similar Works' (as per Minimum Eligibility Criteria defined in Section 4 under "Definition of Similar Work") during the last 3 years ending on the last day of the month preceding the month in which the tender has been floated. Experience certificate / work completion certificate on client's letter head is mandatory to ascertain the nature, period and value of work which shall be required to be uploaded by the bidder by the last date of tender submission.
- c. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- d. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA.
- e. No correspondence will be entertained by NMRC from the unsuccessful bidders.

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

- a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- b. The Selected Bidder shall, within 10 (ten) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA
- c. The Successful Bidder shall execute the Contract Agreement within 30 (thirty) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.

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

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

- a. To fulfill the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit **5%** of the Contract Price in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favor of NMRC valid for 5 years within 30 days from Notice of Award. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. In case of extension of tenure by 6 months, the performance bank guarantee shall be extended by 6 months as well.
- b. In case of joint venture/consortium, the Performance Security is to be submitted in the name of the JV / Consortium. However, splitting of the performance security (while ensuring the security is in the name of JV / Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their scope of work is also acceptable.
- c. 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.
- d. 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.
- e. NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
  - i. Any amount which NMRC becomes liable to the Government/Third party due to any default of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.
  - ii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Contractor or any person duly empowered in his behalf.
  - iii. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- f. Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period,

failing which, it shall be treated as Contractor Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement.

#### 4.7. Contract during Proposal Evaluation

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

GM (Technical)  
Noida Metro Rail Corporation (NMRC) Limited  
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,  
Noida -201301  
District Gautam Budh Nagar, Uttar Pradesh  
Email: nmrcnoida@gmail.com

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

#### 4.8. Project Financial Terms

##### 4.8.1. Tenure of Agreement

The tenure for Customer Facilitation and watch & ward Services Contract Agreement shall be for a period of 04 (Four) years from the Commencement Date which has been agreed by the parties.

##### 4.8.2. Schedule of Payment

- a. The payment will be made on a monthly basis as per the accepted rates based on the activities carried out as in the Schedule of work defined in Annexure of tender document.
- b. The value of all work done in accordance with the Contract, and the amount which is finally due, and for the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.
- c. Joint Payment Procedure – Payment shall be made monthly. Attendance of the staff (verifiable record) is maintained at stations on daily basis. Preferably online disbursal of wages of staff/ workers to be done and complied statement to be submitted to NMRC for verification. These records shall be submitted by 25th of each month to enable NMRC to release 75% of due payment for the current month payment may be released by 5th of the next month so that wages shall be paid by 7th of next month by the agency. The detail bills complying all the statutory provisions shall be submitted by 15th of the next month so that balance 25% payment of preceding month shall be released.
- d. No overtime is considered to achieve higher level of safety standards. The tenderer should consider execution of work in shifts as per Employer's Requirement. The agency must ensure timely payment of Salary, PF, ESI etc. and prompt medical facility to sick/injured and to all staff.

- a. The payment of monthly bills will be released only after receipt of documentary evidence towards
  - i. Payments of agreed wages to the personnel deployed in NMRC through Bank Account
  - ii. Details of EPF and ESI amount deposited for the previous month along with copies of challan and list of workers/ employees for which such EPF, ESI contribution amount has been deposited. (It is to be noted that Separate Provident Fund Code No./ ECR to be created for personnel deployed at NMRC ). Copy of bill period month's contract specific EPF Challan, ECR and ESI Challan.
  - iii. Copy of bill period month's contract specific GST Challan /confirmation
  - iv. Necessary undertakings /annexure(s).
  - v. Any other document demanded by NMRC.
- b. A requisite portion of the bill or whole of the bill amount shall be held up till such proofs are not furnished, at the discretion of the NMRC
- c. The payment shall be done after deducting direct/indirect tax and labour cess etc. as applicable.
- d. No amount of interest will be payable by NMRC, in case of delay or on any other count.
- e. Necessary certificate of deduction of Income Tax at source shall be issued and furnished to the Contractor.
- f. Any type of statutory taxes applicable on services under this tender (either in force at present or made applicable in future by a competent order/notification) will be borne by the Contractor and the Corporation would make no extra payment on this account.
- g. No advance payment will be made to the Contractor.

#### 4.8.3. Payment Terms

The Contractor shall preferably be made the payment of the Contract fee and other dues to NMRC by E-Mode i.e. RTGS/NEFT for credit of the designated account of the Contractor.

- a. Payment for manpower shall be made by NMRC in (INR) Indian Rupees against the documents as mentioned in Clause above.
- b. The Rates, Per 9 Hours Shift with 1 hour of break Per Day, accepted by NMRC shall remain fixed/firm through-out the contract period without any variation/escalation, except on account of revision in Minimum Wages as notified by Central Government approved Rates, and will be applicable uniformly for all working days including Weekdays, Weekends, Gazette Holidays, National Holidays, Festivals etc.
- c. For the purpose of On-account payment, the Contractor shall submit detailed duty hours shifts actually carried out at stations/other locations as per NMRC prescribed format for checking and payment, as required. Payment will be effected based on unit rates as approved in the Bill of Quantities.
- d. The contractor shall be required to make a written request, on their company's letter head, for release of 75% of the billing amount corresponding to the services rendered as communicated by concerned office of NMRC. The contractor shall be required to submit the same to concerned office of NMRC within two working days from the date of intimation by concerned office of NMRC about the shifts manned by the contractor. No other document is required to be submitted by the contractor with this request.
- e. In case the contractor fails to submit the completed bill of a particular billing period for which 75% running account payments has been made then running account payment for the subsequent month's services rendered will be reduced to 50%only.

- f. The payment shall be made on a monthly basis for numbers of days /Shifts worked in a month. Payment shall be made only as per attendance recorded in registers in all circumstances. At the end of the month, the contractor shall submit necessary documents & Bill in the standard format for payment.
- g. If the contractor fails to submit the completed bills of a particular month even after lapse of 2 subsequent months then necessary action for termination of the contract shall be initiated.

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

These conditions shall be part of the contract agreement.

### 5.1. General Provisions

#### 5.1.1. Governing law and jurisdiction

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel 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 GautamBuddh Nagar, Uttar Pradesh, India.

#### 5.1.2. Notices

- a. Any notice, request or consent required or permitted to be given or made pursuant to these general conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.
- b. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.
- c. The Contractor shall forthwith notify the Employer of any change in constitution of the firm.

#### 5.1.3. Authorized Representatives

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

#### 5.1.4. Taxes and Duties

- a. The Contractor and their personnel shall pay such direct and indirect taxes (including GST), duties, fees, and other impositions levied under the Government of India Act, the amount of which is deemed to have been included in the Contract Price.
- b. The contractor shall maintain details of SGST/UTGST & CGST paid and submit the following for reimbursement of GST: i. Tax Invoice; GSTR-1 return filled with the respective authority or the form of return as amended by the Central/State Government time to time & copy of challans in regard to deposit of GST; Certificate of the Chartered Accountant in regard to turnover of the contractor relating to NMRC project and deposit of due taxes with respective tax authorities; Relevant abstract of filed GSTR-1 return showing the details of relevant tax invoice submitted by the contractor.

