



NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

REQUEST FOR PROPOSAL (RFP)

Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years

Tender No.: NMRC/UPS/EL327/2026/476

Single Tender

JUNE 2026

Issued by:

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

Disclaimer

This Request for Proposal (RFP) Document for “*Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years*” contains brief information about the scope of work and selection process for the Bidder (“the Contractor” or “the Tenderer”). 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 Bids. Noida Metro Rail Corporation Ltd. (“NMRC” or “the Corporation” or “the Employer”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

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

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

Glossary

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

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

Data Sheet

1	Name of the Bid	Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years
2	Approximate Cost of Work	Rs. 2,87,864.18 (Rupees Two Lac Eighty Seven Thousand Eight Hundred Sixty Four and eighteen paise Only)
3	Time-period of contract	Three year
4	Method of selection	Single Bid
5	Bid Processing Fee	INR 5900/- (including GST) (Rupees Five Thousand Nine Hundred only) through RTGS/NEFT only payable in favor of Noida Metro Rail Corporation Limited
6	Earnest Money Deposit (EMD)	INR 5758/- (including GST) (INR Five Thousand Seven Hundred Fifty Eight only)
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Corporation's official for addressing queries and clarifications	GM Civil, NMRC Noida Metro Rail Corporation (NMRC) Limited Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301 District Gautam Buddha Nagar, Uttar Pradesh Email: nmrcrsandel@gmail.com
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	Schedule of Bidding Process	
	Head	Key Dates
	Uploading of Bid	22.07.2026
	Pre-bid Meeting	24.07.2026, 11:00 hrs (IST)
	Last date of submission of Queries	31.07.2026, 18:00 hrs (IST)
	Last date of issuing amendment/clarifications, if any	06.08.2026
	Last Date of Bid Submission	17.08.2026, 11:00 hrs (IST)
	Date of Technical Bid Opening	17.08.2026, 12:00 hrs (IST)
13	Consortium to be allowed	No
14	Account details	For Bid Processing Fee & EMD State Bank of India (04077) - Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.

Contents

REQUEST FOR PROPOSAL (RFP).....	1
Disclaimer.....	2
Glossary	3
Data Sheet	4
1) Section 1: General Information	6
2. Section 2: Terms of Reference.....	7
3. Section 3: Instructions to Bidders	9
4 Section 4: Qualification, Evaluation and Selection Process	19
UNDERTAKING	19
FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK.....	23
5 Section 5: Special Conditions of Contract (SCC)	25
6 Section 6: Technical Specifications.....	32
7 Section 7: Draft Contract Agreement.....	34
8 Section 8: Appendix	36
Appendix 1: Metro Alignment	36
9 Forms of Tender	38
Form 1: Letter of Proposal Submission.....	38
Form 2: Firm Details	39
Form 3: Eligibility Statement	40
Form 4: Work Experience: DELETED	41
Form 6: Memorandum	41
Form 7: Undertaking.....	42
Form 8: Power of Attorney	43
Form 9: Saleable Form for Tender Document	45
Form 10: Declaration of Refund of Earnest Money	46
Form 11: Undertaking pertaining to Personnel	47
Form 12: Proposed Personnel	48
Form 15: Obligation/ Compliance to be ensured by Contractor	49
Form 16: Performa for Clarifications / Amendments on the RFP	50
Form 17: Bid Offer/ BOQ	51
BOQ	51
Form 18: Bid Details	53

1) Section 1: General Information

Basic Information

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed by Noida and Greater Noida Authorities for planning and executing urban transport projects in Noida, Greater Noida regions. The Corporation desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Corporation is to help create an efficient, safe, reliable, economical and affordable public transport system.
- c. An elevated metro line between Noida and Greater Noida is already under Revenue operation.
- d. This is a Single Tender in which only Original Equipment Manufacturer i.e. **M/s Best Power Equipment's (I) Pvt. Ltd.** for the designated work, who fulfils all the requirements laid down in this document can participate. In this regard, the Corporation now invites the interested Bidder to submit the proposal as per provision of this RFP Document.

1.2 About Metro 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 Sector 51 in Noida and ends up at Depot Station in Greater Noida. The map is in Appendix 1: Metro Alignment

Communication

All communications should be addressed to -

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

2. Section 2: Terms of Reference

2.1 Objective

Execution of *Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years*. The Tenderer is to carry out their self-assessment in respect of their capacity in terms of manpower, maintenance, machine, spare parts and finance. The Bidder should be able to take up additional similar work at short notice. Similarly the scope of work may also be reduced on account of poor performance and contractor shall have no right for any claims due to reduction in scope of work.

2.2 General

The works shall be done in accordance with Employer's Requirements and the other requirements of the Contract.

The work shall be executed to the highest standards available using proven up-to-date good Engineering practices. Tenders are called from the electrical contractor having valid contractor license.

2.3 Scope of Works

The work for "Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years" shall be executed as mentioned in 'Technical Specifications & Employer's requirement' with suitable uniformed trained technician, Consumables, spare parts, modern equipments & machinery etc.

All activities to be carried out as per the Schedule of work, Technical Specification and 'Bill of Quantity', as per 'Special conditions of contracts' and as other terms & conditions of tender documents.

Other miscellaneous items shall be as per instructions of engineer in charge.

It is to be noted:

- a. The contractor shall plan & execute the work in such a way that the work proceeds smoothly to the satisfaction of engineer.
- b. The Contractor shall attend regular coordination meetings convened by the employer / engineer for interface and adhere to the decisions taken in the meeting.
- c. Access will be provided to the staff appointed by the contractor for carrying out their works and bringing materials and Equipments at site. However, the security of materials and Equipments brought at the site will be the responsibility of the Contractor.
- d. The Contractor shall take all necessary precautions to ensure safety of the staff, adjoining structures, materials & equipments and the work in progress as per the directions of engineer-in-charge.
- e. Only authorized staff of contractor having proper identity card shall be permitted to enter in RSS Sector 83/ NMRC head office for execution of work.
- f. All incidental arrangements for safe transport of Material, machine, tools etc. shall be the responsibility of the contractor. All expenditure to be incurred in this connection shall be borne by contractor.
- g. Log book detailing work carried out by Contractor with mentioning date, details of work completed, and complaints if any etc. will be maintained and signed both by NMRC and contractor officials.

h. In case of discrepancy among Standard codes of Practice, Technical Specifications and provision in sub-clauses in this NIT, the order of precedence will be as below:

- Provision in NIT/BOQ
- Technical Specifications
- Standard Code of Practice

2.4 Tenure

This contract will be valid for three year or up to the extended period as decided mutually by the Contractor & Engineer after approval of the Competent Authority.

