

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/Prj/OHE Design/NGN/185R/192/2022

TENDER DOCUMENTS

VOLUME 1

NOTICE INVITING TENDER (NIT)

INSTRUCTION TO TENDERERS (ITT)

FORM OF TENDER (FOT)

Noida Metro Rail Corporation (NMRC) Limited

Block-III, 3rdFloor, Ganga Shopping Complex, Sector-29, Noida -201301,

District GautamBudh 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.

CLAUSE	DESCRIPTION	PAGE NO.
NOTICE INVITING TENDER		
1.1	General	1
1.1.1	Name of Work	1
1.1.2	Key Details	1-3
1.1.3	Qualification Criteria	4-9
1.1.3.2	Minimum Eligibility Criteria	9- 12
1.1.3.3	Bid Capacity Criteria	12
1.1.3.4	Minimum Key Staff requirement	13
1.1.4	Tender Documents	13-15
	Instructions for online Bid Submission	16-17
	Assistance to bidders	18
INSTRUCTIONS TO THE TENDERER		
A	General	19
A1	General Description of the Work	19
A2	Source of Funds	19
A3	Eligible Tenderers	19
A4	Qualification of the Tenderer	19
A5	One Tender per Tenderer	19
A6	Cost of Tendering	19
A7	Site Visits	19
B1	Contents of Tender Documents	20
B2	Content of Supporting Documents	20
B3	Clarification of Tender Documents	20
B4	Amendment of Tender Documents	21
C	Preparation of Tenders	21
C1	Language	21
C2	Documents Comprising the Tender	21
C3	Form of Tender	25
C4	Outline Quality Plan	25
C5	Outline Safety, Health and Environment Plan	25
C6	Tenderer's Technical Proposals	25
C7	Designer	25
C8	Tender Programme	25
C9	Manufacture, Installation and Construction Method	26
C10	Payment Schedule	26
C11	Sub-Contracts	26
C12	Staffing Schedule and Related Details	26

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.

C13	Contractor's Equipment	26
C14	Proposals for Use of Works Areas	26
C15	Pricing Document 29 C16 Currencies of Tender and Payment	26
C16	Currencies of tender and payments	27
C17	Tender Validity	27
C18	Tender fee/Tender Document cost & Security/Earnest money deposit (EMD)Tender	27
C19	Performance Guarantees, Undertaking and warranties	28
C20	Labour	28
C21	Other Contractors	28
C22	Insurance	28
C23	Tender Index	28
C24	Pre-Tender Meeting	28
C25	Format and Signing of Tender	28
C26	Pricing of conditions, Qualifications, deviations etc.	29
D	Submission of Tenders	
D1	Submission of Online E-Tendering	29
D2	Late or Delayed Tenders	29
D3	Modification, Substitution and Withdrawal of Tenders	29
E	Tender Opening and Evaluation	30
E1	Tender Opening	30
E2	Confidentiality of Tender Information and Copyright	30
E3	Clarification of Tenders	30
E4	Evaluation of Tenders	31
E5	Evaluation of Financial Proposals	32
E6	Indigenization	33
F	Award of Contract	
F1	Award	33
F2	Employer's Right to accept any Tender and Reject any or all Tenders	33
F3	Notification of Award	33
F4	Signing of Agreement	34
F5	Performance Security	34
Annexure 1	Requirements for Tenderer's Technical Proposals	36
Annexure 2	Requirements for Tender Programme	37
Annexure 3	Minimum number of Project-Personnel	38
Annexure 4	Minimum organisation structure required	40
Annexure 5	Resources proposed for the project- plants & equipments	41
Annexure 6	Form of bank guarantee for tender security	42
Annexure 7	Form of performance security (guarantee) by bank	44
Annexure 7A	Form of additional bank guarantee	46

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.

Annexure 8	Proforma for banking reference for liquidity	48
------------	--	----

FORM OF TENDER

Form of Tender	49
Appendix 1 – Requirements under general conditions of contract	51
Appendix 2 –Bill of quantities / pricing document	52
Appendix 3 – Outline quality plan	53
Appendix 4– Outline safety & health plan and outline environment plan	54
Appendix 5 – Tenderer's technical proposals	55
Appendix 6 – General information about the tenderer	56
Appendix 7 – Staffing schedules and organisation chart	58
Appendix 8 – Schedule of components manufactured offshore	59
Appendix 9 - Tender index	60
Appendix 10 – Resources proposed for the project-plants & equipments	61
Appendix 11 – Undertaking for corrupt & fraudulent practice	62
Appendix 12 – Copyright undertaking	63
Appendix 13 – Proforma for statement of minor deviations	64
Appendix 14 – Tentative project implementation programme	65
Appendix 15 – Financial Data –work done during the last 5 years	66
Appendix 16 – Financial Data – Commitment for on-going works/ Works in Hand	67
Appendix 17 – work experience	68
Appendix 17A – Summary of information provided in appendix 17	69
Appendix 18 – Financial data (Financial Standing)	70
Appendix 19 (Undertaking as per clause 1.1.3.1 v(a) & v(b)of NIT)	71
Appendix 19A –Undertaking as per clause 1.1.3.1 v(c) of NIT	72
Appendix 20 – Undertaking for Not Being Penalized in a Contract	74
Appendix 21 – Undertaking for financial stability	75
Appendix 22 – Undertaking for downloaded tender document	76
Appendix 23 – (Undertaking as per clause 1.1.3.1 ix (d) of nit)	77
Appendix 24 – Performa for submission of the list of the goods, works & services tentatively proposed to be offered with local value addition	78
Appendix 27 - Undertaking	81

