

**Contract NGNE-01:-Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system and Power Supply & SCADA for Elevated Line of aqua line extension Corridor of Noida Metro Rail Project**



**NOIDA METRO RAIL CORPORATION LIMITED**

**Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system and Power Supply & SCADA for Elevated Line of Aqua line Extension Corridor of NOIDA Metro Rail Project.**

**CONTRACT NO: NGNE-01**

**E-tender : NMRC/Project/OHE Design/NGNE/185/2022**

**TENDER DOCUMENTS**

**VOLUME 1**

**FORMS OF TENDERS (FOT)**

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

**Contract NGNE-01:-Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system and Power Supply & SCADA for Elevated Line of aqua line extension Corridor of Noida Metro Rail Project**

**CONTRACT NO: NGNE-01**

**TENDER DOCUMENTS**

**VOLUME 1**

**FORM OF TENDER**

## **FORM OF TENDER**

Date: .....

To,

The DGM/Elec.  
Noida Metro Rail Corporation  
Block III, 3rd Floor, Ganga Shopping Complex,  
Sector-29, Noida-201301,

**Uttar Pradesh**

**Name of Work:** **CONTRACT: NGNE-01:-** Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project

### **CONTRACT NGNE-01**

GENTLEMEN,

1. Having inspected the Site, examined the General Conditions of Contract, Special Conditions of Contract, Scope of Work, Outline Design Criteria and Instruction to Tenderers including Bill of Quantities, and addenda thereto (if any) issued by the NMRC for the above-mentioned Works, and the matters set out in **Appendix 1** here to, and having completed and prepared Appendices **2,3,4,5,6,7,8,9,10,11,12, 13, 14, 15, 16, 17, 17A, 18, 19, 19A, 20, 21, 22, 23, 24, 25,26 &27** hereto, we hereby (jointly and severally)\* offer for the subject work, in conformity with the above documents within the completion period of **30 months** (from the date of Commencement) for the sum stated in the Financial Package (Volume- 4 of Tender Documents) as completed by us and appended hereto.
2. We undertake (jointly and severally)\*:
  - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the ~~partnership/joint venture/consortium~~ on whose behalf this Tender is submitted shall constitute a breach of this undertaking)\*; and
  - (b) if this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix 1 hereto; and
  - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the NMRC in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly signed Undertaking for Tender Security Declaration in respect of our obligations under this Tender.
4. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.  
We understand that you are not bound to accept the lowest or any tender you may receive.
5. We declare that the submission of this Tender confirms that no agent, middle man or any intermediary has been, or will be engaged to provide any services, or any other item of work

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related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount .We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

6. We acknowledge that the Appendix forms an integral part of the Tender.
7. We have independently considered the amount shown in Appendix-C (Schedule of Payment) in Volume-4 (Financial Package) as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
8. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
9. We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with **C11 of ITT**.
10. We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with **C11 of ITT**.
11. We are not participating, as a Tenderer, in more than one tendering this tendering process and we are not sub-contractor to any other tenderer participating in this tendering process in accordance with **A5 of ITT**.
12. We do hereby undertake that we have not been banned for business by NMRC/ Any other Metro Organisation (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries and also that none of our work was rescinded/terminated by NMRC/ Any other Metro Organisation (100% owned by Govt.) after award of contract during last 3 years due to non-performance.

We are, Gentlemen,

Yours faithfully,

**Witness:**

Signature\_\_\_\_\_

Date\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

**Witness:**

Signature\_\_\_\_\_

Date\_\_\_\_\_

Name-\_\_\_\_\_

Address\_\_\_\_\_

Signature:

Date\_\_\_\_\_

Name\_\_\_\_\_

For and on behalf of\_\_\_\_\_

Address\_\_\_\_\_

Signature:

