NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

REQUEST FOR PROPOSAL (RFP)

E tender No. - NMRC/TELECOM/UPS/2025/430

Rate contract of S&T UPS installed in NMRC

December 2025

Issued by:

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

Disclaimer

This Request for Proposal (RFP) Document (or "E-Tender" or "E-Bid") for "Rate Contract for S&T UPS system installed in NMRC" contains brief information about the scope of work and selection process for the Bidder ('the Contractor' or "the Tenderer" or "the Applicant"). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

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

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

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

Glossary

- a) "Addendum / Amendment" means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders;
- b) "Agreement" means the Contract Agreement to be executed between NMRC and the selected bidder.
- c) "Applicable Laws" means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) "Bidder" or "Tenderer" means Sole proprietorship, registered partnership firm, public limited company, private limited company or 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
- "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

Name of the Bid	Rate Contract for S&T UPS system installed in NMRC
Approximate Cost of Work	INR 11,14,333/-(including GST)
Time-period of contract	12 Months
Method of selection	Cost Based Selection (Lowest –L1)
Bid Processing Fee	INR 5,900/- (Rupees Five Thousand, Nine Hundred only) through RTGS/NEFT only payable in favor of Noida Metro Rail Corporation Limited
Ernest Money Deposit (EMD)	INR 33,430/- (Rupees Thirty three Thousand Four Hundred and Thirty Only)/-
Financial Bid to be submitted together with Technical Bid	Yes
Name of the Corporation's official for addressing queries and clarifications	Joint. General Manager/AFC-Tele Noida Metro Rail Corporation Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrc.afc@gmail.com Website:www.nmrcnoida.com, http://etender.up.nic.in
Bid Validity Period	180 days
Bid Language	English
Bid Currency	INR
Schedule of Bidding Process	
Task	Key Dates
Uploading of Bid	23.12.2025
Pre-bid Meeting	30.12.2025 (At 11:30 Hrs. at NMRC Head Office)
Last date of receipt of Pre-bid queries	02-01-2026 up to 14:00 Hrs.
Last date of issuing amendment, if Any	06-01-2026
Last Date of Bid Submission	07-01-2026 (up to 15:00 Hrs.)
Date of Technical Bid Opening	07-01-2026 (at 15:30 Hrs.)
Place of Bid Opening	Noida Metro Rail Corporation Ltd., Block –III, 3 rd Floor ,Ganga Shopping Complex, Sector -29, Noida-201301
Consortium to be allowed	NO
Account details	For Bid Processing Fee & EMD State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.
	Approximate Cost of Work Time-period of contract Method of selection Bid Processing Fee Ernest Money Deposit (EMD) Financial Bid to be submitted together with Technical Bid Name of the Corporation's official for addressing queries and clarifications Bid Validity Period Bid Language Bid Currency Schedule of Bidding Process Task Uploading of Bid Pre-bid Meeting Last date of receipt of Pre-bid queries Last date of receipt of Pre-bid queries Last Date of Bid Submission Date of Technical Bid Opening Place of Bid Opening Consortium to be allowed

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. "Supply/ Installation/ Testing/ Commissioning/ Maintenance of UPS System" 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.

- 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.

Contents

Disclaimer	
Data SheetSection 1: General Information	7
1.1 Background	
1.2 About Locations	7
1.3 Communication	7
Section 2: Terms of Reference	
2.1 Tenure:	
2.2 Scope of Work Brief Scope:	
2.2.2 Preventive Maintenance:	
2.2.3 Corrective Maintenance:	
2.3 Do's and Don'ts for Staff	
2.3.1 Do's	
2.3.2 DON'Ts	
2.4 SAFETY	
2.5 ACCIDENTS:	
2.6 Obligation to the Contractor	
2.6.1 Service Level Agreement and Penalty:	
Section 3: Instructions to Bidders	
3.1 General instructions	
3.1.1 Bid Document / e-Tender processing Fee	15
3.1.2 Acknowledgement by Bidder	16
3.1.3 Availability of Bid Document	16
3.1.4 Clarifications of e-Bid	16
3.1.5 Amendment of e-Bid Document	17
3.2 Preparation and submission of Bids	17
3.2.1 Language of e-Bid	17
3.2.2 Documents establishing Bidder's Qualification	17
3.2.3 E-Bid form	17
3.2.4 E-Bid Currency	17
3.2.5 Formats and Signing of e-Bid	17
3.2.6 Deadline for submission of e-Bid	18
3.2.7 Submission of e-Bid	18
3.2.8 The Bidders have to follow the following instructions for submission of their e-Bid:	18
3.2.9 Late e-Bid	19
3.2.10 Withdrawal and re-submission of e-Bid	19
3.2.11 NMRC's right to accept any e-Bid and to reject any or all e-Bids	20
3.2.12 Period of validity of e-Bid	20
3.2.13 Correspondence with the Bidder	21
3.3 Earnest Money Deposit	21
3.3.1 Earnest money deposit (EMD)	21

3.4 Opening and Evaluation of Bids2	22
3.4.1 Opening of technical e-Bid by NMRC2	22
3.4.2 Opening of financial e-Bid	22
3.4.3 Correction of Errors	22
3.4.4 Examination of e-Bid document	22
3.4.5 Contacting NMRC	23
3.4.6 Confidentiality	23
3.5 Award of Contract	23
3.5.1 Award Criteria2	23
3.5.2 Notice of Award (NOA)	23
3.5.3 Signing of contrac	23
3.5.4 NMRC's right to accept any e-Bid and to reject any or all e-Bids2	24
3.5.5 Additional Force Majeure Conditions	25
"Definition of Similar Works-Works involving supply, installation, testing and commissioning of UPS/SMPS in Railways or Metro Rail Projects or Department of centre/ state governments or centre /state PSE's or private limited company of repute."	
4.1.1 The Bidder shall also furnish the following documentary proof2	25
4.2 Information of the Technical and Financial Proposal	26
4.2.1 Selection of Bidder2	26
4.3 Notice of Award and Execution of Contract Agreement	27
4.4 Performance Bank Guarantee / Security Deposit	27
4.5 Contract during Proposal Evaluation2	28
4.6 Project Financial Terms2	29
Section 5: Draft Contract Agreement	53

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. The 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 Rate Contract for S&T UPS system installed in NMRC.
- e. In this regard, the Corporation now invites the interested Bidder/s to submit their proposals as per provisions of this Request for Proposal Document.
- f. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted. Financial proposal of only qualified Bidders will be opened.
- g. The Successful Bidder shall provide the services as described in Section 2: Terms of Reference.