**The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor's in respect thereof, which may arise.**

### 5.2. Commencement, Completion, Modification, Arbitration and Termination of Contract

#### 5.2.1. Effectiveness of Contract

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

#### 5.2.2. Commencement of Services

The Firm shall begin carrying out the Services from the Commencement Date or any such date as specified by the Corporation.

#### 5.2.3. Expiration of Contract

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

#### 5.2.4. Modifications or Variations

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

#### 5.2.5. Force Majeure

- a. Definition: For the purpose of these standard terms, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- b. No Breach of Contract: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- c. Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. Payments: If the Works shall suffer loss or damage due to such Force Majeure, the Contractor shall be entitled to have included, in an Interim Payment Certificate, the Cost of work executed in accordance with the Contract.

#### 5.2.6. Termination of Contract

- a. By the Corporation (NMRC)

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

- i. If the Contractor fails to commence the work within 15 days from date of signing of contract or any other time timeframe as communicated by NMRC in written.
- ii. If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Corporation may have subsequently approved in writing.
- iii. If any information provided by the Contractor in the Bid submission is found to be false later on.
- iv. If the Contractor is not complying with applicable labour laws for the workers/staff deployed on the project.
- v. If the Contractor becomes insolvent or bankrupt.
- vi. If the Contractor, in the judgment of the NMRC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vii. If, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than thirty (30) days.

- viii. If the Corporation, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- ix. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.15.2 hereof.
- x. The Contractor suspends or abandons the operations of the Project without prior consent of NMRC, provided that the Contractor shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) or on account of breach by NMRC of its obligations under this agreement.

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

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

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

b. By the Contractor

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

- i. If the Corporation fails to pay any money due to the Contractor pursuant to the Contract and not subject to dispute pursuant to Clause hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
- ii. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- iii. If the Corporation fails to comply with any final decision reached as a result of arbitration pursuant to Clause 5.15.2 hereof.

5.2.7. Upon Termination of this Agreement for any reason whatsoever

- a. The termination of this Agreement shall not release either party from its obligation 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. Deployment**

The man day (deployment) is for nine hours shift which includes 1 hour break. Timings of the shift are changeable and shall be fixed by NMRC from time to time depending upon the requirement / traffic pattern at different stations / locations of NMRC.

#### 5.4. Contract Labour Appearance and Requirements

- a. The Customer Facilitation and watch & ward personnel shall dress in neat, clean and prescribed uniform with proper name badge prominently displayed.
- b. The Customer Facilitation and watch & ward personnel shall acquaint themselves with the station systems at respective Noida Metro Stations / other installations.
- c. The Character and Antecedents of all the Customer Facilitation and watch & ward Personnel and Supervisors before being deployed in NMRC system, shall be got verified from the local police authorities. A copy of the CV (Resume) and Character and Antecedent Verification report shall be deposited by the Contractor to NMRC before the commencement of the services.

#### 5.5. Obligations of the Contractor

- a. **Conflict of Interests:** The Contractor shall hold the Corporation's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- b. **Prohibition of Conflicting Activities:** The Contractor shall not engage, and shall cause their Personnel as well as their Sub-Firms and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- c. **Confidentiality:** Except with the prior written consent of the Corporation, the Contractor and the Personnel shall not at any time communicate to any person or entity any information, maps, images, reports, etc. acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. This clause shall survive even after expiry of this contract.
- d. **Accounting, Inspection and Auditing:** The Contractor shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.
- e. If any damages / loss / theft etc. occurs in the Station premise / area under supervision due to personnel's negligence / failure during the course of duty or otherwise the same shall be the sole responsibility of the Contractor and necessary compensation shall be paid by the Contractor to NMRC as per the actual cost assessed by NMRC.
- f. The Contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act-1948, Employees State Insurance Act-1948, Employees Provident Fund & Miscellaneous Provisions Act-1952, Contract Labour (Regulation and Abolition) Act-1970 and various other acts as applicable from time to time with regard to the labour / personnel engaged by the Contractor under the contract.
- g. The contractor should have a valid license from concerned labour authorities, under the Contract Labour (Regulation and Abolition) Act-1970, during the entire currency of the contract.
- h. The contractor should have a valid registration with Employees Provident Fund, Employees State Insurance and GST.
- i. The Contractor shall give Basic Training / Familiarization of NMRC's System / Working to his personnel before deploying the same in the NMRC system. However, it may be noted that this period will not be counted as shifts manned by Contractor's personnel for the purpose of payment under the contract.
- j. The Contractor shall indemnify and hold NMRC harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Contractor.

- k. The Contractor shall have his own Establishment / Set-up / Machinery / Mechanism / Training Institute with related Training Aids (or should have tie up with a professional Training Agency), required Vehicles, Execution & Supervision team etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- l. Contractor shall ensure that its personnel shall not at any time, without the consent of NMRC, in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by NMRC and shall not disclose to any person information to the affairs of NMRC.
- m. Contractor shall deploy his personnel only after obtaining NMRC's approval duly submitting Curriculum Vitae (CV) of these personnel to NMRC in advance. For any change in Contractor's personnel, NMRC shall be advised at least one week in advance and Contractor shall be required to obtain NMRC's approval for all such changes along with their CVs.
- n. All necessary reports, records, registers and other information, under the Contract and all other Statutory Laws, shall be deposited by the Contractor on demand by NMRC.
- o. The Contractor will maintain all record of property & equipment of NMRC handed over to him for use or under his control. Any damage or loss caused by Contractor's persons to the property & equipment of NMRC Ltd. in whatever form may be recovered from the Contractor. Contractor shall not be held responsible for the damages/sabotage caused to the property of NMRC due to the trade union / riots / mobs / armed dacoit activities or any other event of force majeure.
- p. The Contractor shall ensure that personnel deployed under the contract are not members of any union.
- q. Attendance register of manpower deployed for the execution of services shall be maintained by the Contractor.
- r. Register of shift schedule specifying allocation of duties to the personnel shall be maintained by the Contractor.

## **5.6. Coordination with Other Contractors**

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

## **5.7. Contractor's Obligations towards Tax Laws**

The Contractor shall ensure full compliance with various Tax Laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements, evidencing filing of returns every year and shall keep NMRC fully indemnified against liability of tax, interest, penalty etc. of the contract in respect thereof, which may arise.

## **5.8. Compliances**

- a. In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, NMRC may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by NMRC from the Contractor.
- b. If any money shall, as a result of any instructions from the Labour Authorities or claim or application made under any of the Labour Laws, or Regulations, is directed to be paid by NMRC, such money shall be deemed to be payable by the Contractor to NMRC within seven days after the same shall have been demanded from the Contractor. NMRC shall be entitled to recover the amount from the Contractor by deduction from money due to the Contractor.