3. Section 3: Instructions to Bidders

3.1 General instructions

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

3.2 Cost of Bid Document / e-Tender processing Fee

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

3.3 Acknowledgement by Bidder

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

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

3.4 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.

3.5 Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the **GM Civil, NMRC only before or during Pre-Bid Meeting** held at NMRC. The envelopes / communication shall clearly bear the following identification / title: **"Queries/ Request for Additional Information: RFP for Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years "**. The responses will be

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

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

3.6 Amendment of e-Bid Document

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

3.7 Preparation and submission of Bids

3.7.1 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.

3.7.2 Documents constituting the e-Bid

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

3.7.2.1 Technical e-Bid-

Technical e-Bid will comprise of -

a. Fee details - Details of Bid processing fee and prescribed EMD

b. Eligibility details- Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.

c. Technical Evaluation - Details of all documents needed for Technical evaluation as mentioned in this RFP.

3.7.2.2 Financial e-Bid -

Price bid –Bill of Quantities in XLS format to be filled in after downloading from the e-Procurement website for this e-tender. There shall be a single quote.

3.7.3 Documents Establishing Bidder's Qualification

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

3.7.4 E-Bid form

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

3.7.5 E-Bid Currency

Prices shall be quoted in Indian Rupees only.

3.7.6 Formats and Signing of e-Bid

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

3.7.7 Deadline for submission of e-Bid

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). NMRC may, at its discretion, extend this deadline for

submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of NMRC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.7.8 Submission of e-Bid

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

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

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

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

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

3.8 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.

3.9 Withdrawal and resubmission of e-Bid

- a. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid. 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.
- b. 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 be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.

- c. 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.
- d. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

3.10 NMRC's right to accept any e-Bid and to reject any or all e-Bids:

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

3.11 Period of validity of e-Bid

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

3.12 Correspondence with the Bidder

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

3.13 Earnest money deposit (EMD)

- a. The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favour **Noida Metro Rail Corporation Limited** in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- c. Unsuccessful Bidder's EMD will be returned within 45 days of opening of the Price Bid in case of Conclusion or discharge of the tender through written request.
- d. No interest will be paid by the Employer on the Earnest Money Deposit.
- e. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- f. The EMD may be forfeited:
 - i If Bidder
 - (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or
 - (b) does not accept the correction of errors or
 - (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - ii In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.

3.14 Opening and Evaluation of Bids

3.14.1 Opening of technical e-Bid by NMRC

- a. NMRC will open technical and financial e-Bid, 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.

3.14.2 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.

3.14.3 Examination of e-Bid document

The NMRC will examine the e-Bid to determine if:

- a. They are complete;
- b. They meet all the conditions of the contract;
- c. The required e-Bid Processing fee, EMD and other required documents have been furnished;
- d. The documents have been properly digitally signed; and
- e. The e-Bids are in order.

Any e-Bid or e-Bids not fulfilling these above requirements shall be rejected.

3.14.4 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.

3.14.5 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.

3.15 Award of Contract

3.15.1 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.

3.15.2 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. The successful bidder shall have to provide unconditional acceptance of the purchase order/NOA of contract within 10 days issue of purchase order.

3.15.3 Signing of contract

At the same time as NMRC notifies the successful Bidder that its e-Bid has been accepted, the successful Bidder shall have to sign the contract 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 within 45 days from the date of acceptance of purchase order/NOA as per format provided in the RFP document.

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

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

4 Section 4: Qualification, Evaluation and Selection Process

4.1 Eligibility Criteria

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

- a. The Single tender for this contract will be considered only from Original Equipment Manufacturer i.e. **M/s Best Power Equipments (I) Pvt. Ltd.** for the performance of whole contract.
- b. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfilment of Contractual obligation in last 5 (five) financial years.
- c. **The Bidder shall also furnish the following documentary proof (as per eligibility criteria):**
 - a) For above criteria 4.1 a
 - Statutory proof of existence as the legal entity
 - PAN certificate as per legal entity
 - GST Certificate as per legal entity
 - b) For above criteria 4.1 b
 - Form 5: Undertaking

4.2 Qualification of Service Engineer

The Service engineer deployed by the contractor should be minimum diploma holder in Engineering with at least 5 year experience in overhauling/maintenance of NIFPS & should be well versed with the functioning, overhauling & fault finding of NIFPS (Nitrogen Injection Fire Protection System) so that there will be minimum downtime after arriving of contractor's service engineer. The prolonging of time period in detecting the fault and subsequent rectification on part of inept Service Engineer will not be tolerated & a penalty deemed suitable by NMRC will be levied on the firm for the unnecessary working days loss.

UNDERTAKING:

1. We confirm to deploy competent service engineer.
2. The repair / breakdown work will be attended in consonant with OEM's design, circuit and specification.

4.3 Deputation of Service Engineer

Contractor need to be provided his service engineer on such day as informed by **Dy. HOD of Electrical department** or his representative in advance. The payment for these visits of service engineer shall also be payable at accepted rates as mentioned in schedule of rates and quantities of the contract. The service charges of service engineer shall include lodging/ boarding and any other incidental charges.

4.4 Compliance with Technical Specifications

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

4.5 Information of the Technical and Financial Proposal

- a. The Bidder satisfying eligibility criteria under clause 4.1 shall be considered as technically and financially qualified.
- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.

4.6 Selection of Bidder

- a. 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.
- b. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA.
- c. No correspondence will be entertained by NMRC from the unsuccessful bidder.

4.7 Notice of Award and Execution of Contract Agreement

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

4.8 Performance Bank Guarantee / Security Deposit

- a. To fulfill the requirement of Performance Bank Guarantee (PBG) during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit **10% of the Contract Price** in form of DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favor of Noida Metro Rail Corporation Ltd within 30 days from Notice of Award. For unsuccessful bidder, EMD shall be refunded without any interest. The PBG shall remain valid for the entire period of the contract, including any extensions, amendments, or variation thereof, and shall further remain valid for a period of Six (06) months beyond the date of completion of the contract. The bank Guarantee shall also have a claim period of not less than six (06) months from the date of expiry of PBG, during which NMRC shall be entitled to invoke the same. The performance guarantee should be issued by scheduled commercial bank from branch located in Delhi NCR, Noida or Greater Noida. Bidder should be ensured that issuing branch as well as encashment branch should be located in the area mentioned above.
- b. It is to be noted 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. Also, if in future, NMRC orders to register the agreement in the Sub-Registrar office, then the entire incurred expenditure including stamp paper and govt. fee will have to be borne by the contractor only and no remission will be allowed due to said circumstances.
- d. NMRC reserves the right for deduction of NMRC dues from Contractor's Performance Bank Guarantee/ Security Deposit (interest free) for –
 - i. Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Contractor.
 - ii. Any amount for which NMRC becomes liable to the Government/Third party due to any default of the Contractor or any of his director/ employees/ representatives/ servant/ agent, etc.
 - iii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Contractor or any person duly empowered in his behalf.
 - iv. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- e. Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Contractor Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement.