1.2 About Locations

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

1.3 Communication

All communications should be addressed to:

Joint. General Manager/ AFC-Tele
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida -201301
District Gautam Budh Nagar, Uttar
Pradesh

Email: nmrc.afc@gmail.com

Section 2: Terms of Reference

2.1 Tenure:

The term shall be up to Twelve months from the date of acceptance by bidder. Unless otherwise terminated by the Parties in accordance with the terms.

2.2 Scope of Work

For S&T operation of its 29.7 km long Aqua Line and depot, NMRC has got 22 UPS (2 UPS at one location i.e. 22x2 UPS) and 22 SMPS (48V DC Plant) installed. These UPS and SMPS are used to provide uninterrupted power supply to Signalling, Telecom, AFC and station emergency lighting.

Out of the 22 UPS plants, 3 number 30 KVA, 3 number 60 KVA and 1 number 120 KVA UPS plants are managed by Signalling Department. Rest 15 number 30 KVA UPS plants are managed by Telecom Department.

All 22 SMPS (48V DC Plant) are managed by Telecom Department.

As Metro operations are very critical in view of public safety, uninterrupted power supply to systems related to safety such as signalling, is required. Failures of S&T UPS and/or SMPS system are to be attended in mission critical way.

Details of UPS System are following -

Sr. No.	Line	Location	Make	Capacity
1		Sector-51	Delta	60 KVA
2		Sector-50	Delta	30 KVA
3		Sector-76	Delta	30 KVA
4		Sector-101	Delta	30 KVA
5		Sector-81	Delta	30 KVA
6		NSEZ	Delta	30 KVA
7		Sector-83	Delta	30 KVA
8		Sector-137	Delta	30 KVA
9		Sector-142	Delta	30 KVA
10		Sector-143	Delta	30 KVA
11	L 1 (Agua Lina)	Sector-144	Delta	60 KVA
12	L-1 (Aqua Line)	Sector-145	Delta	30 KVA
13		Sector-146	Delta	30 KVA
14		Sector-147	Delta	30 KVA
15		Sector-148	Delta	30 KVA
16		Knowledge Park-2	Delta	30 KVA
17		Pari Chowk	Delta	30 KVA
18		Alpha-I	Delta	30 KVA
19		Delta-I	Delta	30 KVA
20		GNIDA Office	Delta	30 KVA
21		Depot Station	Delta	60 KVA
22		NMRC Depot	Delta	120 KVA

Details of SMPS System are following -

Sr. No.	Line	Location	Make	Capacity
1		Sector-51	Delta	100 Amp
2		Sector-50	Delta	150 Amp
3		Sector-76	Delta	100 Amp
4		Sector-101	Delta	150 Amp
5		Sector-81	Delta	100 Amp
6		NSEZ	Delta	100 Amp
7		Sector-83	Delta	150 Amp
8		Sector-137	Delta	100 Amp
9		Sector-142	Delta	100 Amp
10		Sector-143	Delta	150 Amp
11	l 1 (Agua Lina)	Sector-144	Delta	100 Amp
12	L-1 (Aqua Line)	Sector-145	Delta	100 Amp
13		Sector-146	Delta	150 Amp
14		Sector-147	Delta	100 Amp
15		Sector-148	Delta	100 Amp
16		Knowledge Park-2	Delta	150 Amp
17		Pari Chowk	Delta	100 Amp
18		Alpha-I	Delta	100 Amp
19		Delta-I	Delta	100 Amp
20		GNIDA Office	Delta	150 Amp
21		Depot Station	Delta	100 Amp
22		NMRC Depot	Delta	100 Amp

Brief Scope:

2.2.1 BoM:

A comprehensive bill of material of capacity wise UPS and SMPS Plants Installed at NMRC Aqua Line can be found as Annexure-1. The Scope of CAMC will cover whole UPS plant (all 3 types-120KVA, 60KVA and 30KVA) including ATS panel and isolation transformer), Both UPS (along with SNMP cards and EMS1000), SCVS, Output ACDB panel, Spare Cell charger and Both Battery Circuit Breakers & SMPS (48V DC Plant) including SMR,FCBC controller cards, spare cell charger etc. All major components are covered in Annexure-1, However as per need basis contractor will be required to support NMRC in all possible ways.

As per the scope of this tender , successful bidder will be required to attend the failures of all S&T UPS or SMPS plants installed (as per BoM) in NMRC on call basis. NMRC reserve the right to call the vendor either for S&T UPS or for SMPS. 1call /1 occurrence may be treated as one visit only and that visit count will not increase till the time that particular call is closed to the satisfactory of NMRC. The contractor shall respond to call within a stipulated time period as mentioned in this tender. NMRC have the right to call the vendor for visits, which may include any or all of the following services.

2.2.2 Preventive Maintenance:

a) All required Maintenance parameters' checklists is to be submitted along with your offer. NMRC keeps right to make changes in checklists submitted, at later stages. The Preventive Maintenance is to be carried as per the approved schedule during non-revenue hours under

- proper PTW in such a manner that overall functioning of the system & function of equipment's is not affected.
- b) Preventive Maintenance is to be carried out by partial shutdown and continuous availability of the output to load must be ensured during preventive maintenance. Preventive Maintenance will include but not limited to:
- i. Cleaning up of Unit, Visual Inspection to check any defect/deformation.
- ii. Checking and Adjustment of Power parameters.
- iii. Checking and Adjustment of Control parameters on different PCBs.
- iv. Tightness of all connections, by shutting down the subsystems one by one.
- v. Functional Testing of Rectifier section.
- vi. Functional testing of Inverter section.
- vii. Function Testing of Static Switch Section.
- viii. Operational test of the system including unit transfer and battery discharge.
- ix. Install or perform Engineering Field Change Notices (FCN) as necessary.
- **x.** Measurement of load on each phase in both UPS is to be recorded during every preventive maintenance.
- xi. UPS/SMPS earthing test shall be carried out.
- **xii.** Need to check ageing of components like MIMIC display and other electronic components which have served their life and are likely to cause failure or impair performance of the UPS system.
- **xiii.** Maintenance and a report to be submitted to NMRC.

2.2.3 Corrective Maintenance:

2.2.3.1 Response Time and time to restore During Breakdown

NMRC's load being critical for train operation, Response time to attend any failure/breakdown of the UPS/SMPS system shall not exceed Two hour. In case of breakdown of one UPS, corrective maintenance will be carried out at night during non-revenue hours and in case of both UPS or SMPS plant breakdown at any location, corrective maintenance will be carried out immediately and the maximum time to restore the UPS output for the NMRC's load shall not exceed 4 hours (inclusive of response time).