- c. Salary / Payment to the contracted employees shall be made by 7th of every month by the Contractor.
- d. The Team Leader/Supervisor/Customer Facilitation and watch & ward staff will be employee of the Contractor and all Statutory / other liabilities will be paid by the Contractor such as ESI, PF and expenditure on Uniform, etc.
- e. As far as EPF & MP Act, 1952 is concerned, it shall be the duty of the Contractor to deposit the PF subscription, deducted from the payment of the labour engaged and equal amount of contribution made (Employer's Share) with the PF authorities within 7 days of close of every month. Contractor shall give particulars of the employees engaged by him for NMRC works and is required to submit details to NMRC. In any eventuality if the Contractor fails to remit employee / employer's contribution towards PF subscription etc. within the stipulated time, NMRC is entitled to recover the equal amount from any money due or accrue to the Contractor under this or any other contract with NMRC and deposit the amount in the name of the Contractor with RPFCL with an advice to RPFCL, duly furnishing particulars of labour engaged for NMRC works.
- f. During the currency of contract agreement, the Contractor shall abide by all statutory laws.
- g. The Contractor shall, if required by the Employer, deliver to the Engineer or to his office; a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor or his subcontractors on the Site. In case of death of staff, the agency is required to deposit Rs. 1,00,000/in NMRC Labour welfare fund to enable NMRC to release Rs2,00,000/for heir apparent as immediate relief to his dependent. Subsequently agency should facilitate compensation on priority. Violation of these basic provisions shall attract a penalty of 5% of average annual contract value and repeated violations shall lead to termination of contract.

## 5.9. Obligations of Corporation

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

### 5.9.1. Assistance and Exemptions

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

### 5.9.2. Facilities

The following facilities will be provided by NMRC-

- a. One room at the designated location, to be utilized as control for day to day operational requirement, with sufficient lighting arrangement.
- b. Communication facility i.e. Intercom and wireless sets to the personnel as per the NMRC's assessment

## 5.10. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## 5.11. Penalties

- a. For poor quality of Customer Facilitation and watch & ward work i.e. staff not in uniform spot fine for Rs 500/-, can be imposed. In addition to this short deployment of manpower, a spot fine of Rs 5000/- shall be imposed. The penalty may be reviewed by the authority/ official higher than the

- official who levied penalty on written request by the Customer Facilitation and watch & ward agency. Such request should be made within 15 days of the levy of penalty.
- b. This penalty shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.
  - c. The Contractor shall co-ordinate his programs to the extent feasible with the programs of other contractors to be engaged at the site or in the vicinity of the site, as furnished by the Engineer so that the works can be carryout as per the overall programmed.
  - d. Contractor shall maintain the attendance Register for morning, evening night and general shift staff. If the short deployment of staff is noticed deduction shall be as per daily wages for short deployment plus suitable penalty of Rs.1000/- for each short deployment.
  - e. Suitable penalty for theft, loss, missing of sanitary and water supply installation/ equipment, fittings shall be imposed by NMRC. However total penalty should not exceed 10% of contract value.
  - f. Other penalties shall be as per the provisions laid in the tender document

#### **5.12. Security Measures**

- a. Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees. If any employee of contractor is caught stealing NMRC property, a fine of Rs. 50,000/- shall be imposed on the contractor plus recovery of cost of material in addition to the police action against the Customer Facilitation and watch & ward staff. Decision of NMRC shall be final.
- b. Contractor's employees and representatives shall wear identification Badges (cards), uniforms, helmets, gum boots & other safety/protection wear as directed by in charge, and to be provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while at site.
- c. All vehicles used by the Contractor shall be clearly marked with the Contractor's name and identification mark.

#### **5.13. Accidents**

It shall be the entire responsibility of the Contractor to adopt all the safety measures & deploy manpower that is adequately trained in safety. If any accident occurs within the station area due to negligence on the part of the Contractor's personnel or otherwise, it shall be the full responsibility of the Contractor only.

#### **5.14. Fraud and Corrupt Practices**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract Agreement, NMRC may reject a Bid, withdraw the NOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMRC shall be entitled to forfeit & appropriate Bid Security or Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under Bidding Documents and/ or Contract Agreement, or otherwise.
- b. Without prejudice to the rights of NMRC under Clause 5.14 hereinabove and the rights and remedies which NMRC may have under the NOA or the Contract Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by NMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive

practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Contract Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by NMRC during a period of 3 (three) years from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
- i. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - iii. “collusive practices” means a scheme or arrangement between the Contractor, with or without the knowledge of the authority, designed to establish prices at artificial, non-competitive levels;
  - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
- d. Measures to be taken:
- i. The Corporation shall have right to cancel the engagement of the Contractor, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

## **5.15. Settlement of Disputes**

### **5.15.1. 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.

### **5.15.2. Arbitration**

In the event of any dispute and/ or difference whatsoever arising under this contract or in connection therewith, including any question relating to the meaning, scope and interpretation of this Contract or its clause or any alleged breach thereof, the same shall be attempted to be settled by mutual discussions and consultations between the parties hereof. In the event of any such dispute, any/ or difference is not settled in aforesaid manner, then the dispute(s) shall be referred for arbitration.

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

### **5.15.3. Jurisdiction**

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

#### **5.16. Determination or Rescission of Agreement**

NMRC without any prejudice to its right against the Contractor in respect of any delay by notice in writing absolutely determines the contract in any of the following cases:

- a. If the Contractor being a firm/company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make up a winding order.
- b. If the Contractor is in breach of any of terms of Agreement
- c. When the Contractor has made himself liable for action under any of the cases aforesaid the Corporation shall have powers :
  - i. To determine or rescind the Agreement
  - ii. To engage another Contractor to carry out the balance work debiting the Contractor the excess amount if any so spent

#### **5.17. General Indemnity**

The Contractor shall indemnify and hold harmless NMRC, from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his representative or his employees in the execution of the Services. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to:

- a. sickness, or disease, or death of, or injury to any person; and
- b. loss of, or damage to, or destruction of any property including consequential loss of use;

#### **5.18. Miscellaneous**

- a. Insurance and Waiver of Liability- The Contractor will bear the cost, throughout the term of the Contract, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in NMRC premises, including death or injury caused by the sole negligence of the Contractor or the Contractor's failure to perform its obligations under the agreement. The Contractor shall submit to NMRC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Contractor agrees and undertakes to indemnify and hold NMRC harmless against any liability, losses, damages, claims, expenses suffered by NMRC because of such default by the Contractor.
- b. The Contractor shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Contractor will indemnify NMRC Administration for any loss and damages suffered due to violation of its provision.
- c. The Contractor shall comply with the laws of land. NMRC will not be held liable for any change/modification in the laws that adversely affect this Agreement. Contractor shall have no right / claim in this regard, whatsoever the reason may be.
- d. The Contractor hereby indemnifies NMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Contractor or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- e. The Contractor hereby agrees that NMRC shall have no responsibility as regards Contractor employees and the employees shall be the employees of Contractor only and shall not be

construed under any circumstances as employees of NMRC. Contractor hereby indemnifies NMRC against the claims made by Contractor's employees against NMRC.