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/Prj/OHE Design/NGN/185R/192/2022

TENDER DOCUMENTS

VOLUME 1

NOTICE INVITING TENDER (NIT)

**Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rdFloor, Ganga Shopping Complex, Sector-29, Noida -201301,
District GautamBudh 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

NOTICE INVITING TENDER

NOTICE INVITING TENDER (NIT)

(e - Tender)

1.1 GENERAL

1.1.1 Name of Work:

Noida Metro Rail Corporation (NMRC) Ltd. invites online Open e-Tenders on Local competitive bidding (LCB) basis from eligible applicants from all countries and all areas, who fulfil qualification criteria as stipulated in clause 1.1.3 of NIT, for the scope:

“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. The corridors / lines are as follows:

S. No.	Corridor Details	Length of Corridors (km)	Elevated	
			Stations (E)	FOCS (KM)
1.	Sector 51 to Greater Noida Sector 2	9.605	05	9.605 Approx
	TOTAL	9.605	05	9.605Approx

1.1.2 Key details:-

Approximate cost of work	INR 43.78 Lac
Tender Security amount	<p>Amount of Tender Security: - 87,560.00 INR.</p> <p>(Payment of Tender security amount/EMD is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. bidders shall upload the scanned copies of transaction of payment of tender security / EMD including e-receipt (clearly indicating UTR No. and tender reference i.e. NGNE-01 must be entered in remarks at the time of online transaction of payment, (failing which payment may not be considered) to be uploaded in online bid submission. The detail of bank account of NMRC is mentioned below this table.</p> <p>Note: Bidders to note that the payment of tender security shall be made from the account of bidder only.</p> <p>If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected. For further details, clause C18 of ITT may be referred</p>

Completion period of the Work	30 (Thirty) Months
Tender documents on sale	<p>From 06.05.2022 (from 1500 hrs) to 06.06.2022 (up to 1500 hrs) on e-tendering website http://etender.up.nic.in.</p> <p>Tender document can only be obtained online after registration of tenderer on the website http://etender.up.nic.in.</p> <p>For further information in this regard bidders are advised to contact on 0120-4344483/84</p>
Cost of Tender documents	<p>INR 5,900/- (inclusive of 18% GST) Non Refundable</p> <p>(Payment of tender document cost/tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The details of bank account of NMRC are mentioned below. The bidders are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference i.e. NGNE-01 must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission). (Copy of GST registration no. to be provided along with Tender document cost/ tender fee)</p>
Last Date of Seeking Clarifications	<p>16.05.2022 up to 1700 Hrs.</p> <p>Queries/clarifications from bidders after due date and time shall not be acknowledged.</p> <p>Bidders to note that seeking clarifications on the tender shall be done by sending it either on registered official email id of NMRC i. e. nmrcsandel@gmail.com, nmrcnoida@gmail.com or on e-tendering portals only. Seeking clarifications by fax or post will not be considered.</p>
Pre-bid Meeting	20.05.2022 at 1500 hrs
Last date of issuing addendum (if any)	<p>24.05.2022 at 1700 hrs</p> <p>Queries/clarifications from bidders after due date and time shall not be acknowledged.</p>
Date & time of Submission of Tender online	<p>Tender submission start date: 06.05.2022 (1500 hrs)</p> <p>Tender submission end date: 06.06.2022 (1500 hrs)</p>
Date & time of opening of Tender online	07.06.2022 at 1530 hrs

Authority for purchase of tender documents, seeking clarifications and submission of completed tender documents Place of pre-bid meeting	GM/Technical, Noida metro Rail Corporation Block- III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida-201301, Uttar Pradesh email id: nmrcrsandel@gmail.com , nmrcnoida@gmail.com Website: www.nmrcnoida.com			
JV/Consortium	Not allowed			
To facilitate payment of Tender Fee through RTGS, NEFT & IMPS, the details of bank account of NMRC is mentioned below:				
Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC Code
State Bank Of India	State Bank of India (04077) – Sector 18, Noida ,Gautam Budh Nagar, Uttar Pradesh -201301	A/c No. 37707840592	Current	IFSC Code: SBIN0004077

QUALIFICATION CRITERIA:

1.1.3.1 Eligible Applicants:

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, Limited liability partnership (LLP), companies and corporation who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.1.3 of NIT. **Joint Ventures or Consortiums, are not allowed to participate in the tender.**
- ii. Deleted
- (b) 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 subcontractor while submitting a bid in the same bidding process.
- iii. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for / on implementation of the project;
 - (b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - (c) a tenderer lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for / or implementation of the project, if the personnel would be involved in any capacity on the same project.
- iv. The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bids, all such bids shall be considered ineligible and summarily rejected.
- v. (a) NMRC/ Any Other Metro Organisation (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer as on the date of tender submission. The tenderer should submit undertaking to this effect in Appendix-19 of Form of Tender.
- v. (b) Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed, should have been rescinded / terminated by NMRC / any other Metro Organisation (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.