2.2.3.2 Breakdown Services

The services provided during breakdown would include for rectification of fault, technical information and assistance from the contractor. The released and defective parts shall be the property of NMRC.

2.2.3.3 24x7 response and Manpower

The Breakdown Maintenance is to be carried out any time on 24 hrs. basis, inclusive of all Sundays & Holidays during the contract period.

2.2.3.4 Failure Analysis Report

Detailed failure analysis report of S&T UPS/SMPS failures with very specific conclusion and recommendation is to be prepared by Contractor and submitted to NMRC. Also downloading of logs of S&T UPS/SMPS to be done by contractor and it is to be provided to NMRC with analysis report.

2.2.3.5 Supporting Equipment and Tools

All Tools, Plants, Machinery & Testing instruments etc. required for preventive & corrective maintenance shall be arranged by the contractor. No T&P shall be supplied to contractor by NMRC.

2.2.3.6 Spares to be maintained

NMRC S&T UPS/SMPS being vital for revenue services, contractor is to maintain critical spares available with him so as to meet any emergent requirement. A rate list of such spares/components of each type of model be provided along with the tender document. The spare should be original and unused. Tenderer has to submit the list of spares available with rates supported by proof of

purchase of new spares.

2.2.3.7 Replacement of defective parts

In case of replacement of any defective part during maintenance these component/PCBs/Modules/Parts should be of the same specifications and new one. Also, the contractor shall submit an undertaking that UPS performance & all other technical parameters have remained unaffected after corrective and preventive maintenance work.

2.2.3.8 Earthing Test Report

UPS and SMPS earthing Test shall be carried out by the contractor during every Preventive Maintenance and submit a report to NMRC.

2.2.3.9 Maintenance Reports

The Maintenance and servicing report shall be submitted in duplicate, which shall be signed by Contractor and NMRC representatives. The Contractor will submit report-giving details of Preventive, Corrective and Breakdown Maintenance carried out.

2.2.3.10 Abiding Rules

The Contractor during the Execution of work shall follow the Indian Electricity Rules, Indian Electricity Act & all other Statutory Rules, Regulations & Acts as available on date & during the period of contract.

2.2.3.11 Qualifications of Members of the team to be deployed

The contractor shall deploy a team of Technicians having minimum Diploma/Degree in Electrical/Electronics Engineering with field experience of at least 5 years in UPS system.

2.2.3.12 (24x7) Escalation Matrix

The Contractor shall provide escalation matrix (with proper designations, contact number and E-mail IDs available for 24x7 and escalation matrix at 3 levels.NMRC JE/Maintainer will also assist in carrying out repair /replacement by means of providing PTW (permit to work)/Access to location and other support etc. from NMRC.

2.2.3.13 Cleanliness and Environment

The work is to be carried out as per International norms/standards and in such a manner that all premises always look neat & clean. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the Environment.

2.3 Do's and Don'ts for Staff

2.3.1 Do's

- a) In case of fire/ anything unusual on electric traction equipment or wires, inform the respective Engineer-in-charge.
- b) Extinguish fire by special extinguishers (carbon tetrachloride or carbon dioxide type), if available.
- c) Ensure no water jet to be directed at the fire under any circumstances.
- d) Before taking up the work on a line running parallel to 25 KV AC lines, the line shall be earthed on both sides. Ensure that the distance between the two earths used for protection does not exceed 1km.
- e) Keep clear of the track and avoid contact with the rails when electric train within 250m.
- f) Special care should be taken to carry long pipes, poles or ladders so that it should not come in contact with or within 2 meters of live OHE.
- g) Cleaning work other than that of surface (i.e. of beam, pillars etc.) should be done during block period only.
- h) Whenever washing or cleaning using water jets is done, take appropriate power block.
- Cases of electric shock arising out of contact with 25 KV A.C. traction equipment shall be reported immediately to TPC.

2.3.2 DON'Ts

- a) Do not approach within 2 meters of any traction wires or live equipment.
- b) Do not work on or near traction wires or any live equipment unless they are made dead, earthed and shut down notices/ permit to work obtained.
- c) Do not enter any switching station or remote control center unless specially permitted.
- d) Do not touch a person in contact with live traction wires. Remove body only after power supply is switched off & earthed.
- e) Do not touch any traction wire hanging from the mast or fallen on the ground and do not allow anyone else to touch it.
- f) Cleaning work with conducting materials like Aluminum/ Steel rods should be avoided at all times when power block is not availed.
- g) Do not lift or raise your tools towards traction wires.
- h) Do not damage the plinth continuity, connection to BEC, OPC and handrail continuity.
- i) Do not use steel tape or metallic tape or tape with woven metal reinforcement in electrified area.
- j) Do not forget to give artificial respiration to the victim as per the prescribed procedure laid down at shock treatment charts.
- k) Metallic telescopic rods are prohibited for use in the NMRC station.
- I) Do not throw garbage in haste. Dispose it properly at designated place.
- m) Contractor has to submit undertaking in specified Performa w.r.t Does & Don'ts related to danger of work in the vicinity of 25KV traction.

2.4 SAFETY

- a) Contractor shall adopt the necessary safety procedures to avoid any type of accidents to NMRC's personnel, any other personnel & to avoid damages to NMRC assets.
- b) The contractor shall display necessary signages while carrying out the work.
- c) The Contractor shall arrange transportation for manpower, measuring instruments, tools/safety equipment like Safety gloves and anti-static bands etc. and any other supporting devices required.
- d) Only authorized staff of contractor having proper photo identity card issued by the contractor and with permission granted by employer, shall be permitted to work. The Contractor will have to submit the list of the Authorized staff along with a set of the Photo Identity Cards to whom permission will be required to be issued by NMRC.

2.5 ACCIDENTS:

- a) It shall be the sole responsibility of the contractor to adopt all the safety measures & deploy personnel who are adequately trained in safety.
- b) If any accident occurs within the station and associated area due to installation work or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor.
- c) If any damage occurs to the structures/ material & equipment during the work of contractor, the cost of damage will be recovered from the contractor's bill.
- d) Contractor shall submit the indemnity bond such that the contractor's staff shall not claim of any type, payment, and employment etc. with NMRC.

2.6 Obligation to the Contractor

- a) 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.
- b) 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.
- c) 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.
- d) Any damage or loss (including theft) caused by contractor's persons to the property & equipment's of NMRC Ltd. in whatever form may be recovered from the contractor. Recovery will be done as per the actual cost assessed by NMRC. 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.
- e) 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.

2.6.1 Service Level Agreement and Penalty:

Service Level Agreement (SLA) defines the terms of the successful bidder's responsibility in ensuring the performance of the network based on the agreed performance indicators as detailed in the agreement. Successful bidder has to co-ordinate with respective supervisor and gets the complaint closed and also has to keep proper records.