- f. The Contractor hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Contractor hereby indemnifies NMRC against any liability arising in connection with the employment of its personnel in the said premises by Contractor. Contractor hereby undertakes to carry out police verification of its employees and submit the copy of same to NMRC in accordance with NMRC's policies regulations prevalent at that time.
- g. That no tenancy/sub-tenancy is being created by NMRC in favor of Contractor under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that -
  - i. That the Contractor shall not have or claim any interest in the said premises as a tenant/sub-tenant or otherwise
  - ii. That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by NMRC in favor of Contractor in or in respect of the said premises, except to carry out their activities over the granted space under this Contract Agreement; and
  - iii. That the rights, which Contractor shall have in relation to the said premises, are only those set out in this Agreement.
- h. The relationship between NMRC and Contractor under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between NMRC on the one hand and Contractor on the other hand in connection with and/or relating to business to be operated by Contractor at the said premises
- i. Contractor shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Contractor and these personnel shall at no point of time be construed to be employees of NMRC and the Contractor shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Contractor shall indemnify NMRC from any claims that may arise in connection with above.
- j. Employees conduct - The Contractor shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Contractor shall, within 45 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of equipment installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Contractor shall be required to furnish declaration to NMRC with respect to all his personnel deployed. Further, within 45 days of issue of LOA, Contractor shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to NMRC. All the Contractor's personnel shall be required to possess ID card while working in NMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
- k. The Customer Facilitation and watch & ward Services are provided by the Contractor at the Metro Stations on exclusivity basis. NMRC shall not engage in future any third party for these services in the Metro Stations during the currency of Contract period.

- I. That the Contractor shall appoint a Supervisor whose scope of services with respect to this Contract agreement shall also include following:
  - i. Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
  - ii. Ensure that fire detection and suppression measures were installed inside his premises are kept in good working condition at all times. The Contractor will at any case keep firefighting equipment as per NMRC requirements as indicated by the Fire officer / Authorized representative of NMRC inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipment. The Contractor will be solely responsible for any loss of life or property due to nonfunctional of fire safety facilities in emergencies. The fire officer / authorized personnel, of the Corporation will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the Corporation's fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorized personnel of the Corporation will be borne solely by the Contractor.
  - iii. Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.
- m. That the Contractor shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and NMRC shall not be liable or responsible for any of the act or omissions committed on the part of the Contractor.
- n. In case of restricted availability of power supply / breakdown, the station power requirements would get first priority and this may result in restriction / rostering of power supply to the Contractor in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of NMRC or such causes where the supply of NMRC is affected by a cause or causes over which NMRC has no control, NMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- o. The Contractor voluntarily and unequivocally agrees to provide unfettered and unconditional access to the premises for security checks by security officers of the Corporation and also agrees to comply with all directives as may be given from time to time by the security officers of the Corporation.
- p. Misuse - The Contractor shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Contractor carries on any business or uses the said premises for any other purposes the Contract shall deemed to have been misused and NMRC (Corporation) shall immediately terminate the said agreement. All liabilities for misused charges and misuser proceedings, if so initiated shall be that of the Contractor only. The Contractor will indemnify and keep indemnified NMRC for any losses on this account.
- q. Compliance with the Law - The premises and the appurtenances thereto (except those installed by NMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the Contracted premises. The Contractor at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Contractor shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Fire department. The Contractor shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the MD, NMRC or any official of NMRC. Non-compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination

of contract and forfeiture of interest free security deposit and other payments. Contractor shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi-judicial body / authority. The same shall be the responsibility of Contractor.

## 6. Section 6: Special Conditions of Contract

### 6.1. Special Conditions of Contract (SCC)

SCC Clause No.	Reference to GCC sub-clause	Description
1	Sub-Clause 1.4	<b>CONTRACT AGREEMENT</b> The Form of Contract Agreement shall be in the Schedule 1 to these Special Conditions of Contract
2	Sub Clause 4.2	<b>PERFORMANCE SECURITY</b> If the contract value increases by more than 25% of the original contract value, the Performance Security will be increased accordingly.
3	Sub-Clause 4.4	<b>COORDINATION WITH OTHER CONTRACTORS</b> The contractor shall plan and execute the contractual work in coordination & in co-operation with other contractors working for similar/other contracts.
4	Sub-Clause 4.10	<b>SUFFICIENCY OF TENDER</b> The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender. The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the items of works executed as per BOQ.
5	<b>Sub-Clause 4.27</b>	<b>SECURITY OF THE SITE</b> Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees. A fine of Rs.50000/- shall be imposed on the contractor plus recovery of cost of material in addition to the police action against the Watch & Watch Services Personnel if any employee of contractor is caught stealing NMRC property. Decision of NMRC shall be final.
6	<b>Sub-Clause 6.4</b>	<b>Labour Laws and NMRC Labour Welfare Fund</b> 6.1 The Contractor shall, if required by the Employer, deliver to the Engineer or to his office; a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor for the entire work. The contractor must ensure compliance of all the labour laws including obtaining labour licence and registration of workers with BOCW Board. 6.2 In case of death of staff, the agency is required to deposit Rs.1,00,000/- in NMRC Labour welfare fund to enable NMRC to release Rs.2,00,000/- for heir apparent as immediate relief to his dependent. Subsequently agency should facilitate compensation on priority. Violation of these basic provisions shall attract a penalty of 5% of contract value and repeated violations shall lead to termination of contract.
7	<b>Sub-Clause 6.6</b>	<b>HOUSING FACILITIES</b> The Contractor shall have to make his own arrangements for housing facilities for his staff.
8	<b>Sub-Clause 11.0</b>	<b>Contract Price &amp; Payment</b>

	<b>Sub- Clause 11.1.1</b>	<p><b>Duties, Taxes Octroi, Royalty etc.</b> The contract price, subject to any adjustment thereto in accordance with contract conditions shall be inclusive of duties, levies, royalties etc. including GST which will be paid extra as applicable on production of documentary evidence of paid taxes linking with invoice issued to NMRC. The benefit of reduction in taxes and duties if any would be passed on to the employer.</p>
9	<b>Sub- Clause 11.1.3</b>	<p><b>PRICE VARIATION</b> Any escalation either in the minimum wages due to revision of wages, revision in VDA and/or ceiling of Wage/Salary limit for payment of EPF, ESI &amp; Bonus etc, and/or in the percentage value of contribution towards EPF, ESI &amp; Bonus etc notified through government order/circulars etc by government (state/union) then the contractor will be reimbursed revised statutory charges/wages etc by NMRC after the date of submission of tender.</p>
10	<b>Sub- Clause 11.2</b>	<p><b>ADVANCES</b> No advances shall be paid to the Contractor.</p>
11	<b>Sub- Clause 11.6</b>	<p><b>PAYMENT</b> 11.1 For the purpose of On-account payment, the contractor shall submit detailed duty hrs shifts actually carried out at stations/other locations as per NMRC prescribed format for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities. 11.2 The contractor shall be required to make a written request, on their company's Letter head, for release of 75% of the billing amount corresponding to the services rendered as communicated by CMC. The contractor shall be required to submit the same to CMC within two working days from the date of intimation by CMC about the shifts manned by the contractor. No other document is required to be submitted by the contractor with this request. 11.3 In case the contractor fails to submit the completed bill of a particular billing period for which 75% running account payments has been made then running account payment for the subsequent month's services rendered will be reduced to 50% only. 11.4 The payment shall be made on a monthly basis for numbers of days /Shifts worked in a month. Payment shall be made only as per attendance recorded in registers in all circumstances. At the end of the month, the contractor shall submit necessary documents &amp; Bill in the standard format for payment. 11.5 If the contractor fails to submit the completed bills of a particular month even after lapse of 2 subsequent months then necessary action for termination of the contract shall be initiated. 11.6 Bonus shall be payable to all eligible employees as per the Payment of Bonus Act. Under the Bonus Act, an employer is required to pay minimum bonus payment @8.33% of Rs.7,000/- or the minimum wages for the scheduled employment, as fixed by the appropriate Government, whichever is higher. The Bonus is to be paid within 8 months of the close of the accounting year. This shall be reimbursed to agency on submission of Form and proof of service of staff including proof of proper payment of bonus, regular EPF contribution and ESI etc.</p>
12	<b>Sub- Clause 11.15</b>	<p><b>TAX DEDUCTIONS AT SOURCE</b> Tax deduction at source from each on-account progress bill shall be made by the employer as per the provisions of the statutes/acts of statutory bodies/local authorities etc.</p>
13	<b>Sub- Clause 14.2</b>	<p><b>CONTRACTORS CARE OF THE WORKS</b> It shall be the entire responsibility of the contractor to adopt all the safety measures &amp; deploy manpower that is adequately trained in safety. If any accident occurs within the station area due to negligence on the part of the contractor's personnel or otherwise, it</p>