- v. (c) The overall performance of the tenderer shall be examined for all the ongoing DDC works awarded by NMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIT cost of work and also for all the 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. The tenderer shall provide list of all such works in the prescribed Performa given in **Appendix-19A** of the Form of Tender. The tenderer (~~all members in Case of JV/Consortium separately~~) 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 ongoing works) falling 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) of **Appendix-19A**. In case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission) for on-going works. **In case the tenderer does not have any work falling in above criteria, his performance will not be judged unsatisfactory.**
- v. (d) Tenderer for the works awarded by NMRC/ any other Metro Organisation (100% owned by Govt.) must have been neither penalised with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any DDC works of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in **Appendix-20** of Form of Tender.
- v. (e) If the tenderer does not meet the criteria stated in the Appendix 19 or Appendix 19A or Appendix 20, the tenderer shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT.
- v. (f) If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix-19, or performance in any of the works reported in the Appendix 19A, or undertaking submitted vide Appendix-20, the same will be considered as “fraudulent practice” under Clause 37.33.1 (a) (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 37.33.1 (b) & 38.3 of GCC.
- vi. Tenderer must not have suffered bankruptcy/ insolvency during the last 5 years. The tenderer should submit undertaking to this effect in **Appendix-21** of Form of Tender.

vii. LEAD PARTNER/ NON SUBSTANTIAL PARTNERS/ CHANGE IN JV/CONSORTIUM

Note: (Joint Ventures or Consortiums, are not allowed to participate in the tender.

Deleted

viii. Participation by Subsidiary Company / Parent Company with credential of other Company

a) Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies..

b) Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies.

ix. Purchase Preference to Class-1 Local Suppliers / Preference to Make in India:

Only 'Class-I local supplier' and 'Class-II local suppliers' as defined, below, are eligible to participate for the subject tender.

a) Definitions:

i. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

ii. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by department for Promotion of Industry and Internal Trade (DPIIT). Minimum local content for 'Class-I local supplier' shall be 60% for the subject tender.

iii. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by department for Promotion of Industry and Internal Trade (DPIIT).

iv. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the Order no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by department for Promotion of Industry and Internal Trade (DPIIT).

v. 'L1 ' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

vi. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "class-I local supplier" may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be 20% for the subject tender.

b) Procedure for Purchase Preference in procurement of goods or works which are not divisible in nature: **NOT APPLICABLE FOR THE SUBJECT TENDER:**

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class – I local supplier, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not Class – I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class– I local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject other Class–I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class – I local supplier subject to matching the L1 price.

iii. In case such lowest eligible 'Class–I local supplier' fails to match the L1 price or accepts less than 'the offered quantity, then next higher Class–I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and soon, and contract shall be awarded accordingly.

iv. In case some quantity is still left uncovered on Class–I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) Procedure for Purchase Preference to 'Class-I local supplier' in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone: **APPLICABLE FOR THE SUBJECT TENDER.**

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1.

ii. If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class- I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.

iv. In case, none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

d) Local content and verification of local content:

i. The 'Class – I local supplier' / 'Class – II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of minimum local content and provide self-certification that the item offered meets the minimum local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

ii. In case of procurement for a value in excess of Rs. 10 Crores, the 'Class-I local supplier'

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.

/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content after completion of works to the Engineer.

iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.

iv. Supplier / bidder shall give the details of the local content in a format attached as Appendix – 23 and Appendix – 24 of FOT duly filled to be uploaded along with the technical bid. In case, bidder do not upload Appendix – 23 and Appendix – 24 of Form of Tender (FOT) duly filled along with their technical bid, supplier/bidder shall be considered as 'Non-local supplier' and will not be eligible to participate for estimated value of purchases up to Rs. 200 Crores except global tender enquiries in terms of clause 3(b) of Order no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade(DPIIT).

e) Complaints relating to implementation of Purchase Preference

Fees for such complaints shall be Rs. 2 Lakh or 1 % of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

x. **"Restriction of Bidders from Countries sharing Land Borders with India" (Joint Ventures or Consortiums, are not allowed to participate in the tender.**

Any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory. However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority".

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause:

"Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in

any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process. "Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

- i In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty- five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

1.1.3.2 Minimum Eligibility Criteria:

- A. Work Experience:** The Tenderers will be qualified only if they have successfully completed work(s), completion date(s) of which falling during last seven years ending last day of the month previous to the month of tender submissions given below (**tenderer shall upload Appendix-17 of FOT**):

- i. At least One “**similar work**” of value of **INR 35.02 Lakh** or more.

OR

- ii. Two “**similar works**” each of value of **INR 21.89 Lakh** or more.

OR

- iii. Three “**similar works**” each of value of **INR 17.51 Lakh** or more.