4.9 Contract during Proposal Evaluation

- f. 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.
- g. 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.
- h. In the event of any information furnished by the Contractors found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.

- i. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:

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

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

4.10 Other Instruction

- a. Canvassing in connection with the tenders is strictly prohibited and the tenders, submitted by Bidder, who resort to canvassing, are liable to be rejected. EMD will be forfeited of those tenders who will be found non- serious and if it is felt by the tender committee that the Bidders submitted their tender only to influence the tendering process.
- b. On acceptance of the tender, the name of the accredited representative of the Contractor, who would be responsible for taking instructions from the NMRC or the official deputed by NMRC, shall be communicated to the NMRC or the official deputed by NMRC in writing.

4.11 Project Financial Terms

- a. The payment will be made after the satisfactory completion of maintenance and that to quarterly basis as per the Schedule of work (Bill of Quantity) and satisfactory verification by the Engineer in-charge from NMRC.
- b. The payment will be made only for the satisfactory completion of work as per the schedule of work (Bill of Quantity) completed & handed over to the user / Engineer in-charge.
- c. Income Tax is deductible at source while effecting payment of bills at the prescribed percentage as per the orders of the government.
- d. GST, if claimed, will be reimbursed only if the GST registration number is mentioned in the invoice. In the absence of GST registration number, GST will not be reimbursed.
- e. Bills, correct in all respect, shall be submitted to Engineer-In-Charge, in duplicate along with supporting documents, who will arrange payment through Departments of NMRC.
- f. No advance of any type shall be paid.
- g. Statutory deduction shall be made as per prevalent statute.
- h. Payment to MSME within 45 days from the receipt of bill.

[Annexure-4A [As per clause 4.8]

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this..... day of(Month & year) between Bank of Undersigned (Herein after called the "Bank") of the one part, and Noida Metro Rail Corporation Limited (Hereinafter called "the Employer") of the other part.

Whereas Noida Metro Rail Corporation Limited has awarded the contract for..... (name of work) "(Hereinafter called the "Contract") to M/s.....(name of the contractor) (Hereinafter called "the Contractor").

2. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs(Amount in figures and words).
3. Now, we the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of, (full name of bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs (Amount in figures and words) as stated above.
4. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately/same day on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s/ Arbitral Tribunal relating thereto and the liability under this guarantee shall be absolute and unequivocal.
5. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of work/defect liability period and warranty period as stated in RFP clause Section 4: Performance Bank Guarantee / Security Deposit.
6. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 3, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
8. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

10. The expressions “the Employer”, “the Bank” and “the Contractor” herein before used shall include their respective successors and assigns.

11. Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Amount in figures and words).
- b. This Bank Guarantee shall be valid up to
- c. We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before

In witness where of I/We of the bank have signed and sealed this Guarantee on the....day of (month & year) being herewith duly authorized.

For and on behalf of theBank

Signature of Authorized Bank officials.

Name :.....

Designation :.....

Stamp/Seal of the Bank :

Signed, sealed and delivered for and on behalf of the Bank by the above named.....
in the presence of:

Witness1.

Signature.....

Name.....

Address.....

Witness2.

Signature.....

Name.....

Address.....

Note:

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

5 Section 5: Special Conditions of Contract (SCC)

SCC Clause	Reference to GCC Sub-Clause No.	Description
1	Sub Clause 4.2.1	PERFORMANCE SECURITY The successful tenderer shall furnish to the Employer a security in the form of a bank guarantee for an amount of 10% of the Contract value. The Performance security shall only be released after issuance of the performance certificate for the complete scope of work under the contract. No performance Security shall be released against part performance certificates issued by the Employer. In case the contract value exceeds beyond 25% of the original contract value, the contractor shall have to submit additional performance security.
2	Sub-Clause 4.3	REPRESENTATION ON WORKS Contractor representative, The instructions given by the Engineer-In-charge or Engineer-In-charge's representative to contractor shall be complied immediately. The contractor shall not replace any of the deployed staffs for the work without permission of Engineer-In-charge. The contractor either himself or his nominated representative duly authorized By the contractor shall be responsible to attend any exigency/emergency/attend meetings, to resolve all the issues related to satisfactory execution of the work.
3	Sub-Clause 4.5	SUB-CONTRACTOR Sub-contracting of whole work or any part of work shall not be permitted in the contract. If it will come to the notice of employer that the work or part of work has been subcontracted, the contract will be terminated and performance bank guarantee shall be forfeited and punitive action shall be initiated against the contractor.
4	Sub-Clause 4.10	SUFFICIENCY OF ACCEPTED CONTRACT AMOUNT The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for Execution and Completion of the Works with High Quality Level. The Contractor shall be paid for only at quoted/accepted rates for the items of works executed as per BOQ.
5	Sub Clause 4.15	EQUIPMENTS, MACHINERY AND PLANTS Contractor may note that no tools, machinery, plant and equipment shall be supplied by the employer. The contractor has to arrange all tools, equipment machinery etc. and their transportation as required for the work under the contract. The plant, machinery and equipments brought for the execution of work, unless otherwise specified, shall be under ownership of contractor. Contractor shall not remove above plant, machinery and equipments without permission of Engineer-in-charge. The Engineer-in-charge shall not, at any time, be liable for the loss of any of the contractor's Plant, Machinery, Temporary Works or materials.