		shall be the full responsibility of the contractor. <b>The Contractor shall indemnify the Employer and submit Indemnity Bond as per Appendix-5 within seven days of issue of LOA.</b>								
14	<b>Sub- Clause 15.0</b>	<p><b>INSURANCE</b></p> <p>15.1 All of the contractor's employees drawing monthly wages up to Rs.21,000/- shall have to be covered under ESI. The Contractor shall take insurance policy as specified in the Employee's Compensation Act only for those employees who are not covered by ESI.</p> <p>15.2 The contractor shall insure against liability to third parties in the joint name of the Employer and the contractor for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer), staff of other contractor working in the premises, contractor staff under sub clause 14.3 of GCC) which may arise out of the performance of the contract. The insurance shall be at least for the amount of Rs.750000/- for each incident. (CAR policy is not required )</p>								
15	<b>Sub- Clause 13.2.1</b>	<p><b>Termination of the contract</b></p> <p>During the course of contract, if in the opinion of NMRC, breach of contract or any negligence on the part of contractor's personnel has taken place, which the contractor fails to remedy within three days of having received written notice of the failure, NMRC shall be entitled to terminate the contract duly issuing 7 days notice to the contractor in writing. In such case the Contractor's Performance guarantee shall stand forfeited in NMRC's favour.</p> <p>During the course of contract, if any contractor personnel is found indulging in any corrupt practices causing any loss of Revenue to NMRC or any money loss to Passenger, NMRC shall be entitled to terminate the contract duly forfeiting the contractor's Performance Guarantee.</p> <p>During the course of contract, if the contractor fails to perform works / services as mentioned in the Scope of Work, duly following all the statutory requirements, to the entire satisfaction of NMRC then NMRC shall be entitled to part terminate the contract / limit the Scope of Work under the contract duly issuing 7 days notice to the contractor in writing.</p>								
16	<b>Sub- Clause 18.1</b>	<p><b>NOTICES AND INSTRUCTIONS</b></p> <p>The Contractor shall furnish to the Employer/Engineer the postal address of his office at Delhi / New Delhi/NCR. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Contractor.</p> <p>The Contractor shall establish an office in the National Capital Territory of Delhi in consultation with the in charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to in charge. In addition, the Contractor may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.</p>								
17		<p><b>PENALTY</b></p> <p>Penalty for deficiency in services shall be imposed &amp; recovered from the Contractor. Details of deficiencies are given as under:</p> <table border="1"> <thead> <tr> <th>S.N</th> <th>Offence</th> <th>Penalty (with or without warning) each case</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Poor dress code</td> <td rowspan="2">Up to Rs.500/-</td> </tr> <tr> <td>2.</td> <td>Carrying Mobile phone on duty/Listening music</td> </tr> </tbody> </table>	S.N	Offence	Penalty (with or without warning) each case	1.	Poor dress code	Up to Rs.500/-	2.	Carrying Mobile phone on duty/Listening music
S.N	Offence	Penalty (with or without warning) each case								
1.	Poor dress code	Up to Rs.500/-								
2.	Carrying Mobile phone on duty/Listening music									

		on Mobile/Other Devices	
		3. Improper cleanliness at / near deputed place	
		4. Absent, Late reporting, Leaving place of duty before schedule Time or without informing on duty SC	Up to Rs.500/-
		5. Misbehaviour and Poor Customer Support	
		6. Public Complaint on any account	
		7. Breach of Instructions	
		8. Possession of live tokens.	
		9. Manpower for Watch & Ward deployed below prescribed height.	Rs. 1000/- per personnel
		10. Violation of Terms and Conditions of Contract	To be decided by competent authority.
		11. Delay in payment of dues to any workmen (per day per workman)	Rs.100/- Per Day Per Workman
		12. Making payment in the absence of Principal Employer's representative (for each violated date) – for Cash payments only	Rs.10,000/-
		13. Non-compliance(s) of any other provision of labour laws, pointed out by Employer or their representative (for each non-compliance informed in writing, under the contract)	Rs.5,000/-
	The above mentioned penalty shall be imposed on contractor & same shall be deducted from contractor's monthly bill and nowhere may it be constituted that it has been imposed on individual Customer Facilitation and Ward & Watch Supervisor.		

## **7. Section 7: Specifications**

### **7.1. Specifications for Customer Facilitation and Watch & Ward services.**

IS (Indian Standards) Codes, Private Security Agencies (Regulation) Act, 2005 and Uttar Pradesh Private Security Agencies (Regulation) Rules, 2009 Specifications are applicable in this contract.

## 8. Section 8: Draft Contract Agreement

THIS AGREEMENT made on the .....day of ..... 2018 at Noida, District GautamBudh 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 GautamBudh Nagar, Uttar Pradesh, India** represented by.....of the company, by virtue of his designation and authorization by **Shri ....., Managing Director, NMRC** (hereinafter called as the "Corporation"), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

### AND

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

The Corporation and the Contractor agree as follows:

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

### Reference:

- (i) Tender No. .... Dated .....
- (ii) Bid Documents duly accepted and submitted by ..... dated .....
- (iii) The Bidding Documents which include all the Sections specified below:
  - a. Section 1: General Information
  - b. Section 2: Terms of Reference
  - c. Section 3: Instructions to Bidders
  - d. Section 4: Eligibility, Evaluation and Selection Process
  - e. Section 5: General Conditions of Contract (GCC)
  - f. Section 6: Special Conditions of Contract
  - g. Section 7: Technical Specifications
  - h. Section 8: Draft Contract Agreement
  - i. Section 9: Appendices
  - j. Section 10: Forms
  - k. Amendment/ Modification, if any
- (iv) Notice of Award (.....) issued by NMRC
- (v) Letter of Acceptance of NOA (.....) given by ..... to NMRC

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

**3. Duration of Contract**

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

**4. Price Schedule**

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

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

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

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

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

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

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

**Name of the official**

**Name of the official**

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

In the presence of:

In the presence of:

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

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

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

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

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

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

## 9. Section 9: Appendices

### 9.1. Appendix 1: Metro Alignment



Fig: The Existing Metro Line

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

<b>S.NO.</b>	<b>Name of the Station</b>
1.	Noida Sector 51
2.	Noida Sector 50
3.	Noida Sector 76
4.	Noida Sector 101
5.	Noida Sector 81
6.	NSEZ Station
7.	Noida Sector 83
8.	Noida Sector 137
9.	Noida Sector 142
10.	Noida Sector 143
11.	Noida Sector 144
12.	Noida Sector 145
13.	Noida Sector 146
14.	Noida Sector 147
15.	Noida Sector 148
16.	Knowledge Park II
17.	PariChowk
18.	ALPHA 1
19.	DELTA 1
20.	GNIDA Office
21.	Depot Station
22.	RSS at NSEZ
23.	RSS at 148
24.	Depot
25.	Staff Quater

## 9.2. Appendix 2: Minimum Manpower Requirement

The deployment of minimum number of personnel per day for the customer facilitation and watch & ward purpose for the package mentioned below.