The similar nature of work shall involve Detailed design of any one of the following combination of major activities defined below of these in any metro/railway/suburban railway system:-

Combination of Activities:

- a. 25kV AC Flexible OHE only
- b. 25kV AC Flexible OHE & 33/11/0.415 kV AC or higher substations
- c. 25kV AC Flexible OHE & SCADA
- d. 25kV AC Flexible OHE & 33/11/0.415 kV AC or higher substations & SCADA

Note:1. The Bidder must have experience of design of 25 kV OHE works on viaduct / long-bridges or on other mainlines / sub urban sections for at least 5.0 Rkm in a Single work in any metro/railway/suburban railway system.

2. Value of successfully completed portion of similar work in any on-going composite work (work involving other than similar work also) up to last day of the month previous to the month of tender submission will also be considered for qualification of work experience criteria subject to completion of entire scope of similar work in a composite work.

II. Deleted.

III. Deleted.

Notes: JV /Consortium (Not Allowed)

- a) Deleted
- b) The tenderer shall submit details of works executed by them in the Performa prescribed in Appendix-17 & 17A of FOT for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.** In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments

received and copy of final/last bill paid by client shall be submitted.

- c) Only fully completed works during last seven years ending last day of the month previous to the month of tender submission shall be taken into consideration for meeting work experience criteria.
- d) For fully completed works, value of work done shall 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 per year.
- e) ~~In case of joint venture / Consortium,~~ full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such ~~JV/Consortium~~ shall be considered. **(Joint Ventures or Consortiums, are not allowed to participate in the tender.**
- f) If the above work(s) i.e. "similar work" - comprise(s) other works, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.
- g) Only work experience certificate having stamp of Name and Designation of officer along with the Name of client shall be considered for evaluation. However, if any work experience certificate has been issued prior to 31.09.2021, same shall be considered for evaluation even if it is not stamped.

B. Financial Standing: The Tenderers will be qualified only if they have minimum financial capabilities as below:

- i) T1-Liquidity: Not used.
- ii) T2 - Profitability: Profit before tax (PBT during any of the financial year should be positive during immediately preceding 3 financial years.)
- iii) T3 - Net Worth: Not used.
- iv) **T4 - Annual Turnover:** The average annual turnover of last three financial years ending on 31st march of the previous financial year, should be at least **43.78 lakhs.**

JV/Consortium (Not Allowed)

The average annual turnover of JV will be based on percentage participation of each member.

Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV/JVA/Consortium will be

$$=AM+BN$$

Notes :

Average annual turnover of the applicant will be based on last 3 years audited balance sheet. In case audited balance sheet of the last year is not made available by the bidder, he has to submit an affidavit certified by Chartered Accountant that 'the balance sheet has actually not been audited so far'. In such a case, the average of turnover of previous 2 years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tenderer will be considered as non-responsive.

1.1.3.3 Bid Capacity Criteria:

Bid Capacity: The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work as per NIT. Available bid capacity will be calculated based on the following formula:

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

Where,

A = Maximum of the value of DDC works executed in any one year during the last three financial years (updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year.

N = No. of years prescribed for completion of the work

B = Value of existing commitments (as on last day of the month previous to the month of tender submission) for on-going DDC works during period of **30 months** w.e.f. from the first day of the month of tender submission.

Notes:

- a) Financial data for latest last three financial years has to be submitted by the tenderer in **Appendix-15 of FOT** along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original with membership number and firm registration number and UDIN
- b) Value of existing commitments for on-going DDC work during period of **30 months** w.e.f from the first day of the month of tender submission has to be submitted by the tenderer in **Appendix-16 of FOT**. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number and firm registration number and UDIN
- c) **Deleted.**

1.1.3.3.1 The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated in the clauses 1.1.3.2 to 1.1.3.3 above, shall not be considered for

further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.2 to 1.1.3.3 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.

In case of mismatch in financial data in the submitted documents i.e. in Chartered Accountant certified documents and data in audited balance sheet, the data from the audited balance sheets shall prevail.

1.1.3.4 Minimum Key Staff requirement –

The tenderer should be able to mobilize a project team as per the Educational/professional profile given in the Annexure-3 of ITT.

Project Organization should be as under:

S. No.	Description	Requirement (in nos.)	Experience Required	Minimum Time Period of Deployment (Man month)
1	Chief Project Manager	1	10 Years	During the Currency of the Contract as required
2	Systems Design Engineer for each system as per requirement	1	8 years in relevant field.	
3.	Supporting Staff	As required		

Note: The Chief Project Manager and System Design Engineer must have an experience of successful design, as applicable, of one such similar project in any of the metro organisation during last 7 yrs.

D-Design Period: Till the completion of activities 01 to 5 in Appendix C (Schedule of Payment) of Volume-4 (Financial Package).