Date\_\_\_\_\_

Name\_\_\_\_\_

For and on behalf of\_\_\_\_\_

Address\_\_\_\_\_

**\*Note: (JV/ Consortium not allowed)**

(a) Deleted

**FORM OF TENDER – APPENDIX-1**

**[REQUIREMENTS UNDER GENERAL CONDITIONS OF CONTRACT (GCC)]**

<b>S.No.</b>	<b>DESCRIPTION</b>	<b>REF. TO CLAUSE NO.</b>	<b>REQUIREMENT</b>
i	Amount of Performance Security	Clause 4.2 of the GCC,	10% of the Contract Price in types and proportions of currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the Contractor over and above the contract price, the Performance Security shall be adjusted in accordance with clause 4.2 of GCC.
ii	Latest 'date for commencement' of the Works	Clause 8.1 of the GCC	Date given in LOA or Employer's Notice to Proceed
iii	'Time for completion' of the work from the date of commencement of the work	Clause 8.2 of the GCC	<b>30 months</b>
iv	Liquidated Damages	Clause 8.5 of GCC	(i) (i) Liquidated damages shall be levied as given in Appendix 2B of Employer's Requirements for not achieving the respective key date. (ii) (ii) The maximum limit of Liquidated Damages shall be 10% of the total Contract Value. (iii) (iii) Total maximum limit of LD including sums payable by the employer to designated contractors is 15% as mentioned in GCC.
v	'Defects Liability Period' for the whole of the Works	Clause 10 of the GCC	<b>52 weeks</b> after the date of issue of Taking-over Certificate for the whole of the works.
vi	Amount of advance payment	Clause 11.2 of the GCC	<b>As per clause 11.2 of GCC</b>
vii	Amount of Professional Indemnity Insurance (PII)	Clause 15.1 and 15.5 of the GCC	AOA (any one accident) limit equal to 6% of the contract value against Schedule 'A' of BOQ in respect of 'design and construct' with AOY (any one year) limit of 2 incidents in a year. In the Professional Indemnity insurance Policy the deductible amount shall not be more than 5% of AOA limit. PII Policy shall be obtained within four weeks from 'date of commencement' and shall be valid for five years after date of issue of 'Performance Certificate'. Wherever the contractor submits policy for shorter period / annual renewable policy, the same shall be renewed before its expiry

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			date. In such situation, the performance guarantee shall be retained till required validity period. The contractor's submission of such shorter period / renewable policy shall be construed as their irrevocable consent for retention of the performance guarantee.
viii	Insurance cover for contractor's All Risk and other requirements as specified in GCC	Clause 15 of the GCC	100% of the Total Contract price.
ix	Amount of Third Party Insurance	Clause 5.8 and 15.3 of the GCC	INR 0.50 Million for anyone incident, with number of incidents unlimited.
x	Contract Key Dates	Clause 8.5 of the GCC	Refer Appendix 2B of the Employer's Requirement.
xi	Period in which all insurances have to be effected	Clause 15.5 of the GCC	Within 2 weeks from the "date of commencement"
xii	(a) DDC's Name and Address	-----	..... <b>(Tenderer to Complete)</b> ....
	(b) Employer's Name and Address	-----	<b>Noida Metro Rail Corporation Ltd.</b> Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida-201301, Uttar Pradesh.

Date : .....

**Signature of authorized signatory of Tenderer**

Place : .....

**Note: JV/Consortium not allowed to participate in Tender**

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## **FORM OF TENDER - APPENDIX 2**

### **BILL OF QUANTITIES / PRICING DOCUMENT**

We (name of the tenderer) hereby undertake that the Bill of Quantities/ Pricing Document (Volume 4 of the tender documents) duly completed in all respect has been uploaded by us in Package 2(i.e., Financial Package).

**Signature of authorized signatory of Tenderer**

## **FORM OF TENDER - APPENDIX 3**

### **OUTLINE QUALITY PLAN**

The DDC shall establish and maintain a Quality Assurance System in design procedures and the interfaces between them. This Quality Assurance system shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems that the DDC already maintains.

The Tenderer shall submit as part of his Tender an Outline Quality Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient Quality Assurance System. The Outline Quality Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Quality as required.

The Tenderer may be requested to amplify, explain or develop its Outline Quality Plan prior to the date of acceptance of the Tender and to provide more detail with a view to reaching provisional acceptance of such a plan.



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**FORM OF TENDER - APPENDIX 4**

**OUTLINE SAFETY & HEALTH PLAN AND OUTLINE ENVIRONMENT PLAN**

**NOT USED**

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## **FORM OF TENDER - APPENDIX 5**

### **TENDERER'S TECHNICAL PROPOSALS**

The Tenderer shall prepare his Technical Proposals based on the contents of **Clause C2, Clause C6 and Annexure-1 to the Instructions to Tenderers.**