S. No.	Stations	Security Guard (Male Frisking) (A,B)	Security Guard (Female Frisking) (A,B)	Security (X-Ray) (A,B)	Security Guard (Depot + Staff Quarters) (A,B,C)	Customer Facilitation Personnel (A,B)	Armed Guards (C)	RSS Guards (2 Nos.) (A,B,C)	Supervisor (Gen)
1	Noida Sector 51	2	4	2	-	2	-	-	-
2	Noida Sector 50	2	4	2	-	2	-	-	-
3	Noida Sector 76	2	4	2	-	2	-	-	-
4	Noida Sector 101	2	4	2	-	2	-	-	-
5	Noida Sector 81	2	4	2	-	2	-	-	-
6	NSEZ Station	2	4	2	-	2	-	-	-
7	Noida Sector 83	2	4	2	-	2	-	-	-
8	Noida Sector 137	2	4	2	-	2	-	-	-
9	Noida Sector 142	2	4	2	-	2	-	-	-
10	Noida Sector 143	2	4	2	-	2	-	-	-
11	Noida Sector 144	2	4	2	-	2	-	-	-
12	Noida Sector 145	2	4	2	-	2	-	-	-
13	Noida Sector 146	2	4	2	-	2	-	-	-
14	Noida Sector 147	2	4	2	-	2	-	-	-
15	Noida Sector 148	2	4	2	-	2	-	-	-
16	Knowledge Park II	2	4	2	-	2	-	-	-
17	PariChowk	2	4	2	-	2	-	-	-
18	ALPHA 1	2	4	2	-	2	-	-	-
19	DELTA 1	2	4	2	-	2	-	-	-
20	GNIDA Office	2	4	2	-	2	-	-	-

21	Depot Station	2	4	2	-	2	-	-	-
22	RSS at NSEZ	-	-	-	-		-	3	-
23	RSS at 148	-	-	-	-		-	3	-
24	Depot & Staff quarters	-	-	-	6		-	-	-
	<b>Total</b>	<b>42</b>	<b>84</b>	<b>42</b>	<b>6</b>	<b>42</b>	<b>4</b>	<b>6</b>	<b>7</b>

\*A – Morning Shift, B- Evening Shift, C-Night Shift

**9.3. Appendix3 - Statutory Compliance to be ensured by Tenderer after Award of Works**

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

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

**9.4. Appendix 4:**

**INDEMNITY**

(To be filled by Contractor staff individually prior to their deployment on site)

I hereby agree and undertake that I have understood all the safety rules and procedures and I will abide by all safety rules and procedures. I declare that I will be responsible for any safety violations/accident etc. NMRC will not be responsible in case of any accident/incident and will not compensate financially or otherwise. I shall not raise any claim against NMRC.

.....  
Name of Indemnifier

.....  
Signature of Indemnifier

.....  
NAME OF CONTRACTOR

.....  
SIGNATURE OF CONTRACTOR

**9.5. APPENDIX- 5**

**INDEMNITY**

(To be filled and submitted by Contractor within seven days of issue of LOA)

I on behalf of M/s .....hereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/s .....will abide by all safety rules and procedures. I declare that I M/s .....will be responsible for any safety violation/accident etc. NMRC will not be responsible in case of any accident and will not compensate financially or otherwise. I M/s.....declare that all the claim raised by staff deputed by me, shall be borne by me only. All the prescribed uniforms and PPE shall be provided free of cost to staff deployed by me. No claim shall be raised with NMRC in this regard.

I hereby declare that I am solely responsible on behalf of M/s..... for giving such declaration.

.....  
Name of Indemnifier

.....  
Signature of Indemnifier

Stamp/seal of the Indemnifier/Contractor

## Section 10: Forms

### 10.1 Form 1: Letter of Proposal Submission

[Location, Date]

To

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

**Subject:** Customer Facilitation and Watch & Ward Services at NMRC Stations, RSS& Depot

Dear Sir,

We, the undersigned, offer to provide the Customer Facilitation and Watch & Ward Services at Noida Metro Rail Corporation Ltd. Stations, RSS& Depot in accordance with your RFP Document dated [ Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

- Studied and analyzed and satisfied ourselves about all the requirement of the tender including but not limited to market and market conditions
- Carefully assessed the commerciality of Project and that we will be fully responsible for all its assessment in this regard.
- Seen / visited / assessed the potential locations of the Metro Stations and fully understand and comprehend the technical, financial, commercial and investment requirements.

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

We have filled the complete information correctly in Form 19: Bid Details

#### Authorized signatory

**Name:**

**Date:**

**Name of the Bidder with seal**

**10.2 Form 2: Firm Details**

1.	<p><b>Title and name of the Project:</b> Customer Facilitation and Watch &amp; Ward Services at NMRC Stations, RSS &amp; Depot</p>															
2.	<p>State the structure of the Bidder's organization (Bidders to complete/delete as appropriate) Sole Bidder/Consortium</p>															
3.	<p>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:                  .....                  .....                  .....</p>															
4.	<p>In case of a consortium, state the following:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 20%;">Names of members (Lead member first):</th> <th style="width: 15%;">Legal Status</th> <th style="width: 25%;">Registered address and principal place or business</th> <th style="width: 15%;">Percentage participation (equity)</th> <th style="width: 25%;">Contact Details (Name, Mobile No., Email Address)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a.</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">b.</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note:                   Authorized contact person (from lead member):                   Contact person's title:                   Address, telephone, facsimile and e-mail ID of contact person:</p>	Names of members (Lead member first):	Legal Status	Registered address and principal place or business	Percentage participation (equity)	Contact Details (Name, Mobile No., Email Address)	a.					b.				
Names of members (Lead member first):	Legal Status	Registered address and principal place or business	Percentage participation (equity)	Contact Details (Name, Mobile No., Email Address)												
a.																
b.																