1.1.4 The Tender documents consist of:

Volume 1

- Notice Inviting Tender
- Instructions to Tenderers (including Annexures)
- Form of Tender (including Appendices)

Volume 2

- General Conditions of Contract
- Special Conditions of Contract

Volume 3

Scope of Work

Outline Design Criteria

Volume 4

Financial Package

- 1.1.5 The Tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of GM/Technical, Block-III, 3rd Floor, Ganga Shopping complex, Sector-29, Noida-201301 Uttar Pradesh
- 1.1.6 All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause. **E 4.0** of “Instructions to Tenderers” and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.1.7 The intending Tenderers must be registered on e-tendering portal **<http://etender.up.nic.in>**. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on ‘online tendering process’. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- 1.1.8 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid class-II or Class-III digital signature. The tender document can only be downloaded or uploaded using class-II or Class-III digital signature of the authorized signatory. However, the tenderer shall upload their tender on **<http://etender.up.nic.in>** using class-II or class-III digital signature of the authorized signatory only.
- 1.1.9 Tender submissions shall be done online on **<http://etender.up.nic.in>** after uploading the mandatory scanned documents towards cost of tender documents such as scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker’s Cheque from a Scheduled commercial bank based in India or scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS (and other documents as stated in the tender document.) Instructions for on-line bid submission are furnished hereinafter.
- 1.1.10 Tender submissions shall be done online on **<http://etender.up.nic.in>** after uploading the mandatory scanned documents towards cost of tender documents such as scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker’s Cheque from a Scheduled commercial bank based in India or scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS (and other documents) as stated in the tender document. Instructions for on-line bid submission are furnished hereinafter. Submission of Tenders shall be closed on e-tendering website of NMRC at the date & time of submission prescribed in NIT after which

no tender shall be accepted.

It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering website <http://etender.up.nic>.before the deadline of submission. NMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.

Tenders shall be valid for a period of 180 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the date of submission of Tenders.

- 1.1.11 NMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of **action** or claim against the NMRC for rejection of his proposal.
- 1.1.12 Tenderers are advised to keep in touch with e-tendering portal <http://etender.up.nic>.infor updates.
- 1.1.13 For any complaints tenderers may contact NMRC or competent authority.

GM/Technical
Noida Metro Rail Corporation Ltd.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the UP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the UP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the UP Portal.

More information useful for submitting online bids on the UP Portal may be obtained at: <http://etender.up.nic.in> **REGISTRATION**

- 1) Bidders are required to enrol on the e-Procurement module of the e-Procurement system Govt. Of Uttar Pradesh Portal (URL: <http://etender.up.nic.in>) by clicking on the link “**Online bidder Enrolment**” on the UP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the UP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the UP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the UP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the UP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) **Tender fee / Tender document cost:** Bidder has to select the instrument type & enter the details of transaction of payment of tender fee / tender document cost done by RTGS / NEFT / IMPS as applicable and upload copy of transaction receipt as documentary proof for payment for further details tenderer may refer clause C18.1.1 of ITT.
- 4) **Tender Security / Earnest Money Deposit (EMD):** Bidder should submit the EMD/Tender Security as per the instructions specified in C18 of ITT in the tender document. Bidder should upload the scanned copy of Tender Security as per specified in the tender document. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once

the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to UP Portal in general may be directed to the 24x7 UP Portal Helpdesk.
- 3) For any technical related queries please call at 24 x 7 Help Desk Number, 0120-4344483/84.

E-Mail: nmrcnoida@gmail.com

Website: www.nmrcnoida.com

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/Prj/OHE Design/NGN/185R/192/2022

TENDER DOCUMENTS

VOLUME 1

INSTRUCTION TO TENDERERS (ITT)

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

NMRC/NGNE-01/Vol-1/ITT

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

INSTRUCTION TO TENDERERS

INSTRUCTIONS TO TENDERERS

A. General

A1. General Description of the work

This contract is for the work as “**Contract:-Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project.**”

A1.1 The Scope of Work for this contract is further described in the Volume 3 of tender documents.

A2. Source of Funds

This work shall be financed through equity participation of Government of India and Government of Noida and other appropriate means of Noida Metro Rail Corporation Ltd.

A3. Eligible Tenderers

This is an open competitive e-tender and all companies, corporations, partnership firms, who are involved in execution of this type of work and those who fulfill the financial soundness and work experience criteria and other requirements laid down in this document are eligible to participate.

A4. Qualification of the Tenderer

A4.1 The Tenderer shall submit a written power of attorney, duly notarized, authorizing the signatory (ies) of the Tender to commit the tenderer along with Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions

A4.2 Each Tenderer is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. To fulfill this requirement, the tenderer has to sign the declaration given as Appendix-11 of FOT. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant, and declare any Contract if already awarded to the Tenderer to be null and void.

A4.3 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.

A5. One Tender per Tenderer

A Tenderer shall submit only one bid. If a tenderer who submits or participates in more than one bid, all tenders in which the tenderer has participated as sole tenderer shall be considered invalid.

A6 Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

A7. Site Visits

A7.1 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.

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.

A7.2 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

A7.3 Not used.

B. Tender Documents

B1. Content of Tender Documents

B1.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for and construction of all Permanent and Temporary Works in connection with “**Contract:- Detailed Design Consultancy for Design of 25 kV Overhead Equipment (OHE) system for Elevated Line and Power Supply & SCADA for Elevated Line of Aqua line extension Corridor of Noida Metro Rail Project**” and as more particularly described in these documents.