2.7.1.1 The table below summarizes the performance indicators for the services to be offered by the bidder

S.No.	SLA Term	Description
1.	System	System refers to each and every UPS/SMPS equipment present in NMRC network and their interconnections. Para 2.2.2.1 (BoM) may be referred, but not be limited to it.
2.	System Availability	'System Availability' is termed as availability of output power supply of every S&T UPS/SMPS present in NMRC Stations and Depot, along with all components of UPS/SMPS system being healthy and working properly.
3.	Preventive Maintenance	'Preventive Maintenance' refers to periodic maintenance tasks to keep system healthy.
4.	Breakdown	'Breakdown' refers to unavailability/failure of any equipment of 'System'.
5.	Corrective Maintenance	'Corrective Maintenance' refers to maintenance tasks that are undertaken to identify, isolate and repair a fault in order to restore system to an operational condition.
6.	Turnaround time	'Turnaround time' refers to time making system working after

		'Breakdown'. Turnaround time will be inclusive of time of response and commutation. This must not exceed 1 day in any case.
7.	Manpower Availability	'Manpower Availability' is termed as Physical Presence of Contractor's staff in NMRC network round the clock.
8.	Escalation	'Escalation' refers to levels of responses from bidder during breakdown.
9.	Planned System outage	'Planned System Outage' refers to unavailability of System due to preventive maintenance activities. Details related to such planned outage shall be approved by the TENDERER or authorized authority and shall be notified to all the concerned persons in advance (at least 24 Hours). It is desirable that such outage shall be taken on non-revenue hours.
10.	Unplanned System outage	'Unplanned System Outage' refers to unavailability of System due to failure/Breakdown and corrective maintenance. Unplanned system outage must not exceed 04 Hours in any case, which is 'Turnaround time'.

2.6.2 Appropriate Penalties will be recovered from the quarterly payment if successful bidder is not able to achieve required Service levels as mentioned below:

S.No.	SLA	Target	Penalty	
1.	Turnaround time and Corrective Maintenance to	As per	Time Period	Penalty for every incident of delay or non-completion
	ensure System Availability after	SLA	Beyond 04 Hours	Rs.200/- per Hour Upto 24 Hours.
	every Breakdown/Failure.		Beyond 01 Day	Rs. 1000/- per day Upto 10 days

Note: Further NMRC also reserve the right to impose any amount of penalty which may arise due to the negligence /manhandling of contractor /failure to attend the fault with in stipulated time.

Repeated violations may result in termination of the contract and forfeiture of the PBG. Maximum cumulative penalty must not exceed 10% (Ten Percent) of total contract value. Failing which contract would deemed terminated.

Section 3: Instructions to Bidders

3.1 General instructions

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).
- h. 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:
 - A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the project;
 - ii. A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in sub paragraph above; or
 - iii. A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.

3.1.1 Bid Document / e-Tender processing Fee

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

3.1.2 Acknowledgement by Bidder

- a) It shall be deemed that by submitting the e-Bid, the Bidder has.
- b) Made a complete and careful examination of the e-Bid.
- c) Received all relevant information requested from NMRC.
- d) 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.
- e) 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.
- f) Acknowledged that it does not have a Conflict of Interest; and Agreed to be bound by the undertaking provided by it under and in terms hereof.

3.1.3 Availability of Bid Document

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

3.1.4 Clarifications of e-Bid

- a) During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b) Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the Joint. General Manager/AFC-Tele, 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: Rate Contract for S&T UPS system installed in NMRC". The responses will be posted to all such queries on the official Website www.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.
- c) A pre- submission meeting shall be called on the date mentioned in **Data Sheet** at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ e- Tendering website.
- d) In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- e) 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.
- f) 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

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

3.2 Preparation and submission of Bids

3.2.1 Language of e-Bid

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

3.2.2 Documents 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.

3.2.3 E-Bid form

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

3.2.4 E-Bid Currency

Prices shall be quoted in Indian Rupees only.

3.2.5 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.

3.2.6 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.

3.2.7 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 heldresponsible.

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

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

- 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 nonresponsive.
- 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) NMRC shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- b) No Bidders or its Technical Partners shall contact NMRC on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- c) Any effort by the Bidder or by its Technical Partners to influence NMRC in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.
- d) During the course of Bid evaluation, if required, NMRC may seek any clarification from Bidder.

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 favor of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- Unsuccessful Bidder's EMD will be returned within 45 days after conclusion or discharge of the tender.
- d. No interest will be paid by the Purchaser on the Earnest Money Deposit.
- e. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- f. The EMD may be forfeited:
 - If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.
- g. Tender Cost and Tender Security is exempted for Micro & Small Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category and have valid registration certificate as on date of tender submission.

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

- i. Either they are not registered for appropriate category.
- ii. 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. "**Electrical work**" and Terminal

Validity of registration.

3.4 Opening and Evaluation of Bids

3.4.1 Opening of technical e-Bid by NMRC

- a. NMRC will open all technical e-Bids, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at NMRC Office. The Bidder's representatives who are present shall 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.

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, until a formal contract agreement is executed within a stipulated time.

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.

3.5.5 Additional Force Majeure Conditions

Pandemic situations such Covid-19 or similar will also be treated as Force Majeure.

Section 4: Eligibility, Evaluation and Selection Process

4.1 Eligibility Criteria

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

- a) Sole proprietorship, registered partnership firm (including LLP), public limited company, private limited company of any of the above can submit the Bid. The firms and the companies should be registered in India.
- b) The Bidder should have a minimum experience of having satisfactorily and successfully completed similar works during last 7 (Seven) years period ending last day of month previous to the one in which the bids are invited should be either of the following:
 - One similar completed work costing not less than the amount equal to Rs. 891,466/- (Rupees Eight Lakh Ninety One Thousand Four Hundred and Sixty Six Only) or
 - Two similar completed works each costing not less than the amount equal to Rs. 557,166/- (Rupees Five Lakh Fifty Seven Thousand One Hundred and Sixty Six Only) or
- Three similar completed works each costing not less than the amount equal to Rs. 445,733/- (Rupees Four Lakh Forty Five Thousand Seven Hundred and Thirty Three Only)

"Definition of Similar Works-Works involving supply, installation, testing and commissioning of UPS/SMPS in Railways or Metro Rail Projects or Department of centre/ state governments or centre /state PSE's or private limited company of repute."