6	Sub Clause 4.16	SAFETY A) SAFETY REQUIRMENTS The RSS are having High Voltage Equipments, which can cause major injury, electrocution, death to the personnel and thus requirements for safety observance are very high. The contractor shall be responsible for ensuring the fitness and safety of all persons employed at work. In this regard, the contractor and deputed staff must ensure the observance of safety requirements. It shall be the sole responsibility of the contractor to adopt all the safety measures and deploy personnel who are adequately trained in safety. The contractor is responsible to ensure that necessary and adequate personal protective equipments are all the times available for the service to personnel working. It shall be the contractor's sole responsibility to make aware all his deployed staffs about the safety rules and procedure. C) ACCIDENTS If any accident occurs due to execution of work or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor. If any damage occurs to the structures/ material & equipment as well as rolling stock, the cost of damage will be recovered from the contractor's bill. The firm must maintain a "Zero Accident Record". In case of any major accident /fatality a penalty of not exceeding 15% of total contract value will be levied. This penalty will be in addition to other penalties specified under the clause no 9 of SCC.
7	Sub- Clause 4.17	PROTECTION OF THE ENVIRONMENT The contractor shall use the environment friendly material. The disposal of garbage shall be in environment friendly manner with proper segregation of biodegradable and non biodegradable waste.
8	Sub- Clause 4.18	ELECTRICITY AND WATER Electricity point and water shall be arranged by the employer. The contractor shall make his own arrangements to tap the Electricity from the nominated and existing sockets/ points. The contractor shall tap the Electricity as per IE Rules & IE Act (Latest) duly complying all safety precautions and under following conditions: a) The contractor shall submit full scheme for the requirement of Electricity & water. If scheme mentions Electricity requirement which is beyond the capacity of the Employer, in that case the contractor shall make his own arrangements/ alternative arrangements. b) The Contractor should make his own arrangements to draw the water from the available water point to the working place without affecting the premises.
9	Sub- Clause 4.19	Tools, plants and equipments supplied by the employer Unless specified in Employer's Requirement, Employer will not provide any machinery or material under the contract.

10	Sub- Clause 4.27	SECURITY OF THE SITE Without proper permission, no staff shall be permitted to enter the premises. All vehicles used by the Contractor shall be clearly carrying the Contractor's name or identification document.
11	Sub- Clause 4.28	CONTRACTOR'S OPERATIONS ON SITE All of the contractor's staff shall follow the rules and regulations, procedures in the NMRC premises. The contractor shall make aware all of his staff for the same.
12	Sub- Clause 5.3	Construction and/or manufacture document The Contractor shall submit drawings and documents, as required by the Contract, to the Engineer in accordance with any submittal schedule agreed with the Engineer. This submittal shall be made sufficiently before the Works are to be carried out to give the Engineer and the Employer reasonable time to examine the drawings or other documents, to prepare comments and for any changes to be accommodated by the Contractor. Where the consent of the Engineer is required, the Engineer shall notify the Contractor in writing of his decision either within such period as may expressly be stipulated in the Contract or otherwise within a reasonable time. The Operation and Maintenance Manuals and drawings submitted by the Contractor shall, if required, be updated by him during the Defects Liability Period and re-submitted for review by the Employer's Representative.
13	Sub- Clause 6.4	LABOUR LAW & OBLIGATION OF CONTRACTOR In dealing with labour and employees, the Contractor shall comply fully with all laws and statutory regulations pertaining with engagement, payment and upkeep of the labour in India.
14	Sub- Clause 6.9	PROVISION OF EFFICIENT AND COMPETENT STAFF The personnel deployed for the electrical work should be qualified, trained, efficient, competent and quality conscious in the relevant work. Contractor shall submit the documentary evidence of formal training imparted to staff prior to deputing staff for work.
15	Sub- Clause 6.10	PRESERVATION OF PEACE AND ORDERLY CONDUCT The contractor shall be fully responsible to ensure the discipline, and orderly conduct among the staff deployed for work. Smoking & Consumption of Tobacco in any form is not allowed. The carrying and consumption of intoxicating liquor, drugs or other substances that may affect the proper performance is strictly prohibited in the RSS. The Engineer-In-charge may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative who in the opinion of the Engineer-In-charge, persists in any misconduct, is incompetent or negligent in the performance of his duties, fails to conform with any provisions of the Contract or persists in any conduct which is prejudicial to safety, health, or the protection of the environment. Any claim or dispute arises due to removal of such person shall have to be dealt only by the contractor and employer shall not be the party to such action in any case.

16	Sub- Clause 6.11	LABOUR TO BE CONTRACTOR'S EMPLOYEE Labour deployed shall only be the contractor's employee. Deployment of labour hired through sub-contractor is not permitted. If any case of hiring of labour through sub-contractor comes to the notice of employer, then it shall be considered as the sub contracting of contract and action shall be initiated accordingly which may even lead to termination of contract.
17	Sub- Clause 7.0	WORK EXECUTION AND QUALITY CONTROL MANNER OF EXECUTION The contractor shall comply the schedules, procedures, methodology, work instruction given in technical specification and scope of work. The contractor shall use only the specified material and machines. If the contractor needs to change the any operation method then he has to take prior approval of the engineer In-charge. QUALITY CONTROL Upon the Engineer notifying his consent to the Site Quality Plan, or any supplement thereto, the Contractor shall, adhere to the principles and procedures contained in such document, except where the Engineer gives his consent to any amended or varied version thereof. The Contractor shall cause any sub-contractors to adhere to this Plan. The Contractor shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the Contract, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance. The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented. No extra payment shall be made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price.
19	Sub Clause 10.0	DEFECT LIABILITY PERIOD DLP for supplied material against any defect shall be three year from the date of installation of material. After expiry of DLP, Guarantee/Warranty given by OEM of the parts shall also be extended to NMRC and relevant Guarantee/Warranty document of such parts shall also be submitted to NMRC by the contractor before processing of the final bill.
20	Sub Clause 11.1	THE CONTRACT PRICE a) The contract price, subject to any adjustment thereto in accordance with contract conditions shall be inclusive of all taxes like GST, duties, levies, royalties Service Tax etc. or any tax in replacement of such taxes. Contractor will show the breakup of taxes in the invoices as quoted in BOQ while claiming payment as per tender conditions. He will have to maintain all records related to payment of taxes at his end for verification any time during the contract. The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall keep the Employer fully indemnified against liability of all types of taxes, duties, levies etc