Volume 1

- Notice Inviting Tender
- Instructions to Tenderers (including Annexures)
- Form of Tender (including Appendices)

Volume 2

- General Conditions of Contracts
- Special Conditions of Contract (including Schedules)

Volume 3

- Scope of Works

Outline Design Criteria

Volume 4

- Financial Package

B1.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender documents will be at the Tenderer’s own risk. Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.

B1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

B2. Content of Supporting Documents

Not used.

B3. Clarification of Tender Documents

B3.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform the, GM/Technical NMRC forthwith.

B3.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Technical Specifications and Tender Drawings etc., the Tenderer shall seek clarification from General Manager/Technical by uploading the same on NMRC e-tendering portal, not later than the last date of seeking clarification given in the key details of

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.

Notice Inviting Tender. Any such clarification, together with all details on which clarification had been sought, will be copied to all Tenderers without disclosing the identity of the Tenderer seeking clarification.

B3.3 Except for any such written clarification by General Manager/Technical, NMRC which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1 above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.

B3.4 **Correspondence:** All correspondence from NMRC pertaining to this tender till the award of the work with tenderer shall be done by General Manager/Technical

B4. Amendment to Tender Documents

B4.1 During the tender period, the Employer may issue further instructions to Tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be uploaded on the e-tendering portal <http://etender.up.nic.in> within the date given in NIT which shall be available for all the prospective tenderers who have purchased the tender document in the tender period. In case of delay beyond the last date of issuing addendum given in NIT, the date of submission, at its sole discretion may be extended by NMRC under Clause D2.6 of ITT.

Without prejudice to the order of preference as specified in Clause 1.5 of General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should download such addenda and consider them in the tender submittal.

B4.2 The Tenderer should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:

- (a) by way of Special Conditions of Contract to be prepared by the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or
- (b) by the Tenderer submitting, at the written request of the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender, identified in paragraphs C2.3(a) to C2.3(i) below, and whether as supplements to, or amended versions of such documents.

Save as aforesaid, all such amendments or clarifications shall have contractual effect.

C. Preparation of Tenders

C1. Language

Tenders and all accompanying documents shall be in English. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

C2. Documents Comprising the Tender

C2.1 The Tenderer shall, on or before the date and time given in the Notice of Invitation to Tender, upload his Tender on e-tendering portal <http://etender.up.nic.in> in accordance with the provision in Clause D1 of ITT.

- Technical Package of "Contract"
- Financial Package of "" as per the provisions given in clause C15 below.

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.

Technical Package of this submission shall contain the documents referred to in the subsequent paragraphs C2.2 and C2.3 and all annexure & Appendixes of ITT and FOT respectively.

Financial Package shall contain Volume-4 (Bill of Quantity)/ Pricing Document) of the tender documents duly filled in and complete in all respect (see paragraph C10 and C15).

In submission of the Tender (Tender Security, Technical Package and Financial Package), Tenderer (s) shall assign person(s) in writing to submit the tender accompanied by the original Tender Security (if Tender Security is to be submitted in form of BG/ FDR/ DD/ Banker's Cheque) which shall be submitted in a separate envelope. Should any further documents be required pursuant to paragraphs C2.2 (z) and C2.3 (h) below, the Tenderer will be instructed by the Employer which Package of the Tenderer's submission is to contain such documents.

The Tenderer shall ensure that a receipt/acknowledgement is obtained for the submission of his Tenderate-tendering portal<http://etender.up.nic.in>,Such receipt/acknowledgement shall be generated by the system after successful uploading of tender submission.

C2.2 The Tenderer shall submit, as his Tender, the following documents, duly completed which in the event of acceptance of the Tender, shall form part of the Contract:

- (a) Form of Tender (Without appendices);
- (b) Appendix 1 to the Form of Tender: Requirements under General Conditions of Contract
- (c) Appendix 2 to the Form of Tender: (see paragraph C10, C15 andC23);
- (d) Appendix 3 to the Form of Tender: Outline Quality Plan (see paragraph C4below);
- (e) Appendix 4 to the Form of Tender: Not used.
- (f) Appendix 5 to the Form of Tender: Consultant's Technical Proposals (see paraC6);
- (g) Appendix 6 to the Form of Tender: General Information About the Tenderer;
- (h) Appendix 7 to the Form of Tender: Staffing Schedules and Organization Chart (see paragraphC12);
- (i) Appendix 8 to the Form of Tender: Not used.
- (j) Appendix 9 to the Form of Tender: Tender Index (See paragraphC23);
- (k) Appendix 10 to the Form of Tender: Not used.
- (l) Appendix 11 to the Form of Tender: Undertaking for corrupt & fraudulent practice;
- (m) Appendix12 to the Form of Tender: Copyright Undertaking (see paragraph E2)
- (n) Appendix13 to Form of Tender: The tenderer may submit minor deviations in this appendix and a confirmation that price of every such minor deviation has been given in the financial package. Minor deviation may be in the employer's requirements or in any other tender requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the tender or must write "NIL" in this Appendix. Tenderer to note that such minor deviations may or may not be accepted by the employer and the tenderer shall not have any right to any claim on this account. The offer in BOQ shall be given without considering any deviation in tender conditions. Tenderer to see note 1 of Appendix-13 of FOT.
- (o) Appendix 14 to the Form of Tender: Tentative project implementation programme (see paragraph C8)
- (p) Appendix 15 to the Form of Tender: Financial Data (Construction Works Done during the latest last three financial years)
- (q) Appendix 16 to the Form of Tender: Financial Data (Commitment For On-going Works/ works in hand)

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.