- c) The Bidder should have minimum Average Annual Turnover from similar work of Rs. 11, 14,333/- (Rupees Eleven Lakh Fourteen Thousand Three Hundred and Thirty Three Only) in the last 3 (three) Financial Years (2022-23, 2023-24 and 2024-25) preceding the Bid Due Date.
- d) The Bidder should be registered with the Goods and Services Tax Authorities.
- e) The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfillment of Contractual obligation in last 5 (five) financial years.
- f) The bidder must not be involved in any legal cases, proceedings, notices, litigations, and complaints with NMRC, which have been served or yet to be closed.
- g) Profit before tax should be positive in at least 1 (one) years; out of the last 3 (three) audited financial years.
- h) The bidder must be an OEM authorized firm.

4.1.1 The Bidder shall also furnish the following documentary proof:

- a. For above criteria 4.1a
 - Statutory proof of existence as the legal entity.
 - ii. Self-attested copy of PAN.

- b. For above criteria 4.1b
 - Form 4: Work Experience with work order /signed contracts and completion certificates, clearly indicating the value and nature of experiences and other documentary evidence as mentioned in Form -4.
- c. For above criteria 4.1 (c) & (d)
 - 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 ending 31st March 2025.

 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 for latest three financial years ending 31st March 2025.
 - iv. Its compulsory for the bidder to fill this statement and the bidder must submit those documents that support this statement.
- d. For above criteria 4.1e
 - i. Self-attested copy of GST registration certificate
- e. For above criteria 4.1f
 - i. Form7: Undertaking

4.2 Information of the Technical and Financial Proposal

- a. The Bidder satisfying technical and financial eligibility criteria shall be considered as technically and financially qualified.
- a. The financial proposal of only qualified Bidders shall be opened for evaluation.
- b. The Bidder with the lowest quoted price for the term of 12 Months in the financial quote (L1 bidder) shall be selected for the award of contract.

4.2.1 Selection of Bidder

After the above evaluation process, the technically qualified bidder may be declared as the selected bidder (Selected bidder) for the project.

- a. In case, two or more technically qualified bidders quote the same rate in the Commercial Bid, and become Lowest (i.e. L-1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover during the last 3 year ending 31st March 2025.
- b. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- c. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (Ten) days from the date of issue of NOA.

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

4.3 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 complete the work within stipulated time period as per RFP and 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. 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.
- e. 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.

4.4 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 DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank of Noida/Delhi NCR in favor of NMRC. Valid for 18 months the date of acceptance of Notice of Award, within 30 days from Notice of Award acceptance given by contractor. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. In case of extension of tenure by 6 months, the performance bank guarantee shall be extended by 6 months as well.

- b.It is to note that if contract value increases by more than 25% of the original contract value, the performance bank guarantee shall be increased accordingly.
- c. A Contract agreement will have to be signed by the Contractor at his cost on proper stamp paper. Without performance guarantee by Contractor, Contract agreement shall not be signed.
- d.NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
 - Any amount which NMRC becomes liable to the Government/Third party due to any default of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.
 - 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.

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.

e. In any case of Insolvency and Breach of contract as per Para 5.2 of this contract, NMRC reserves the right to en cash performance bank guaranty.

4.5 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:
 - i. Joint. General Manager/ AFC-Tele
 - ii. Noida Metro Rail Corporation (NMRC) Limited
 - iii. Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301
 - iv. District Gautam Budh Nagar, Uttar Pradesh Email: nmrc.afc@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.

4.6 Project Financial Terms

Payment Terms

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

- a. No payment will be made for items rejected.
- b. 50% payment along with taxes will be made half yearly after-
 - (i) Completion of service visits (irrespective of no. of visit) as per the requirement of NMRC
 - (ii) Acceptance /Receiving by NMRC.
 - (iii) Submission of tax invoices, delivery Challan and E-way bill and other relevant documents after deduction of penalty /Recovery if any.
- Balance 50% payment will be made after completion of contract period on certification of NMRC.
- d. No Payment shall be made in advance.
- e. TDS on invoice will be deducted while processing bills as per Govt. guidelines.
- f. GST if claimed, will be reimbursed only if the GST registration number is mentioned in the invoice. In the absence of GST registration no., GST will not be reimbursed. Further GST will be reimbursed only when GST is reflected on the GST portal.
- g. Statuary deduction will be made from payment as per prevalent law.
- h. Quote PAN and GST on correspondence, bills, vouchers and other documents, otherwise TDS at higher of the prescribed rate will be deducted.
- i. MOM of the work shall also be attached with the billing schedule.
- j. Payment shall be made within 45 days from the submission of bill.

Section 5: Draft Contract Agreement

THIS A Nagar,	GREEMENT made on theday of2021 at Noida, District Gautam Budh
Uttar F "NMRC Numbe Ganga Prades by called the co	Pradesh Between Noida Metro Rail Corporation Limited (Hereafter referred to as e"), a company incorporated under Companies Act 2013, vide corporate identification r: U60231UP2014SGC066849 and having its registered office at Block-III, 3rd Floor, Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar sh, India represented by of the company, by virtue of his designation and authorization Sh
AND	
by shall u include Corpor " should	having its registered at
The Co	rporation 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 -
Refere	nce:
(i) (ii) (iii)	Tender No
	d. Section 4: Eligibility, Evaluation and Selection Process
	e. Section 5: General Conditions of Contract (GCC)
	f. Section 6: Draft contract agreement
	g. Section 7: Forms
(iv)	Notice of Award () issued by NMRC
(v)	Letter of Acceptance of NOA () given byto NMRC

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

3. Duration of Contract

The Corporation intends to appoint a Contractor to NMRC for a period of 12 Months.

4. Price Schedule

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

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

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

Signature of the authorized official	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

Rate contract for S&T UPS system installed in NMRC

Address	Address
Sign of Witness 2	Sign of Witness 2
Name	Name
Address	Address

Section 6: Forms

Form 1: Letter of Proposal Submission

[Location, Date]

To

Jt. General Manager/AFC-Tele
Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida -201301
District Gautam Budh Nagar, Uttar Pradesh

Subject: Rate Contract for S&T UPS system installed in NMRC

Dear Sir,

We, the undersigned, offer to **Rate Contract for S&T UPS system installed in NMRC** in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