21	Sub Clause 11.1.1 & Sub Clause 11.1.4	DUTIES, TAXES, ROYALTY ETC AND CHANGE IN TAXES/DUTIES A. The rates quoted by the tenderer for all materials, required to be purchased for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes , octroi, GST, royalties rentals etc. The contract shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgement evidencing filling of tax returns every year and shall keep Employer fully indemnified against liability of taxes, duties, interest, penalty etc., of the Contractor's in respect thereof, which may arise. B. Change in Taxes Duty a. "Change in Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender/quotation. i Any new tax which is imposed on composite work contracts applicable on Metro Project. ii Change in the rate of GST on Composite work contract applicable on Metro Project as per GST act. b. The Contract Price shall be adjusted due to any of the above two conditions. Adjustment in contract price will be applicable up to the stipulated date of completion of work including extended period in case it is specifically mentioned that extension is granted with adjustment for changes as stated above. c. If the extension of contract period is on account of contractor's fault, no compensation shall be made towards upwards revision towards "change in Taxes/Duty (taking place during the said extended contract period)" as mentioned at Sl. No. (a) (i)&(ii) above. Any benefit on account of downward revision towards "change in Taxes/Duty" as mentioned at Sl. No. (a) (i)&(ii) above, during the original contract period or extended contract period shall be on employer's account. d. Any other changes (except on account of clause (a) (i)&(ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause 5.3 of SCC provided in the contract and in contract where price variation clause is not provided, the impact on any other change (except on account of clause (a) (i)&(ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price. e. Also, the contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the contract and Indian Rupees from the last date of submission of tender.
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SCC Clause	Reference to GCC Sub-Clause No.	Description
22	Sub Clause 11.1.3	PRICE VARIATION This is fixed price contract and no Price variation is admissible in this contract except in case of NS/Extra items and rates will be taken from DSR in vogue.
23	Sub Clause 11.2	ADVANCE No advance shall be paid.
24	Sub Clause 11.6	ON ACCOUNT PAYMENT APPLICATION FOR INTERIM PAYMENT CERTIFICATES Payment shall be made on workdone basis upon submission of Bills with requisite documents/details by contractor separately and bill will be verified by nominated Engineer In-charge. The value of all work done in accordance with the Contract, and the amount which is finally due, and For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities. The contractor shall submit the Service Sheets duly signed by the Engineer-In-charge's representative for work done. If any activities are not carried out as per the schedule of work, the proportionate amount will be deducted from the bill. If the work carried out through other agency under the intimation to contractor and the charges incurred on it will be deducted from the contractor's bill. In addition the applicable penalty will be levied as per Special Condition of Contract.
25	Sub Clause 11.15	TAX DEDUCTION AT SOURCE Tax deduction at source from each on-account progress bill shall be made by employer as per the provisions of the statutes/acts of statutory bodies/local authorities etc.
26	Sub Clause 12.6	PAYMENT IN APPLICABLE CURRENCIES Payment shall be done in INR only.
27	Sub Clause 14.1	INDEMNITY Contractor shall submit the indemnity bond such that the contractor's staff shall not claim any type of payment, employment etc. with employer. After completion of contract the contractor shall withdraw all of his staff from the site without any claim.
28	Sub Clause 14.2	USE AND CARE OF SITE The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the Engineer-In-charge. All surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.

29	Sub Clause 15.3	THIRD PARTY INSURANCE The Contractor shall insure against liability to third parties in the joint names of the Employer, the Contractor for any loss, damage, death or bodily injury which may occur to any physical property (except things insured otherwise) or to any person (except persons insured by the employer, staff of other contractors working in the premises, contractor staff under Sub-Clause 7.2), which may arise out of the performance of the Contract. The insurance shall be at least for the amount Rs. 7.5 Lakhs for each incident with number of incident unlimited.
30	Sub Clause 15.4	INSURANCE (IN PLACE OF GCC CLAUSE 15) INSURANCE FOR WORKERS i. All of the contractor staff shall have to be covered under ESI. The contractor shall take insurance policy as specified in the workmen's compensation act for the contractor's staffs those are not covered by the ESI. ii. Insurance cover for Contractor's All Risk shall be full value of Contract price.
31	Sub-Clause 18.1	Notices and Instructions The Contractor shall furnish to the Employer/Engineer the postal address of his office at Delhi NCR. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Contractor. The Contractor shall establish an office in the Delhi NCR in consultation with the in charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to in charge. In addition, the Contractor may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.
32	Additional	Training to NMRC staff:- In the Contract period the contractor staff will provide required site training of UPS operation and maintenance. In case of breakdown the contractor will clearly elaborate the cause of breakdown, corrective action taken for the rectification of failure and any necessary precaution that should be taken to avoid such failures.

6 Section 6: Technical Specifications

6.1 Preventive maintenance:

In order to minimize the downtime during Comprehensive Annual Maintenance contract and to ensure proper functioning & performance of the UPS Units, Contractor / OEM shall carry out:

- Quarterly preventive maintenance.
- Yearly One Deep cleaning as per NMRC.

as per the approved schedule during nonoperational office hours in such a manner that overall functioning of the system & function of equipment is not affected.

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:

- Cleaning up of Unit, Visual Inspection to check any defect/deformation.
- Checking and Adjustment of Power parameters.
- Checking and Adjustment of Control parameters on different PCBs.
- Tightness of all connections, by shutting down the subsystems one by one
- Functional Testing of Rectifier section
- Functional testing of Inverter section
- Function Testing of Static Switch Section
- Operational test of the system including unit transfer and battery discharge
- Install or perform Engineering Field Change Notices (FCN) as necessary.
- Measurement of load on each phase in UPS is to be recorded during every preventive maintenance and a report to be submitted to NMRC.
- Contractor / OEM, if required may add any work content/ test check in addition to be above specified minimum scope of work to be done at least every quarter. The periodicity of the preventive schedule may also be increase if required.
- The contractor shall carry out preventive maintenance only in presence of authorized representative of NMRC & shall jointly verify the service report carrying out the site work.
- Any spare part replaced during carrying out Preventive Maintenance shall be clearly recorded in the service report.

6.2 2. Unscheduled breakdown or Corrective maintenance

a. Complaint Reporting Centre:

Complaint regarding malfunctioning of the system could be registered by the customer either on phone or by email at nearest service center of the Contractor / OEM. Contractor shall issue a complaint No. for this purpose. Complaints can be made at any time during revenue hours of operation of Noida Metro office. The maximum response of attending of NMRC shall be 2 hours after filling of complaint to contractor's reporting center and the complaint shall be rectified within 24 hours if no component is required to be replaced and 48 hours if components are required for replacement.

b. Rectification time of unscheduled breakdown:

In case of breakdown of one UPS, corrective maintenance will be carried out at night or in the schedule assigned by NMRC and in case of both UPS breakdown corrective maintenance will be carried out immediately and the maximum time to restore the UPS output load shall not exceed 6 hours (inclusive of response time).

- c. The services **provided** during breakdown would include for rectification of fault, technical information and assistance from the contractor / OEM.
- d. The Breakdown Maintenance is to be carried out any time on 24 hrs basis inclusive of Sundays & Holidays during the contract period. If replacement of major components is required after attending breakdown complaint another 24 hrs may be considered for rectification, testing and commissioning of the UPS if major parts replacement is involved.
- e. Detailed failure analysis of UPS failures with very specific conclusion and recommendation is to be done by Contractor / OEM. Also downloading of logs of UPS to be done by contractor and it is to be provided to NMRC with analysis report.