- (r) Appendix 17 to the Form of Tender: Construction Work Experience
- (s) Appendix 17A to the Form of Tender: Summary of information provided in Appendix17.
- (t) Appendix 18 to the Form of Tender: Financial Data (Financial Standing)
- (u) Appendix19 and 19A to the Form of Tender: Undertaking as per clause 1.1.3.1 v(a), v(b)& v(c)of NIT.
- (v) Appendix20 to the Form of Tender: Undertaking for not being penalized in a Contract
- (w) Appendix21 to the Form of Tender: Undertaking for Financial stability
- (x) Appendix22to the Form of Tender: Undertaking for Downloaded Tender Document
- (y) Appendix23 and Appendix24 to the Form of Tender: Undertaking as per Clause 1.1.3.1 ix of NIT.
- (z) Appendix 25 Not used
- (aa) Appendix 26 Not used
- (bb) Appendix 27 to the Form of Tender: Undertaking for restriction of bidders which shares land border with India.

Any further documents which have been requested in accordance with paragraph B4.2 above.

All original tender documents issued by NMRC are part of Technical Package except the volume containing the Bill of Quantities (BOQ/Pricing Document) which shall be filled and submitted in Financial Package. Tenderers should carefully read and note all the conditions and provisions mentioned in original tender documents issued by NMRC and it shall be deemed that all the conditions and provisions of these documents have been included in their tender submission and accepted to them. The tender shall be submitted online by using class-II/III digital signature of the authorised signatory of the tenderer.

C2.3 The Tenderer shall submit with his Tender the documents that are identified in paragraphs C2.3(a)-C2.3(i) inclusive. Such documents will be used for the purposes of evaluating and analyzing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs B 4.1 or B 4.2 above.

- (a) Full details of ownership and control of the Tenderer;
- (b) Tender Submission Programme (see paragraphC8);
- (c) Proposed Methodology (see paragraphC9);
- (d) Details of works including specialized works if already decided to be sub-contracted (see paragraphC11);
- (e) Details of providers of performance guarantees (see paragraph C19);
- (f) Details of Contractor's Equipment : Not used;
- (g) Proposals for use of Works Areas given to him by submitting the layouts showing fabrication and storage areas: Not used;
- (h) Any further documents which are requested in writing by Employer before submission of the TenderbywayofevaluationdocumentsbutwhicharenottoforpartoftheContract;
- (i) Following information shall be furnished: **(JV/Consortium are not allowed to participate in Tender process)**
 - (A) DDC works:
 - (i) Extent of participation by each member of the consortium in terms of percentage of the value of the proposed Contract.

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.

Member %of participation

A

B

C

(ii) The tenderer should supply the following information, separately for each member of the consortium.

(a) Maximum value of “similar works (as defined in NIT Clause 1.1.3.2)” executed in any one year during the last 7 years (in Rs. equivalent).

(b) Value of the commitments and on-going works, on an yearly basis, pertaining to **Detail Design Consultancy Works**, to be completed during the next **30 months** from the first date of the month of the tender submission.

Both (a) and (b) should be updated to price level of last day of the month previous to the month in which the tender is submitted by assuming 2% inflation on foreign currency and 5% on Indian currency.

C2.4 The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour, cess, octroi, and other levies payable to various authorities. The successful tenderer (the contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Consultant shall arrange for the remit of the refund to the Employer. In case of failure by the Consultant to remit such amounts, the same shall be recovered from amounts due for payment to the Consultant.

With the tender submission, the tenderer shall submit the proof of GST registration in the state of **Uttar Pradesh** or shall submit an undertaking that he will get registered with GST authorities in the state of **Uttar Pradesh** in case of award of LOA to them.

C2.5 Not used.

C2.6 **The tenderers must note the following:**

a) **Not Used.**

b) **Change in Taxes/Duty :**

The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax, duty, fluctuation in the rates of exchange between the foreign currencies of the contract and Indian Rupees from the last date of submission of tender or levy till the completion date including the date of extended period of contract.

c) GST is included in the NIT value. The contractor shall maintain details of SGST/UTGST, IGST&CGST paid to Revenue department of the respective state in which the work is carried out and submit the following: -

I. Tax Invoice

II. GSTR-1 and GSTR-3B return filled with the respective authority or the form of return as amended by the Central/State Government time to time & copy of challans in regard to deposit tax.

III. Certificate of the Chartered Accountant in regard to turnover of the contractor relating to NMRC project and deposit of due taxes with respective tax authorities.

IV. Relevant abstract of filled GSTR-1 return showing the details of relevant tax invoice submitted by the contractor.

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.

In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes, duties, levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax / GST/Labour cess etc. after considering clause C2.4, C2.5 & C2.6 above.

- d) Tender prices shall be quoted in the currencies as stipulated in Financial Package (Volume-4) of tender documents.