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

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

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

Authorized	
signatory	
Name:	
Date:	
Name of the	Bidder with seal

Form 2: Firm Details

1.	Title and name of	the Project:								
	Rate Contract for									
2.	State the structure of the Bidder's organization (Bidders to complete/delete as appropriate)									
	Sole Bidder/Consortium									
3.	For Bidders who are individual companies or firms, state the following:									
	Name of Company or firm:									
	Legal status: (e.g. incorporated private company, proprietorship, etc.)									
	Registered address	s:								
	Year of incorporation									
	Principal place of business:									
	Contact person:									
	Contact person's ti									
	Address, telepho	one, facsimile	number and	d e-mail ID	of contact	person:				
		• • • • • • • • • • • • • • • • • • • •								
4.	In case of a consor	tium, state the fo	llowing:							
	Names of	Legal Status	Registered	Percentage	Contact					
	members		address and	participation	Details					
	(Lead		principal place	(equity)	(Name,					
	member first):		or business		Mobile No.,					
					Email					
					Address)					
	a.									
	b.									
	Note:									
	NOIG.									
	Authorized contact	person (from lea	nd member):							
		, po. co (c								
	Contact person's ti	tle:								
	Address, telephone, facsimile and e-mail ID of contact person:									
	· '	,		•						
5	GST Registration N	Number (Attach D	ocumentary Prod	of)						
		,		,						
6	PAN (Attach Docur	mentary Proof)								
7	Employees Provide	Employees Provident Fund No. (attach documentary proof)								
•										
3	Employees state insurance Act in India No. (attach documentary proof)									
	1									

Form3: Capability Statement

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

Tender Reference No:		
Name of Work:		
Name of Bidder:		

S.No.	ELIGIBILITY CRITERIA	(To be Bidder)	filled	by	the
1	Sole proprietorship, registered partnership firm (including LLP), public limited company, private limited company or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India. (Yes/No)				
2	The Bidder should have a minimum experience of having satisfactorily and successfully completed similar works during last 7 years period ending last day of month previous to the one in which the bids are invited should be either of the following: i. One similar completed work costing not less than the amount equal to Rs. 891,466/- (Rupees Eight Lakh Ninety One Thousand Four Hundred and Sixty Six Only)or ii. Two similar completed works each costing not less than the amount equal to Rs. 557,166/- (Rupees Five Lakh Fifty Seven Thousand One Hundred and Sixty Six Only)or iii. Three similar completed works each costing not less than the amount equal to Rs. 445,733 (Rupees Four Lakh Forty Five Thousand Seven Hundred and Thirty Three Only)				

S.No.	ELIGIBILITY CRITERIA		(To be Bidder)	by	the
3	The Bidder should have minimum Average Annual Turnover from	FY 2024-25			
	similar work of Rs. 11, 14,333/- (Rupees Eleven Lakh Fourteen	FY 2023-24			
	Thousand Three Hundred and Thirty Three Only) in the last 3	FY 2022-23			
	(three) Financial Years (2022-23, 2023-24, 2024-25) preceding the Bid Due Date.	Total	_		
	Bid Bdc Bate.				
			-		
4	The Bidder should have Positive Profit before Tax in at least 1	FY 2024-25			
	(one) year, out of the last 3 (three) Financial Years (2022-	FY 2023-24			
	23,2023-24,2024-25)	FY 2022-23			
		Total			
5	The Bidder should be registered with Authorities.				
6	The Bidder should not have been ineligible for corrupt and fraudulent India/ any State Government/ Government/ and contracts have been				
	company / department due to obligation				
	in last 5 (five) financial years.				

Form 4: Work Experience

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

S.N	Contract	Contract Award date & a completion Number date	Employer's Name, address, telephone		Completion cost	Value of similar work in	
	description N		aate	number, e- mail etc	ndividual		complete d work
1							
2							
3							
4							
	Add required I	number of rows					

_			_	_
Λ.			izec	J
Aι	ıu	ЮI	ızec	1

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 "Electrical equipment's supplied".
- 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 work order and 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 the additional documentary proofs such as copy of Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof will not be evaluated.
- Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.
- 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. If the above work(s) comprise(s) other works also, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.

Form 5: Financial Capability Details

This	is	to	certify	that	the	e Average Annual Turnover and Profitability of M/s	
							having
registe	ered		office	a	at		
, as applicable, is as below:							

S.No.	Financial year	Name of the Bidder	Turnover from Similar Work
1.	FY 2024-25		
2.	FY 2023-24		
3.	FY 2022-23		
	Average Annual Turnover		

S.No.	Financial Year	Name of Bidder	Profitability
1.	FY 2024-25		
2.	FY 2023-24		
3.	FY 2022-23		

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 2022-23, 2023-24 and 2024-25 is correct.					

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

Undertaking

I/ We				_(M/s)	declar	e i	that	the	Annu	al <i>i</i>	Accour	ıts	for	FΥ
2024-25	have not	been a	audited	so far.	We	are	sub	mitting	the	e CA	cer	tified p	orov	/isional	ac	cour	nts,
which sh	all be subs	stantiat	ted by t	the Aud	ited /	Acco	unts	s, when	pr	epar	ed.						

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.

Form 6: Bid Validity

Name of Work: Rate Contract for S&T UPS system installed in NMRC.

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

I/We/ any 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 D			

Witness:

Address:

Occupation

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

Form7: Undertaking

Name of Work: Rate Contract for S&T UPS system installed in NMRC

I confir	m that we (Tenderer),
a.	Have not been banned /declared ineligible for corrupt and fraudulent practices by an government/government-undertaking/ semi-government/ govt. controlled institutions, an 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. Have not submitted any misleading information in the Bid.
- i. Are financially sound to perform the work.

Authorized

signatory

Name:

Date:

Name of the Bidder with seal

Form8: Authorization Form

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

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

Know all men by these presents, We
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
Accepted
Attested
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

Recolution	on dated	
Resolution	m dated	

W	/1	ΓN	IF	SS

1.	
(Sig	nature) Name
2.	Designation
	(Signature) Name
Notes:	Designation

- (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 favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Form 9: Saleable Form for Tender Document

Job No.	
The required fee of tender form has been deposited inBank A/c No.	
RTGS/NEFT and the scanned copy of UTR receipt with Transaction Id is being end tender documents. If the copy of UTR receipt is not uploaded with the E-tender the to rejected.	closed with E-
DETAILS OF ERNEST MONEY ATTACHED	
The required amount of Earnest money has been deposited in	
being enclosed with E-tender documents. If the copy of UTR receipt is not uploade tender the tender shall be rejected.	
BIDDER	

Form 10: Declaration of Refund of Earnest Money

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

1	Bidder Name				Т	1																П	
	2.000																						
2	Bidder Address																						
																						\sqcup	
										ļ								ļ		<u> </u>		<u></u>	
3	Bank Name											1	1	l	1				l 1				$\overline{}$
•	Bank Hame																						
						!			1	1	ļ	1	<u> </u>		l	l	l	<u> </u>					
4	Bank Branch																						
5	A/c No	_							1		1		1	1				1					_
5	A/C NO																			L			
6	IFSC Code																						
				•							•	•											
7	PAN No.																					Ш	
8	Tin/TAN No.	_	ı .						1	1	1	I	1					1			1 1		_
0	IIII/IAN NO.																						
9	GST No.																						
				1	1				1		l							1					
10	Phone No.																						
11	Mobile No.	_	ı .						1	1	1	I	1					1			1 1		_
11	WODIIE NO.																			L			
12	Email-Id				T																		\neg
						!			1	1	ļ	1	<u> </u>		l	l	l	<u> </u>					
13	Type of Account	t																					
	FOR OFFICE USE O	NLY	Y																				
14	Party Unique Id																						
	yq	<u> </u>	I						1	1	l	I	1		 	1		1			11		
	The above provided information is true to the best of my knowledge.																						