**10.3 Form3: Capability Statement**

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

Tender Reference No: \_\_\_\_\_

Name of Work: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

<b>S.No.</b>	<b>ELIGIBILITY CRITERIA</b>	<b>(To be filled by the Bidder)</b>
1	Sole proprietorship, registered partnership firm, public limited company, private limited company or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India.	
2	<p>The Bidder should have a minimum experience of having satisfactorily completed similar works period ending last day of month previous to the one in which the bids are invited should be either of the following:</p> <ul style="list-style-type: none"> <li>i. One similar completed work costing not less than the amount equal toRs. 7.08 crore (Seven crore Eight Lakh Rupees only)or</li> <li>ii. Two similar completed works each costing not less than the amount equal to Rs.4.42 crores (Four crore Forty Two Lakh Rupees only)or</li> <li>iii. Three similar completed works each costing not less than the amount equal to Rs. 3.54 crore (Three crore Fifty Four Lakh Rupees only)</li> </ul>	5 years

<b>S.No.</b>	<b><u>ELIGIBILITY CRITERIA</u></b>	<b>(To be filled by the Bidder)</b>	
3	The Bidder should have minimum Average Annual Turnover from similar work of 7.08 crore (Seven crore Eight Lakh Rupees) only in the last 3 (three) Financial Years (2015-2016, 2016-17, 2017-18) preceding the Bid Due Date.	FY 2017-18	
		FY 2016-17	
		FY 2015-16	
		Total	
4	The Bidder should have minimum Net Worth of Rs 1.77 Crore (One Crore Seventy Seven Lakh Rupees only) in last audited Financial Year.	FY	
5	The Bidder should have Positive Profit before Tax in at least 2 (two) years, out of the last 3 (three) Financial Years (2015-2016, 2016-17, 2017-18)	FY 2017-18	
		FY 2016-17	
		FY 2015-16	
		Total	
6	The Bidder should be registered with Labour Department for supply of manpower.		
7	The Bidder must have at least 300 personnel and it should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts in India.		
8	The Bidder must have either the Registered Office or the functional Branch Office located in Delhi NCR.		
9	The Bidder should be registered with the Goods and Services Tax Authorities.		
10	The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfilment of Contractual obligation in last 5 (five) financial years.		

## 10.4 Form 4: Work Experience

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

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

### Authorized signatory

**Name:**

**Date:**

**Name of the Bidder with seal**

### NOTE:

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence (Experience Certificate/Work Completion Certificate on Client's Letter Head will only be considered) which clearly mentioned the amount for the "Customer Facilitation and Watch & Ward Services at NMRC Stations, RSS& Depot".
2. The tenderer shall upload details of work executed by them in the prescribed format for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof will not be evaluated.
3. Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.
4. For completed works, value of work done shall be updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
5. In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered. This is to be substantiated with documentary evidence.

6. If the above work(s) comprise(s) other works also, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.

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

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

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

S.No.	Financial year	Name of the Bidder	Net Worth
1.			

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

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

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

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

### Undertaking

I/ We \_\_\_\_\_(M/s \_\_\_\_\_) declare that the Annual Accounts for FY 2018-19 have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared.

### Authorised Signatory

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

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

#### NOTE:

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

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

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

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

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

A = Rs. ....

N = .....years

B = Rs. ....

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

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

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

Name of Chartered Accountants / Company Auditor

Signature and Seal of Chartered Accountants/ Company Auditor

Membership Number of Chartered Accountants/ Company Auditor

**Authorised Signatory**

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

**NOTE:**

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

**10.7. Form 7: Memorandum**

**Name of Work: Customer Facilitation and Watch & Ward Services at NMRC Stations, RSS& Depot**

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

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

\_\_\_\_\_  
Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

**Note: To be signed by the Bidder/ lead member in case of a Consortium**

## 10.8. Form 8: Undertaking

### Name of Work: Customer Facilitation and Watch & Ward Services at NMRC Stations, RSS& Depot

I confirm that We (Tenderer, including any member in case of JV/ Consortium), \_\_\_\_\_

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

#### Authorized signatory

**Name:**

**Date:**

**Name of the Bidder with seal**

**10.9. Form 9: Power of Attorney**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

**Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.**

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

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

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

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

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

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

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

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

WITNESS

1. ....  
(Signature)  
Name .....

Designation.....

2. ....  
(Signature)  
Name .....

Designation.....

Notes:

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

**10.10.Form10: Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)*

Ref. Date:

To

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

Dear Sir,

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

We have agreed that ..... (Insert member's name) will act as the Lead Member of our consortium.\*

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable*

**10.11. Form 11: Power of Attorney for Lead Member of Consortium**

Whereas the GM (Technical), Noida Metro Rail Corporation Limited (NMRC) has invited applications from interested parties for the **Customer Facilitation and Watch & Ward Services at NMRC Stations, RSS & Depot** (the "Project").

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

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

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

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

**IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2018**

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

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

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

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

## 10.12. Form 12: Consortium Agreement / Memorandum of Understanding

(To be executed on Stamp paper of appropriate value)

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

BETWEEN

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

AND

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

AND

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

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

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

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

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

2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by NMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid license, in case the Consortium turns out to be the successful bidder in the bid being invited by NMRC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for \_\_\_\_\_.
4. That the Consortium have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
  - I. The Lead Member shall have \_\_\_\_\_per cent (\_\_\_\_%) of shareholding with reference to the Consortium for this specified agreement.
  - II. The Participant Member shall have \_\_\_\_\_ (\_\_\_\_%) of shareholding with reference to the Consortium for this specified agreement.

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

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

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

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

1.(\_\_\_\_\_) 2.(\_\_\_\_\_) 3.(\_\_\_\_\_)

Authorized Signatory Authorized Signatory Authorized Signatory

(\_\_\_\_\_) (\_\_\_\_\_) (\_\_\_\_\_)

For (Name of company) For (Name of company) For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

(i) Execution of the Consortium Agreement, and

(ii) Appointing the authorized signatory for such purpose

**10.13. Form 13: Personnel Details**

**Name of Work: Customer Facilitation and Watch & Ward Services at NMRC Stations, RSS& Depot**

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

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

**10.14. Form 14: Saleable Form for Tender Document**

Job No. ....

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

DETAILS OF ERNEST MONEY ATTACHED

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

BIDDER



**10.16. Form 16: Deployment of Personnel**

(To be filled in by the Contractor for each Stations, Depot, RSS, Staff quarters)

SI.No.	Category	Min No of Personnel
1	Security Guards (Watch & Ward personnel without arms)	180
2	Armed Guard (Watch & Ward personnel with arms)	4
4	Customer Facilitation Services personnel	42
5	Supervisor (Customer Facilitation Services)	7

**NOTE: -**

1. No Deviation in the Deployment of minimum number of personnel for Customer Facilitation and watch & ward Services at NMRC Stations shall be acceptable. If any Tenderer proposes deviation in the Tender, such Tender shall not be considered and shall be rejected.
2. The minimum number of personnel as mentioned above is required to be deployed on a daily basis in various shifts of the day as specified in this Tender.
3. The minimum number of personnel required to be deployed (i.e. 233 Customer Facilitation and Watch & Ward Services Personnel) have to be physically deployed on every day basis and therefore any personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the contractor as per the Statutory norms or rules etc. as applicable.
4. The CVs of the Team Leaders and Supervisors are to be submitted along at office of the station Manager/Station controller and intimate the office of NMRC.
5. The personnel should be smartly dressed in neat and clean uniforms having the firm's logo. The uniforms and Personal Protective Equipment (eg. Shoes, helmet, gloves etc.) should be provided free of cost by the Tenderer/contractors.
6. Team Leader and Supervisors should be well trained in Customer Facilitation and watch & ward Services practice through reputed training institutes. A certificate/documentary proof to this effect shall be submitted before the start of work.