## FORM OF TENDER - APPENDIX 6

### GENERAL INFORMATION ABOUT THE TENDERER

A. TENDERER INFORMATION SHEET									
<b>Tenderer's Legal Name</b>									
<b>Legal status of the Tenderer</b>	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)								
<b>In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: none;">Legal Name of JV/Consortium member</td> <td style="width: 40%; border-bottom: none;">% participation</td> </tr> <tr> <td style="border-top: none;">1.</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">2.</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">3.</td> <td style="border-top: none;"></td> </tr> </table>	Legal Name of JV/Consortium member	% participation	1.		2.		3.	
	Legal Name of JV/Consortium member	% participation							
	1.								
	2.								
3.									
<b>Lead member of JV/Consortium</b>									
<b>Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication</b>									
Tenderer's authorized signatory (name, designation, address, contact no.)									
Tenderer's authorized representative (name, designation, address, contact no.)									
<p><b>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) :</b></p> <ul style="list-style-type: none"> <li>a) Affidavit in case of Proprietary firm.</li> <li>b) Partnership Deed in case of partnership firm.</li> <li>c) Memorandum &amp; Article of Association in case of a Public/Private limited company.</li> <li>d) In case of <del>JV/Consortium</del>, MoU/Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.</li> <li>e) Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of <del>JV/Consortium</del>.</li> </ul> <p><b>Note: Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with NMRC related to the tender.</b></p> <p><b>Note: JV/Consortium not allowed to participate in Tender</b></p>									

<b>B. JV/CONSORTIUM MEMBER INFORMATION</b>	
<b>Note: JV/Consortium not allowed to participate in Tender</b>	
<b>MEMBER – 1</b>	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	
<b>MEMBER – 2</b>	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	

**SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER**

## **FORM OF TENDER - APPENDIX 7**

### **STAFFING SCHEDULES AND ORGANISATION CHART**

We here by confirm to deploy the minimum project personnel as per Annexure-3 of ITT and with prescribed experience as detailed in Clause 1.1.3.4ofNIT.

### **SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER**

The Tenderer shall provide a complete Staffing Schedule and Organisation Chart he proposes for the work which has to satisfy the requirement of item 1 above.

**FORM OF TENDER - APPENDIX 8**

**NOT USED**

## **FORM OF TENDER - APPENDIX 9**

### **TENDER INDEX**

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within Tender Package 1: Technical Package and Tender Package 2: Financial Package which the Tenderer intends to be the responses to each and every one of those requirements.

**The Tender Packages submitted must be clearly presented, all pages numbered and aid out in a logical sequence with main and subheadings to facilitate evaluation.**

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## **FORM OF TENDER - APPENDIX 10**

**NOT USED**



**FORM OF TENDER - APPENDIX 11**

**(As Per Clause A4.2)**

**UNDERTAKING FOR CORRUPT & FRAUDULANT PRACTICE**

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice as defined in Clause 37.33 of the General Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not any such amount.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

**NOTE:**

1. ~~In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.~~
2. ~~The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.~~

**NOTE: JV/CONSORTIUM NOT ALLOWED TO PARTICIPATE IN TENDER**

**Contract NGNE-01:-Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system and Power Supply & SCADA for Elevated Line of aqua line extension Corridor of Noida Metro Rail Project**

## **FORM OF TENDER - APPENDIX 12**

**[As Per Clause C2.2 (m)]**

### **COPYRIGHT UNDERTAKING**

Date .....

To:

DGM/Electrical  
Noida Metro Rail Corporation Limited  
Block III, 3rd Floor, Ganga Shopping Complex,  
Sector-29, Noida- 201301  
Uttar Pradesh

### **LETTER OF UNDERTAKING**

**Contract NGNE-01:- Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system and Power Supply & SCADA for Elevated Line of Aqua line Extension Corridor of Noida Metro Rail Project**

We, \_\_\_\_\_(name of tenderer / joint venture) hereby undertake that the downloaded tender documents purchased as a necessary part of our preparation of this tender shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the subject work.

We further undertake that the aforesaid tender documents prepared by Noida Metro Rail Corporation shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or sub contractors of the joint venture are, or will be involved with either in India or any other country.

Signed.....

For and on behalf of

(Name of tender / joint venture)

**FORM OF TENDER - APPENDIX 13**

**[As Per Clause C15.1 of ITT]**

**PROFORMA FOR STATEMENT OF MINOR DEVIATIONS**

1. The following are the particulars of minor deviations from the requirements of the Tender Document:

Sr. No	Clause	Deviations	Remarks (including justification)	Confirming that price of adjustment of each deviation/s is given in Annexure 13A of financial package (Yes/No)

Note:

1. The Tenderer shall indicate price adjustment against each deviation in Annexure 13A of BOQ. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.
3. If the tenderer proposes deviations in tender documents and/or any other terms and conditions of the tender, other than in this Annexure, it will have no effect.