Page **46** of **55**

Signature with Stamp/Seal

Date:

Form11: Proforma for Clarifications / Amendments on the RFP

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

Authorized

signatory

Name:

Date:

Name of the Bidder with seal

Form 12: Bid Offer/ BOQ (Format)

To

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

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

Sub: Rate Contract for S&T UPS system installed in NMRC

Dear Sir,

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

I/we hereby quote the following Total price for services in rupees for providing Rate Contract for S&T UPS system installed in NMRC, payable by NMRC.

Price Schedule for Rate Contract for S&T UPS system installed in NMRC

S.N o.	Description Of Work	Unit	Quantity	Unit Rate (Excluding GST) to be entered by the Bidder-Rs. (in figures)	Total quoted amount (Excluding GST) by bidder (in Figures)	
			а	b	c=axb	
1	S&T UPS and SMPS plants installed at NMRC Stations and Depot Service Support for 44 Visits	Months	12			
2	DELTA UPS service support charges for single visit (Additional visit in the interim period after exhaustion of 44 visits).	Visit	1			

^{*}The bidder is required to fill only empty cells.

^{*}The quoted rates shall be for NMRC destination at Noida Metro.

^{*}GST is to be paid extra as per actual.

^{*} UPS contract will be awarded for Twelve (12) Months including 44 Visit, Additional Visit after Exhaustion of 44 Visit shall be charged on per visit basis.

+Rate contract for spares excluding GST

S.NO.	SAP No. Cards	Type of UPS/SMPS for which	Definition /Name of Cards	Unit Rate Rs. (In Figure) to be Entered by Bidder
1	5505002265-S	30KVA	COMMUNICATION X BOARD-A	
2	5505002246-S	30/60/120KVA	HPH_Snub_ 40k Static SCR Snubber Board	
3	5505002527-SP	60/120KVA	PWB ASSY PFC POWER BD HPH- A (120K)+G	
4	5505002528-SP	60/120 KVA	PWB ASSY INV POWER BD HPH- B(120K)+G	
5	5505002248-S	30KVA	INVERTER POWER B BOARD	
6	55O5002532-SP	60/120KVA	PWB ASSY REC FUSE BD HPH- H(120K)	
7	5505002772-SP	60/120KVA	WB ASSY LCD BD HPH- D(120K, NEW)	
8	5505002530-SP	60/120KVA	PWB ASSY BYPASS EMI BD HPH-E (120K)	
9	5505002531-SP	60/120KVA	PWB ASSY I/P EMI BD HPH-F(120K)	
10	5505002533-SP	60/120KVA	PWB ASSY PFC CHOKE BD HPH- K(120K)	
11	5505002534-SP	60/120KVA	WB ASSY LC BD HPH-L(120K)	
12	5505002259-S	30KVA	RECTIFIER/PFC CONTROL M BOARD	
13	5505002535-SP	60/120KVA	PWB ASSY CTRL BD HPH-M(120K)	
14	5505002254-S	30KVA	PFC CHOKE K BOARD	
15	5505002260-S	30KVA	INVERTER/SYSTEM CONTROL N BOARD	
16	5505002737	60/120KVA	PWB ASSY COMM-B BD HPH-Y(120K)	
17	5505002538	60/120KVA	PWB ASSY AUX POWER BD HPH-P (120K) +S	
18	5505002537	60/120KVA	PWB ASSY O/P CT BOARD HPH-O	

			(120K)
19	5505002540	60/120KVA	PWB ASSY COMM-
19		00/1201074	A BD HPH-X (120K)
20	5505002539	60/120KVA	PWB ASSY REC BD
			HPH-R (120K) + I +J RECTIFIER R
21	5505002734	30KVA	BOARD
			PWB ASSY CHRG
22	5505002668-SP	60/120KVA	CONN BD HPH-T
			(120K)
23	5505002257-S	30KVA	INVERTER LC
			FILTER LT BOARD COMMUNICATION
24	5505002541-SP	30KVA	Y BOARD -B
			PWB ASSY COMM-
25	550500266T-SP	60/120KVA	B BD HPH-Y2
			(120K)
00		00/400/0/4	PWB ASSY CONN-
26	5505002542-SP	60/120KVA	BD HPH-Z1 + Z2 (120K)
	5505000700 OD		
27	5505002733-SP	30KVA	INPUT EMI FILTER BOARD (30K)
			BOARD (SUR)
28	EE0E0033E6 S	2017//	INVERTER LC
20	5505002256-S	30KVA	FILTER L BOARD
			DISPLAY BOARD
29	5505002456-S	30KVA	(30K)
30	550500004.0	30KVA	OUTPUT CT 'O'
30	5505002261-S	JUNVA	BOARD
31	5505002734-SP	30KVA	Rectifier Power Board
			(30k) PWB ASSY CTRL
32	5505002536-SP	60/120KVA	BD HPH-N
02	0000002000 01	00/120/(//((120K)WB
33	5505002266-S	30KVA	COMMUNICATION
33	3303002200-3	JUNVA	Y BOARD -B
0.4	5505000500 00	00/400/0/4	PWB ASSY CHRG
34	5505002529-SP	60/120KVA	BD 20A HPH-C
			(120K) +G AUX POWER P
35	5505002262-S	30KVA	BOARD
26	EE0E002209 C	30KVA	BYPASS EMI
36	5505002308-S	SUNVA	FILTER E BOARD
37	5505002310-S	30KVA	CAHRGER BOARD
'			(30K OLD)
38	5505002249	30KVA	CAHRGER C BOARD (30K NEW)
39		30/60/120KVA	SNMP CARD
40	5059730405	30/60/120KVA	LCM
	222.00.00	100A/150A	25 Amp Rectifier
41		SMPS	(SMR)
		100A/150A	FCBC/Controller
42		SMPS	cards for rectifiers in
		1	SMPS

Note:

- 1. The tenderer shall mention Quoted Rate (Per item) In Figures for NMRC destination at Noida Metro Depot.
- 2. The Amount Arrived at from Quoted Rate, per item along with Miscellaneous Charges in the Commercial Bid, would be treated as complete in all respect. It will be deemed to include all incidental charges, supervision, transport, contractor's profit and establishment/overheads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract.
- 3. The total payment due to contractor shall be inclusive of all taxes, Tender Requirements, Statutory Contributions, etc.
- The GST will be reimbursed based on the invoice of GST paid to the concerned authority by the contractor.
- 5. 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, labo ur, supervision, materials, including all leads, lifts, ascents, descants, crossing of Rly. tracks and any other obstructions etc. unloading, loading, handling, re-handling, taxes (including GST), royalty and compensation etc. all temporary works, erection, maintenance, contractor's profit and establishment/ over heads, together with all general risks, insurance liabilities and obligations set out or implied in the contract.
- **6.** We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfils all the requirements of the Tender Document.
- **7.** Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

7.13 Form 13: OEM Authorization Form

То

Joint General Manager/AFC-Tele, Noida Metro Rail Corporation (NMRC) Limited Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301 District Gautam Buddh Nagar, Uttar Pradesh

TO WHOMSOEVER IT MAY CONCERN

10 WIIOWIOCEVE	<u> </u>	CONC	LIXIN						
	((Brand a	and catego	ory name). W	e are se	lling throug		horized o	hannel
partners in India fo									•
parts. We al									
authorizek	orand(OEM	1	(Biddei brand)	for	our	differe	ent	range	of
products			(Bidd	der) will perfo	rm all the	e tasks rela	ted to UP	S/SMPS	work in
NMRC in consultati	ion with us	. It is re	equested t	that			(Bidder) r	nay be
treated as OEM aut									
(Signature of Autho	rized Signa	atory)			(Signa	ature of Aut	horized S	ignatory)	1
For	(OEM)				For		(D	eemed	OEM
name)	- ` '						•		
Name:-					Name	•			
Designation:-					_	nation:-			
E-mail:					E-mai				
Tel (Landline):-					•	andline):-			
Full Address:						ddress:			
Date: -					Date:-				
Seal of Organization	n: -				Seal c	of Organizat	tion:-		

Form 14: 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	Page no.
		Yes / No / Not	(Mandatory)
		Applicable	
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form3: Capability Statement		
6	Form 4: Work Experience		
7	Form 5: Financial Capability Details		
8	Form 6: Bid Validity		
9	Form7: Undertaking		
10	Form8: Authorization Form		
11	Form9: Saleable form for Tender		
40	Document		
12	Form 10: Declaration of Refund of Earnest Money		
13	Form 11: Performa for Clarifications / Amendments		
	on the RFP		
14	Form 12: Bid offer/BOQ Format		
	, , , , , , , , , , , , , , , , , , ,		
15	Form 13: OEM Authorization Form		
16	Form 14: Bid Details		
17	Registration certificate of the firm/ Partnership		
	deed/ certificate of incorporation, etc.		
18	Form 5: Financial Capability Details		
	A copy of the Audited balance sheets and Profit		
	and Loss Statements for the last 3 (three) financial years		
19	Self-attested copy of PAN, ITR, GST		
20	Any other document asked by the Purchaser if		
	submitted, specify the documents		
	Or		
	Any other document which the Tenderer		
	considers relevant		

BoQ of NMRC Depot UPS System- Annexure 1

	BOQ of NMRC Depot						
S.No.	Equipment Description	Quantity					
1	120kVA UPS	2					
2	166kVA Input ATS Panel	1					
3	Servo stabilizer (125 kVA)	1					
4	VRLA Battery2V,340AH,240Cells (1 Set)	2 Sets					
5	Battery Circuit Breaker (BCB)	2					
6	Environment Monitoring System (EMS)	2					
7	SNMP card	2					
8	Output Distribution Box (ACDB)	1					
9	VRLA Battery 2V,340AH, 6Cells (Spare)	1					
10	12V/35A Charger for Spare cells	1					
11	NMS Workstation	1					

• BoQ of 60kVA UPS-

BOQ	BOQ of Interlocking Stations (Sec 51, Sec 144 and Depot Station)					
S.No.	Equipment Description	Quantity				
1	60kVA UPS	2				
2	96kVA Input ATS Panel	1				
3	Servo stabilizer (60 kVA)	1				
4	VRLABattery2V,340AH,240Cells (1 set)	2 Sets				
5	Battery Circuit Breaker (BCB)	2				
6	Environment Monitoring System (EMS)	2				
7	SNMP card	2				
8	Output Distribution Box (ACDB)	1				
9	VRLA Battery2V,340AH, 6Cells(Spare)	1				
10	12V/35A Charger for Spare cells	1				

Annexure 1

• BoQ of 30kVA UPS System-

BOQ of Non-Interlocking Stations				
S.No.	Equipment Description	Quantity		
1	30kVA UPS	2		
2	52kVA Input ATS Panel	1		
3	Servo stabilizer (30 kVA)	1		
4	VRLABattery2V,200AH,192Cells (1 Set)	2 Sets		
5	Battery Circuit Breaker (BCB)	2		
6	Environment Monitoring System (EMS)	2		
7	SNMP card	2		
8	Output Distribution Box (ACDB)	1		
9	VRLA Battery 2V,200AH,6Cells(Spare)	1		
10	12V/20A Charger for Spare cells	1		

SMPS System Distribution

S. No.	Location	SMPS Ratings	Quantit y
1	Stations with BTS Sites	150 Amp.	7
2	Stations with non BTS Sites	100 Amp.	15

SMPS Specifications

omenclature	Specifications
voltage range (Three Phase)	415 V AC (+10%, -20%) complies
put Frequency	Hz +/- 5% Complied
Power Factor	>0.8 complied
output Current	As required for each location complied
output Voltage for nmunication equipmen	48 V complied t
oost Voltage per cell	2.3 V for each basic cell of 2V complied
Float Voltage	2.3 V for each basic cell of 2V complied
Direct Supply	2V for each basic cell of 2V complied
ailability Check	1.75V for each basic cell of 2V complied
Voltage stability static namic Load (0-100 %) h 2ms setting time	
esponse Time	<5 Complied
iency (Minimum)	90% complied with load >10%
nometrically weighted noise voltage	2mv complied
ating Temperature	0 degree to 55 degree complied
age Temperature	0 degree to 70 degree complied
ve Humidity (non- conditioning)	Up to 95 % at 40 degree Celsius complied.
- CONTRICTION	···9 /

Rate contract for S&T UPS system installed in NMRC