**10.17. Form 17: Proforma for Clarifications / Amendments on the RFP**

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

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

**10.18 Form 18: Bid Offer/ BOQ (Format)**

To

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

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

**Sub: Customer Facilitation and watch & ward Services at NMRC Stations, RSS & Depot**

Dear Sir,

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

I/we hereby quote the following Total price for services in rupees for providing Customer Facilitation and watch & ward Services at NMRC Stations for a period of 4 years, payable by NMRC.

**Price Schedule for Customer Facilitation and Watch & Ward Services at NMRC Stations, RSS& Depot**

<b>PRICE SCHEDULE</b>								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )								
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate (Per Month including 18 % GST)	Estimated Amount for 4 years (including 18% GST)	Quoted RATE (Inclusive GST Per Month) In <b>Figures</b> To be entered by the <b>Bidder</b> Rs. P	Total Quoted Amount (including GST) by Bidder for 48 months (In Figures)	TOTAL AMOUNT In Words For 48 months
1	2	4	5	6	7	13	54	55
1	Supply of Manpower (Security Guards, Armed Guards, Supervisor & CFA) as per the Tender Document	48	Month	7376361.76	354065364.6			

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

Description of SI.No. 1.01 is as follows:

**Customer facilitation and Watch & Ward services at NGN- Corridor.**

S/N	Description of item	Manpower Quantity (Per Day)	Unit of measurement	Quantity (No. of Days in 1 years, considering the average of 4 yrs.)	Category	Central Minimum wages amount (payable excluding PF and ESI)	Estimated Rate (Per day including PF @13% and ESI @4.75%)	Estimated Amount (Per year including PF @13% and ESI @4.75%)	Bifurcation	
			Day						Details of Quoted Rate	
	A	B	C	D	E	F	J=F*1.1775	K=J*B*D		
1	Security Guards	180	Day	365.25	Skilled	710.00	836.03	54964463.63		
2	Armed Guards	4	Day	365.25	Hi-Skilled	772.00	909.03	1328092.83		
3	Supervisor	7	Day	365.25	Hi-Skilled	772.00	909.03	2324162.45		
4	CFA	42	Day	365.25	Skilled	710.00	836.03	12825041.51		
5	Total of Labor charge per Year								71441760.42	
6	Miscellaneous Charges/ Other overhead or service charge etc. @5%								3572088.02	
	Estimated Rate of 01 Year (subject to minimum wages modification as per change in law for item no 1, 2 ,3 & 4)								75013848.44	
	GST @18%								13502492.72	
	Total Cost for 1 year								88516341.16	
	<b>Total cost for 4 Year</b>								<b>354065364.6</b>	

\*The above price schedule has been made considering the Central Government minimum wages. Any changes (increase/ decrease) in the Central Government minimum wages will proportionally be incorporated in the payable quoted rates as in above table.

\*Base rate of Central Government minimum wages will be taken as applicable rate on the last day of bid submission.

\* The tenderer shall mention Quoted Rate (Per Month) In Figures. If a tenderer quotes 'below/ at Par' than the estimated rate (i.e. Central Govt. Minimum Wages + Applicable Taxes)for SI No. 1.01 - Supply of Manpower as per the Tender Document, then his Financial Bid shall be treated as non-responsive and will not be considered and EMD will be forfeited.

\* Bifurcated Quoted rates detail may be filled up and scanned copy to be uploaded. In case of any discrepancy online quoted amount will be taken as final quoted.

Note:

1. **The tenderer shall mention Quoted Rate (Per Month) In Figures. If a tenderer quotes 'below/ at Par' than the estimated rate (i.e. Central Govt. Minimum Wages + Applicable Taxes)for SI No. 1.01 - Supply of Manpower as per the Tender Document, then his Financial Bid shall be treated as non-responsive and will not be considered and EMD will be forfeited.**
2. The Amount Arrived at from Quoted Rate, Per Month 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.
3. **The total 04 year payment due to contractor shall be inclusive of all taxes, Tender Requirements, Statutory Contributions, etc.**
4. In case of revision (increase or decrease) either in minimum wages and/or ceiling of Wage/Salary limit for payment of EPF & ESI etc, and/or in the percentage value of contribution towards EPF & ESI etc by government (state/union) then the contractor will be reimbursed revised statutory charges/wages etc (i.e. SI No. 1.01 of BOQ will be suitably modified). All payments that are statutory are paid with the provision that they are transferred to workmen in to without any deduction whatsoever. Any default in payment of wages less than statutory wages etc. and claim of such wages etc. from NMRC will be treated as fraudulent practice and action shall be taken against contractor for such fraudulent act in terms of contract/Indian Contract Act/Other applicable Law.
5. For supply of the manpower minimum wages of Central Government approved rates has been adopted vide circular no F.no 1/8 (1)/2019-LS-IIdated 27.03.2019.
6. The payment against the PF and ESI contributions made by the Contractor for Customer Facilitation and watch & ward staff/Supervisors/Team leader shall be reimbursed to the Contractor only after submission of proof that it has been credited to their PF/ESI accounts.
7. The GST will be reimbursed based on the invoice of GST paid to the concerned authority by the contractor.
8. 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.
9. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfils all the requirements of the Tender Document.
10. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

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Signature and Name of the Authorized Person

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NAME OF THE BIDDER AND SEAL

**Form 19: Bid Details**

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

S.No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	10.1. Form 1: Letter of Proposal Submission		
4	10.2. Form 2: Firm Details		
5	10.3. 10.3 Form3: Capability Statement		
6	10.4. Form 4: Work Experience		
7	10.5. Form 5: Financial Capability Details		
8	10.6. Form 6: Bid Capacity Information		
9	10.7. Form 7: Memorandum		
10	10.8. Form 8: Undertaking		
11	10.9. Form 9: Power of Attorney		
12	10.10. Form 10: Statement of Legal Capacity		
13	10.11. Form 11: Power of Attorney for Lead Member of Consortium		
14	10.12. Form 12: Consortium Agreement / Memorandum of Understanding		
15	10.13. Form 13: Personnel Details		
16	10.14. Form 14: Saleable Form for Tender Document		
17	10.15. Form 15: Declaration of Refund of Earnest Money		
18	10.16. Form 16: Deployment of Personnel		
19	10.17. Form 17: Proforma for Clarifications / Amendments on the RFP		
20	10.18. Form 18: Bid Offer/ BOQ (Format)		
21	10.19. Form 19: Bid Details		
22	Registration certificate of the firm/ Partnership deed/ certificate of incorporation, etc.		
23	Articles of Association and Memorandum of Association (if applicable)		
24	Form 5: Financial Capability Details  A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years		
25	Self attested copy of PAN, ITR		
26	Self-attested copy of certificate of Labour Department for supply of manpower		
27	Self-attested copy of ESI and EPF registration certificate		
28	Proof of Registered Office or the functional Branch Office located in Delhi NCR		

<b>S.No.</b>	<b>Particulars</b>	<b>Attached Yes / No / Not Applicable</b>	<b>Page no. (Mandatory)</b>
29	Any other document asked by the Purchaser if submitted, specify the documents Or Any other document which the Tenderer considers relevant		