**Signature of authorized signatory On behalf of Tenderer**

**Note: JV/Consortium not allowed to participate in Tender**

**Contract NGNE-01:-Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system and Power Supply & SCADA for Elevated Line of aqua line extension Corridor of Noida Metro Rail Project**

## **FORM OF TENDER – APPENDIX 14**

**[As per clause C8]**

### **TENTATIVE PROJECT IMPLEMENTATION PROGRAMME**

To be submitted by the tenderer as per clause C8 of ITT.

**FORM OF TENDER - APPENDIX 15**

**[As per clause E4.2]**

**FINANCIAL DATA**

(WORK DONE DURING THE LATEST LAST THREE FINANCIAL YEARS)

NAME OF THE TENDERER: *(All amounts in Rupees in crores)*

S.No.	DESCRIPTION	Financial Data for Last 3 Audited Financial Years				
		Year 2016-2017	Year 2017-2018	Year 2018-2019	Year 2019-2020	Year 2020-2021
1	2	3	4	5	6	7
	Total value of <b>Detailed Design Consultant works</b> as per audited financial statements					

**NOTE:**

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.
3. All such documents reflect the financial data of the tenderer or member in case of JV/Consortium, and not that of sister or parent company.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e., 2017,2018,2019 ,2020, and 2021.
6. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp & membership number and Firm Registration Number.
7. The above financial data will be updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
8. The Years mentioned in the table are indicative only. Financial Data (updated as per Note 7 above) for latest last 5 (five) audited financial years shall be considered for evaluation. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.

**FORM OF TENDER - APPENDIX 16**

**[As per clause E4.2]**

**WORKS IN HAND**

**Applicant's legal name .....**      **Date.....**

**Page ..... of ..... pages**

Name and brief particulars of contract (Clearly indicate the part of the work assigned to the applicant (s))	Name of client with telephone number and fax number	Contract Value in Rupees Equivalent (Give only the value of work assigned to the applicant(s))	Value of balance work yet to be done in Rupee equivalent as on the last day of the previous month of tender submission	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work to be done during next <b>30 months</b> with effect from the first day of the month of tender submission
<b>TOTAL</b>							

**Note:**

- The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp and Membership number and Firm registration number.

**FORM OF TENDER - APPENDIX- 17**

**WORK EXPERIENCE**

**Applicant's legal name** ..... **Date**.....

**Group Member's legal name**..... **Page** ..... **of** ..... **Pages**

**Type of Participation:** Substantial / Non-substantial (Tick whichever is applicable)

For works as per clause no. 1.1.3.2 A and 1.1.3.1(vii) (b) of NIT (considering escalation as per Notes (d) of Clause 1.1.3.2 of NIT)

<b>Work Experience</b>		
Similar Contract Number _____ of _____ required Information		
Contract Identification		
Award date Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV-Consortium member)	Individual	JV Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR at _____ price level
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR at _____ price level

**NOTE:**

- Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
- Separate sheet for each work along with Clients Certificate to be submitted.

**Note: JV/Consortium not allowed to participate in Tender**

**APPENDIX -17A: SUMMARY OF INFORMATION PROVIDED IN APPENDIX 17**

**Applicant’s legal name .....**      **Date.....**

**Group Member’s legal name.....**      **Page ..... of ..... pages**

<b>Name of Applicant (each member in case of group)</b>	<b>Total Number of works As per clause no. 1.1.3.2 A of NIT at the price level of as on the last day of the previous month of tender submission</b>	<b>Total Number of works As per clause no. 1.1.3.1 (vii) (b) of NIT at the price level of as on the last day of the previous month of tender submission</b>	<b>No. of contracts delayed, i.e., completed beyond the original date of completion</b>

**NOTE:-**

1. In case the work was done as JV/Consortium, only the value of work done by the applicant as per his Percentage participation must be given.
2. Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately.