- f. All T&Ps and M&Ps, testing instruments etc. required for preventive & corrective maintenance shall be arranged by the contractor / OEM. No T&P shall be supplied to contractor / OEM by EMPLOYER.
- g. Contractor is to maintain critical spares available so as to meet any emergent requirement. A list of such spares/components will be provided by the Contractor /OEM.
- h. Contractor should ensure the availability of new spares of each type for rectification of UPS.
- i. UPS Earthing Test shall be carried out by the contractor / OEM during every Preventive Maintenance and shall submit a report to NMRC.
- j. Manpower, all kinds of spares (excluding battery bank and wound components e.g. Transformer only), consumables and transportation (including loading/ unloading) for attending breakdown, preventive maintenance or any kind of work related to the system shall be under the Scope of contractor / OEM.
- k. The Maintenance and servicing report shall be submitted in triplicate, which shall be signed by Contractor / OEM and NMRC representatives. The Contractor / OEM will submit report giving details of Preventive, Corrective and Breakdown Maintenance carried out.
- l. 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.
- m. The contractor / OEM shall employ a team of Electrical Engineer's (Degree/Diploma) having at least 03 years of working experience with Degree and 05 years of working experience with Diploma on UPS System. Team consisting of at least 03 Engineer's headed by a team leader with 10 Years of experience of maintenance and audit of concerned UPS Systems and capacity to deal with critical failures within the stipulated time limit. Team should be dedicated to the CAMC of NMRC UPS.
- n. The employer expects the contractor / OEM should provide 24*7 call center with toll free numbers and escalation matrix at 3 levels.
- o. The Contractor / OEM shall be certified organization for environment, Health & safety. The work is to be carried out as per International norms/ standards and in such a manner that all premises always look neat and clean. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the environment.

6.3 3. Penalty:

If the contractor / OEM fails to comply the time schedule of breakdown maintenance as specified under para 6.2.2 (b) (d) of employer requirement, then a penalty @ Rs 1000/- per incident per day shall be levied on the contractor and the same shall be deducted from the forthcoming bill.

6.4 4. Escalation Charges:

The rates quoted will remain unchanged during the currency of the maintenance contract period and no escalation will be asked for, during the currency of the contract.

6.5 5. Safety:

Contractor / OEM shall adopt the necessary safety procedures to avoid any type of accident to Employer's personnel, any other personnel & to avoid damages to NMRC assets.

6.6 6. Work not covered in CAMC

- a. Replacement of defective battery or battery bank and wound components (Transformers & battery only) are not covered under CAMC contract.

7 Section 7: Draft Contract Agreement

THIS AGREEMENT made on theday of 2022 at Noida, District Gautam Budh Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India** represented byof the company, by virtue of his designation and authorization by **Shri/Smt, Managing Director, NMRC** (hereinafter called as the "Employer"), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

AND

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

be executed by the Contractor, and has accepted a contract by the Contractor for the execution and completion of these Works.

The Employer and the Contractor agree as follows:

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

Reference:

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

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

3. Duration of Contract

The Corporation intends to appoint a Contractor to NMRC for a period of three year.

4. Price Schedule

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

- 5. The courts at District Gautam Buddha Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
- 6. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued.
- 7. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract and NOA.