**Note: JV/Consortium not allowed to participate in Tender**



**FORM OF TENDER - APPENDIX 18  
FINANCIAL DATA**

**Applicant's legal name .....Date .....**

**Group Member's legal name.....Page ..... of ..... Pages**

**Each Applicant or member of a JV must fill in this form**

S.N.	Description	Financial Data for Latest Last 3 Years (Indian Rupees)				
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
1.	<b>Total Assets</b>	Not required	Not required	Not required	Not required	Not required
2.	<b>Current Assets</b>	Not required	Not required	Not required	Not required	Not required
3.	<b>Total External Liabilities</b>	Not required	Not required	Not required	Not required	Not required
4.	<b>Current Liabilities</b>	Not required	Not required	Not required	Not required	Not required
5.	<b>Annual Profits Before Taxes</b>	Not required	Not required	Not required	Not required	Not required
6.	<b>Annual Profits After Taxes</b>	Not required	Not required	Not required	Not required	Not required
7.	<b>Net Worth [= 1 - 3]</b>	Not required	Not required	Not required	Not required	Not required
8.	<b>Liquidity [=2 - 4]</b>	Not required	Not required	Not required	Not required	Not required
9.	<b>Return on Equity</b>	Not required	Not required	Not required	Not required	Not required
10.	<b>Annual turnover (from Detailed Design Consultant works )</b>	Not required	Not required			
11.	<b>Gross Annual turnover</b>	Not required	Not required			

Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial years, as indicated above, complying with the following conditions.

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e.,2017, 2018,2019 2020, and 2021.
6. Return on Equity = Net Income / Shareholders Equity  
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Share holders equity does not include preferred shares.
7. This Appendix-18 of FOT shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp, membership number and Firm Registration Number.
8. The Years mentioned in the table are indicative only. Financial Data for latest last 5 (five) audited financial years shall be considered for evaluation. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.

**FORM OF TENDER- Appendix- 19**  
**(Undertaking as per clause 1.1.3.1 v(a) & v(b) of NIT)**

We do hereby undertake that NMRC/ Any Other Metro Organisation (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries has not banned business with us as on the date of tender submission. Also any work of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, has not been rescinded/ terminated by NMRC/ Any Other Metro Organisation (100% owned by Govt.) after award of contract to us during last 3 years (from the last day of the previous month of tender submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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Note :

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

**Note: JV/Consortium not allowed to participate in Tender**

**FORM OF TENDER- APPENDIX 19A**

**(Undertaking as per clause 1.1.3.1v(c) of NIT)**

**(to be submitted by each member of the JV/Consortium separately)**

(i) We do hereby undertake that following is the list of all the on-going DDC works awarded by NMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIT cost of work and the list of completed DDC Works awarded by NMRC/ any other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission) of value more than 40% of NIT cost of work.

**Applicant's legal name..... Date.....**

**JV/Consortium Member's legal name..... Page..... Of..... Pages**

S.no.	Contract No. & Name of Work	Name of Employer / Client	Name of the contractor including constituent members in case of JV/Consortium	Performance of work.	Performance based on
				* Satisfactory/ unsatisfactory	*Client's certificate/ Undertaking by tenderer
1					
2					
Add required number of rows					

\*Strike through whichever is not applicable.

(ii) We also do hereby undertake that the performance of works has been indicated above for all the works which are either based on client/Employer certificate or our undertaking. We also understand that NMRC at its sole discretion may get performance of any such work, for which undertaking of satisfactory performance has been given by us, directly from the Client / Employer for the Works listed above and if performance from Client/Employer for such work is found to be unsatisfactory, we shall be considered non-complaint to the tender condition.

**Note:**

a) The tenderer may either submit satisfactory performance Certificate issued by the Client/ Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/ execution of work (for on-going works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non submission of either satisfactory performance Certificate from Client/Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) below.

- b) If the tenderer or any of the constituent 'substantial member(s)' of ~~JV/Consortium~~ has reported four or less number of works in the Appendix 19A then there should not be any unsatisfactory performance in any of the works of tenderer or any of the constituent 'substantial member(s)' of ~~JV/Consortium~~. Otherwise ,the tenderer including the constituent 'substantial member(s)' of ~~JV/Consortium~~ shall be considered ineligible for participating in tender process. In other cases, if the Overall Performance of tenderer or any member of the constituent 'substantial member(s)' in case of JV/Consortium, in more than 20%of the works reported in the Appendix 19A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent 'substantial member (s)' of ~~JV/Consortium~~ shall be considered in eligible for participating in tender process and they shall be considered in eligible applicants in terms Clause1.1.3.1ofNIT. **(Note: JV/Consortium not allowed)**
- c) If there are any adverse remarks in the client's completion/performance certificate, the same shall be examined during technical evaluation.
- d) If there is any misrepresentation off acts with regards to performance in any of the works reported above, the same will be considered as "fraudulent Practice" under clause 37.33.1a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1 (b), (c) & 13.2.1 of GCC.
- e)The undertaking shall be signed by authorized signatory of the tenderer. In case of ~~JV/Consortium~~ by the authorized signatory of the constituent members signed by the authorized signatory of tenderer of shall be considered ineligible for participating intender process. **(Note: JV/Consortium not allowed)**