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

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

For and on behalf of the
Signature of the authorized

Name of the official

Name of the official

Stamp/Seal of the contractor
Employer In the presence of:
Sign of Witness 1_____

Stamp/Seal of the
In the presence of:
Sign of Witness 1_____

Name_____

Name_____

Address_____

Address_____

Sign of Witness 2_____

Sign of Witness 2_____

Name_____

Name_____

Address_____

Address_____

8 Section 8: Appendix
Appendix 1: Metro Alignment

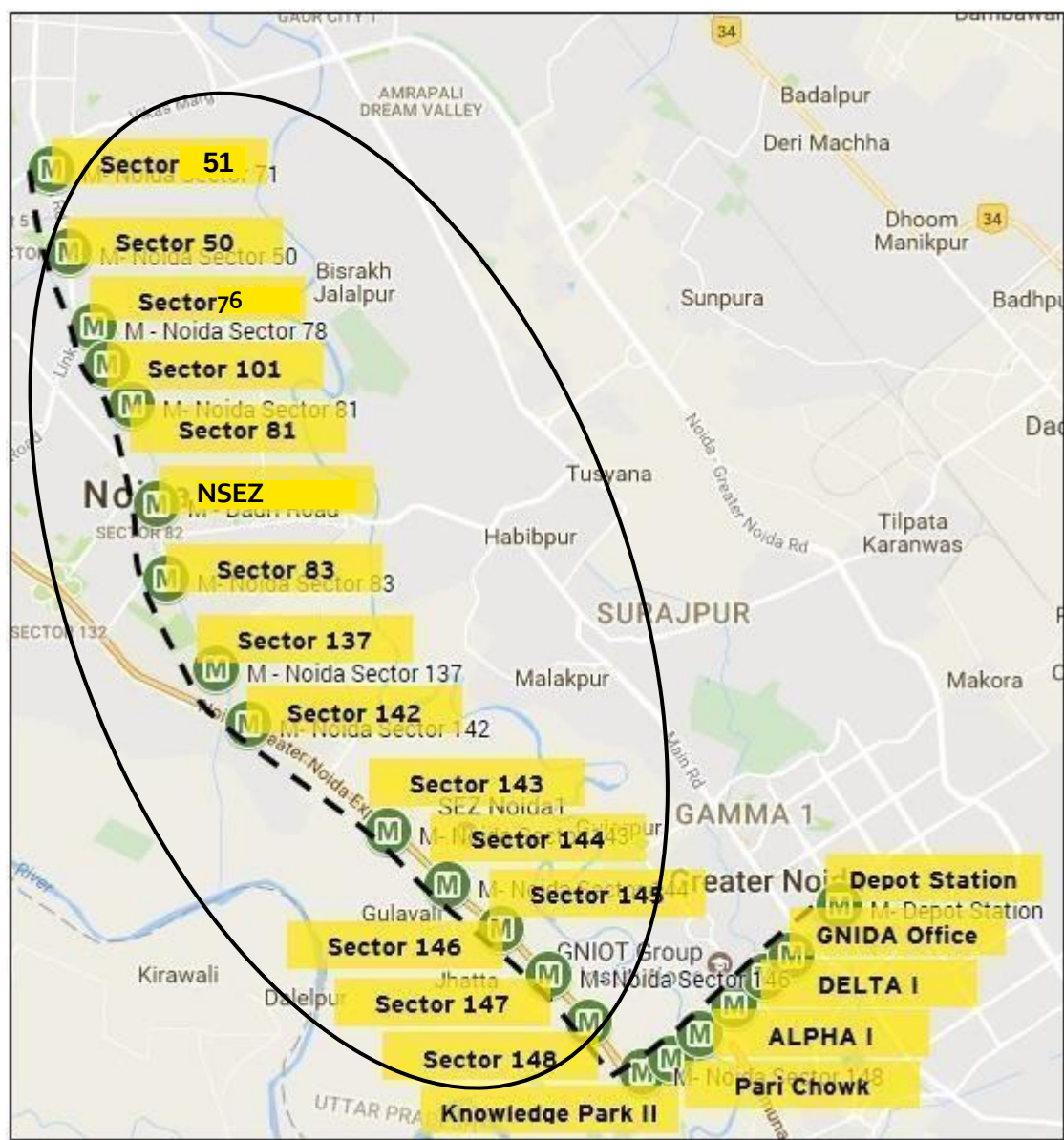


Fig: N-GN Metro Line

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

Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years for 3 years

S.NO.	Name of the Station
1.	Sector 51 Station
2.	Sector 50 Station
3.	Sector 76 Station
4.	Sector 101 Station
5.	Sector 81 Station
6.	NSEZ Station
7.	Sector 83 Station
8.	Sector 137 Station
9.	Sector 142 Station
10.	Sector 143 Station
11.	Sector 144 Station
12.	Sector 145 Station
13.	Sector 146 Station
14.	Sector 147 Station
15.	Sector 148 Station
16.	Knowledge Park II Station
17.	Pari Chowk Station
18.	ALPHA I Station
19.	DELTA I Station
20.	GNIDA Office Station
21.	Depot Station

*Apart from above mentioned 21 stations, there are two RSS (Receiving Substation) situated near NSEZ metro station and sec-148 metro station.

9 Forms of Tender

Form 1: Letter of Proposal Submission

[Location, Date]

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

Subject: Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years.

Dear Sir,

We, the undersigned, offer to provide the *Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years* in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

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

We have filled the complete information correctly in **Form 21**.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

We understand you are not bound to accept any Bid you receive.

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years

Form 2: Firm Details

1.	Title and name of the Project: Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years.
2.	State the structure of the Bidder's organization (Bidders to complete/delete as appropriate) Sole Bidder
3.	For Bidders who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person:
4.	Employees Provident Fund No. (attach documentary proof) -
5.	Employees State Insurance Acts in India No. (attach documentary proof) -
6.	GST Registration No. (attach documentary proof) -
7.	PAN (attach documentary proof) -

Form 3: Eligibility Statement

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

Tender Reference No : _____

Name of Work : _____

Name of Bidder: _____

<u>S.No.</u>	<u>ELIGIBILITY CRITERIA</u>	(To be filled by the Bidder) Yes/No
1	The Single tender for this contract will be considered only from Original Equipment Manufacturer i.e. M/s CTR for the performance of whole contract.	
2	The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court and contracts have been terminated/ foreclosed by any company / department due to non- fulfilment of Contractual obligation in last 5 (five) financial years.	

Form 4: Work Experience: DELETED

Form 5: Financial Capability Details: DELETED

Form 6: Memorandum

Name of Work: Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years.

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

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

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

Form 7: Undertaking

I confirm that We (Tenderer), _____

- a. Have not been banned /declared ineligible for corrupt and fraudulent practices by any government/government-undertaking/ semi-government/ govt. controlled institutions, any court of law having jurisdiction in India for the past 5 (five) years.
- b. Do not have any pending litigation & non-performing contracts during last 5 (five) years. Further, has not been barred by any government/government-undertaking/ semi-government/ govt. controlled institutions
- c. Have not abandoned any work in last 5 (five) years.
- d. Have not delayed in similar work completion during orders executed in last 5 (five) years.
- e. Do not ever been terminated due to poor performance.
- f. Have not suffered Bankruptcy/ insolvency in last 5 (five) years.
- g. Have not been blacklisted/ debarred by any organization.
- h. Have not been be involved in any illegal activity and/or has not been charge sheeted for any criminal act during the last 5 (five) years.
- i. Have not submitted any misleading information in the Bid.
- j. Are financially sound to perform the work.

Authorized signatory

Name:

Date:

Name of the Bidder with seal

Form 8: Power of Attorney

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

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

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of___, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years** in response to the RFP Document dated___issued by Noida Metro Rail Corporation Limited ("NMRC" or "the Corporation"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

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

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

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

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

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

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

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

WITNESS

1.

.....
(Signature)
Name

Designation.....
2.

.....
(Signature)
Name

Designation.....

Notes:

- (1)

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

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

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

Form 9: Saleable Form for Tender Document

DETAILS OF BID DOCUMENT / TENDER PROCESSING FEE

Job No.

The required fee of tender form has been deposited in_____Bank A/c No. _____RTGS/NEFT and the scanned copy of UTR receipt with Transaction Id is being enclosed with tender documents.

DETAILS OF EARNEST MONEY ATTACHED

The required amount of Earnest money has been deposited in_____Bank A/c No. _____RTGS/NEFT and the scanned copy of UTR receipt with transaction Id is being enclosed with tender documents. If the copy of UTR receipt is not submitted with the Technical Package of tender documents, bid 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 Buddha Nagar, Uttar Pradesh, India**

[illegible]

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

Date:

Signature with Stamp/Seal

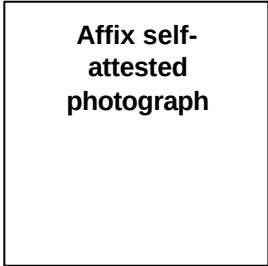
Form 11: Undertaking pertaining to Personnel

- We confirm to deploy personnel required to achieve progress of work as per approved construction of work program and conditions mentioned in the tender document.
- The contractor shall deploy resources as per the mentioned minimum requirement in the tender and also confirm to deploy manpower over and above the minimum numbers indicated above, if the work requires so.
- These minimum resources are as per the requirements of the various activities at different stages of works. All resources need not to be mobilised simultaneously, resources as per the requirement of various stages of works shall be mobilised in accordance with the instructions of the Engineer. The decision of the Engineer shall be final and bonding.
- The performance of project personal deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the personnel is not satisfactory, the contractor shall replace them with good personnel immediately as per the directions of the Engineer.

Date:

Signature with Stamp/Seal

Form 12: Proposed Personnel



NAME :

EMPLOYEE ID :

FATHER’S NAME :

DATE OF BIRTH :

PERMANENT ADDRESS :

RESIDENTIAL ADDRESS :

MARITAL STATUS :

EDUCATIONAL QUALIFICATION :

TECHNICAL QUALIFICATION :

EXPERIENCE :

LANGUAGE KNOWN :

NATIONALITY :

CATEGORY :

DATE:

PLACE:

SIGNATURE



(To be filled by contractor)

Attested by authorised person:

Form 15: Obligation/ Compliance to be ensured by Contractor

Sl. No.	Items	Compliance of Contractor (To be filled by contractor)	
		Yes	No
1	License for employing contract labour		
2	Compliance of minimum wages Act by payment of wage on 7th of every month through Bank or in the presence of nominated representative of employer (NMRC Supervisor/manager)		
3 (a)	Compliance of provision of ESI & EPF Act		
3 (b)	Ensure treatment in ESI hospital in case of accident/injuries suffered in performance of work and compensation under ESI Act.		
4	Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities.		
5	Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.		

Note: - A Non- filling or "No" by contractor will lead to non-eligibility for contractor in further tendering process.

S.N	Description	Reference Clause	Requirement
i	Latest "date for commencement" of the Works	Clause 8.1 of the GCC	Date given in NOA or Employer's Notice to Proceed
ii	Liquidated Damages	Clause 8.5 of the GCC	(i) 0.5% of the contract value per week or part of the week of delayed period (ii) Total maximum limit of LD including sums payable by the employer to designated contractors is 15% as mentioned in GCC.
iii	Insurance for workers/ employees	Clause 15.4 of the GCC	All of the contractor's employees shall have to be covered under ESI and ECA as per Special conditions of contract.
iv	Insurance cover for Contractor's All Risk and other requirements as specified in the GCC	Clause 15 of the GCC	100% of the Total Contract Price.
v	Amount of Third Party Insurance	Clause 15.3 of the GCC	INR 0.75 Million for any one incident, with no. of incidents unlimited.
vi	Period in which all insurances have to be effected	Clause 15.5 of the GCC	Within 1 week from the "date of commencement"

Signature of authorized signatory of Tenderer

Form 16: Performa for Clarifications / Amendments on the RFP

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

Authorized signatory

Name:

Date:

Name of the Bidder with seal

Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years for 3

Form 17: Bid Offer/ BOQ

To

GM/Civil
Noida Metro Rail Corporation (NMRC) Limited

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

Sub: **Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years for three years.**

Dear Sir,

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

I/we hereby quote for the Total Price for **Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years** as specified below, payable by NMRC.

Tender Inviting Authority- Noida Metro Rail Corporation (NMRC) Ltd.

BOQ

SCHEDULE OF WORK (BILL OF QUANTITY)

S.NO	ITEMS	Unit	Qty.	TOTAL CAMC PRICE of UPS
1	Comprehensive annual maintenance contract (CAMC) of 2x30 KVA capacity UPS (Make: BPE) installed at NMRC head office, Ganga Shopping Complex, Sector-29, Noida. UPS1– E11L19H00029, UPS2 – E11L19G00012		1	
1.1	1st Year total CAMC cost inclusive of GST			82,600.00
1.2	2nd Year total CAMC cost inclusive of GST			87,556.00
1.3	3rd Year total CAMC cost inclusive of GST			92,809.00
2	Comprehensive annual maintenance contract (CAMC) of 3 KVA capacity UPS (Make: BPE) installed at NMRC SCADA RSS sector-83, Noida. Model No. MF1103L	Set	1	
2.1	1st Year total CAMC cost inclusive of GST			7,670.00
2.2	2nd Year total CAMC cost inclusive of GST			8,283.60
2.3	3rd Year total CAMC cost inclusive of GST			8,945.58
Total				287,864.18

Comprehensive annual maintenance contract (CAMC) for BPE make 2 nos. 30 KVA UPS installed in NMRC head office and 3 KVA capacity UPS installed at NMRC SCADA RSS sector-83 for 3 years for 3

S.no	Description	Total Amount in Rs.	Amount in words
1	Estimated value of Total work	2,87,864.18	Rupees Two Lac Eighty Seven Thousand Eight Hundred Sixty Four and eighteen paise Only

S.N	Quoted Amount (Rs.)	
1	In words	
	In Figures	
2	Rebate in % (percentage) if any	
	In words	
	In Figures	

Please Note:

1. It will be deemed to include all Taxes including GST, Duties, Octroi, Royalty etc., cost of all tools, plants, labour, supervision, materials, transport, contractor's profit and establishment/overheads, together all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contracts.
2. NMRC reserves the right to increase/decrease the above quantities added or deleted from any of the items.
3. Any damages while transporting/ handling of the materials should be replaced/repared by the tenderer before installation/commissioning without any cost.
4. The quantity of work may vary as per site requirement during contract period.
5. The payment will be made on actual basis for the work executed.
6. We have completely read and understood the Bid Document. The Financial bid 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

Form 18: Bid Details

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

S.No.	Particulars	Attached Yes/No/Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Form 1: Letter of Proposal Submission		
4	Form 2: Firm Details		
5	Form 3: Eligibility Statement		
6	Form 4: Work Experience (Deleted)		NA
7	Form 5: Financial Capability Details (Deleted)		NA
8	Form 6: Memorandum		
9	Form 7: Undertaking		
10	Form 8: Power of Attorney		
11	Form 9: Bid Capacity Information		NA
12	Form 10: Saleable Form for Tender Document		
13	Form 11: Declaration of Refund of Earnest Money		
14	Form 12: Undertaking pertaining to Personnel		
15	Form 13: Undertaking pertaining to Plant & Equipment (Deleted)		NA
16	Form 14: Proposed Personnel		
17	Form 15: Obligation/ Compliance to be ensured by Contractor		
18	Form 16: Performa for Clarifications / Amendments on the RFP		
19	Form 17: Bid offer/ BOQ		
20	Form 18: Undertaking by JV/Consortium members		NA
21	Form 19: Undertaking		NA
22	Form 20: Performa for Submission of the List of the Goods, Works & Services		NA
23	Statutory proof of existence as the legal entity		
24	PAN certificate as per legal entity		
5	Self-attested copy of GST registration certificate, EPF and ESI		
26	Articles of Association and Memorandum of Association (if applicable)		
27	Any other document asked by the Employer if submitted, specify the documents Or Any other document which the Tenderer considers relevant		

I have checked the above list with our submittal. I am also aware that if the application is not containing the above documents, our application is likely to be rejected.

Seal:

Date:

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

ON BEHALF OF TENDERER