Stamp &Signature of Authorized Signatory

Example:

Works reported in the Appendix 19A	0-4	5	6	7	8	9	10	14
No. Of unsatisfactory works acceptable	Nil	1	1	1	2	2	2	3

**Note: JV/Consortium not allowed to participate in Tender**

**FORM OF TENDER- APPENDIX 20**

**(Undertaking as per clause 1.1.3.1 v(d) of NIT)**

**(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)**

We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any DDC works awarded by NMRC / any other Metro Organisation (100% owned by Govt.) of value more than 10% of NIT cost of work executed either individually or in a JV/Consortium during last three years (from the last day of previous month of the tender submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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**Note : JV/Consortium not allowed**

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

**FORM OF TENDER- Appendix- 21**

**(Undertaking as per clause 1.1.3.1 vi of NIT)**

**(UNDERTAKING FOR FINANCIAL STABILITY)**

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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Note : **JV/Consortium not allowed**

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

## **FORM OF TENDER- Appendix- 22**

### **UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT**

We here by confirm that, we have downloaded / read the complete set of tender documents (as named in Clause 1.1.4 of NIT)/addendum/corrigendum/clarifications along with the set of enclosures hosted on e-tendering portal <http://etender.up.nic.in>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-tendering portal [<http://etender.up.nic.in>]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

**Note: JV/Consortium not allowed to participate in Tender**

## **FORM OF TENDER- Appendix- 23**

(Under taking as per Clause 1.1.3.1ix(d) of NIT)

We hereby jointly and severally certify in accordance with clause '9.a' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT), Government of India dated 04.06.2020, that the item(s) offered meets the minimum local content of 60% / 20% and we meet the minimum content requirement for 'class-I local supplier'/'class-II local supplier' (strikethrough whichever is not applicable). The details including name of vendor and location at which local value addition is made is enclosed as Appendix-24 of FOT.

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under GCC clause 4.33.1 (a) (ii) of this tender for which the tenderer or its successors can be debarred for a period upto three years along with such other actions as may be permissible under the law.

In cases of procurement for a value in excess of 10 Crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT), Government of India dated 04.06.2020, **after completion of works to the Engineer.**

### **STAMP & SIGNATURE OF AUTHORISED SIGNATORY**

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**Note: -**

1. This appendix need to be submitted only by 'Class-I Local supplier'/'Class-II local supplier' as defined in Clause 1.1.3.1ix of NIT.

The undertakings shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

**Note: JV/Consortium not allowed to participate in Tender**



**FORM OF TENDER- Appendix- 24**

**Performa for Submission of the List of the Goods, Works & Services Tentatively Proposed to be Offered with Local Value Addition**

S.No.	Description of Items (Goods/Works/Services)	Vendor	Location
	S	T	
		A M	

*P*  
&SIGNATUREOFAUTHORISEDSIGNATORY

**Note: JV/Consortium not allowed to participate in Tender**

**Contract NGNE-01:-Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system and Power Supply & SCADA for Elevated Line of aqua line extension Corridor of Noida Metro Rail Project**

**FORM OF TENDER-  
Appendix- 25  
Not used**

**Contract NGNE-01:-Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system and Power Supply & SCADA for Elevated Line of aqua line extension Corridor of Noida Metro Rail Project**

**FORM OF TENDER-  
Appendix- 26  
Not used**

**FORM OF TENDER-  
Appendix- 27  
UNDERTAKING**

I/We [Name of the bidder] have read the clause(s) regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries\*; I/We [Name of the bidder] certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority\*. I/We hereby certify that [Name of bidder] fulfils all requirements in this regard and is eligible to be considered.

\*Strike off the highlighted text in case of tenders for Works not involving possibility of sub-contracting

**Signature of authorized signatory of  
Tenderer**

**NOTE: JV/Consortium not allowed**

1. In case of ~~JV/Consortium~~, the under taking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of ~~JV/Consortium~~.
3. If the aforesaid certificate given by a bidder whose bid is accepted is found to be false, it will be considered as "fraudulent practice" under clause 4.32.1 (a) (ii) of GCC and this would be a ground for immediate termination besides taking further action as per GCC Clause 38 /legal action in accordance with law.