C3. Form of Tender

The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture the Form of Tender shall be signed by a person who is duly authorised by each member or participant thereof or by authorized signatory of each member. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached. **(JV/Consortium not allowed to participate in Tender)**

C4. Outline Quality Plan

The Tenderer shall submit **Appendix-3** of Forms of Tender to form part of his Tender an Outline Quality Plan illustrating the intended means of compliance with the Scope of Work & Design Criteria (Volume 3) and setting out in summary form an adequate basis for the development of the more detailed document required. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

C5. Outline Safety & Health Plan and Outline Environment Plan

Not used.

C6. Tenderer's Technical Proposals

C6.1 The Tenderer shall submit as **Appendix-5** of FOT to form part of its Tender, the Tenderer's Technical Proposals as described in Clause C2, and Annexure 1 of this ITT.

C6.2 The Tenderer shall be required to amplify, explain and develop the Consultant's Technical Proposals in substantially greater detail during the tender evaluation period such that they may be confirmed as complying clearly with the Scope of Work & Design Criteria (Volume 3) and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract. Only those aspects of the Consultant's Technical Proposal that the Employer (at his sole discretion) considers clearly conforming, will form part of the Contract.

C7. Designer

C7.1 The Tenderer should note the requirements of warranties and obligations contained in Clause 35 of GCC.

C7.2 Not used.

C8. Tender Programme

C8.1 The Tenderer shall submit with his Tender as **Appendix 14** of FOT, a Tender Programme which shall indicate how the Tenderer intends to organize and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates. Detailed requirements for the Tender Programme are set out in **Annexure-2** to these Instructions to Tenderers.

C8.2 The Tender Programme shall be prepared in terms of weeks from the Date given in Letter of Acceptance or Employer's Notice to Proceed.

C8.3 The Tender Programme shall not in any event be construed as a submission of the Works Programme.

C9. Manufacture, Installation and Construction Methods

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.

Not used.

C10. Payment Schedule:

The payment for items given in Bill of Quantity(Volume 4) shall be made on the basis of actually completed works.

C11. Sub-Contracts

C11.1 Sub-contracting shall be generally limited to 50% of the Contract price. The terms and conditions of sub-contracts and the payments that have to be made to the sub- contractors shall be the sole responsibility of the Consultant. All the sub-contractors are to be approved from NMRC.

C11.2 Not used.

C11.3 The Terms and Conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the contract price.

C12. Staffing Schedule and Related Details

C12.1 The Tenderer shall submit with his Tender (**Appendix-7** of Form of Tender) a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists for this work. Details shall be included for all such personnel whether directly employed or engaged on a consultancy or advisory basis and whether associated with the design or the construction of the Works. The submission shall include a provisional management structure and organization chart showing areas of responsibility, relative seniorities and lines of reporting. The proposed staffing plan shall be in conformity with the **Annexure 3 and 4** of ITT.

C12.2 The Tenderer shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.

C12.3 In case the successful tenderer is a JV/Consortium having a foreign partner and if the experience of Electrical works for the purpose of qualifying the minimum eligibility criteria is fulfilled by the foreign partner then the foreign partner shall submit an additional Bank Guarantee (In addition of performance security) of an amount equal to 10% of the contract value as per LOA for the fulfillment of the condition of deployment of key staff and the expatriate Project Manager for the project. This bank guarantee shall be valid up to the completion period of the contract and shall be from Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the contract price is payable. This Bank Guarantee shall be furnished to the employer within 30 (thirty) days of receipt of the Letter of Acceptance. The form of this Bank Guarantee provided in **Annexure-7A** of ITT.**JV/Consortium are not allowed to participate in Tender.**

C13. Contractor's Equipment

Not used.

C14. Proposals for Use of Work Areas

Not used.

C15. Pricing Document

C15.1 The Pricing Document is included in Bill of Quantities; Volume4. The Tenderer shall complete the Pricing Document in accordance with the instructions given in Bill of Quantity/Pricing Document. The completed Pricing Document including price of minor deviations in **Annexure-13A** for such deviation as mentioned in **Appendix-13** of FOT shall be submitted.

C15.2 The price of each such minor deviation will be the price which the tenderer agrees to offer to

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.

the employer from his quoted offer in BOQ if deviation is agreed by the employer. Any such deviation without a price shall not be considered and will be treated as withdrawn by the tenderer. Any other deviation mentioned anywhere in the submission other than in **Appendix-13** of FOT shall be considered as if mentioned inadvertently by the tenderer and shall be considered as withdrawn without any confirmation from the tenderer.

C15.3 The Tenderer is to note the key dates as given in Appendix-1 of SCC. These are to be adhered to strictly failing which Liquidated Damages as mentioned against each key date shall be levied to the consultant. Prior to Date of Commencement, Key Dates will be converted to calendar dates.

C16. Currencies of Tender and Payment

C16.1 The Tenderer shall give his priced offer for BOQ in the currencies as stipulated in the BOQ (Volume-4) of tender documents.

C17. Tender Validity

The Tender shall be valid for a period of **180 days** from the latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request. A Tenderer agreeing to the request will not be required or permitted to modify his tender, for the period of extension.

C18. Tender Fee/ Tender document cost and Tender Security/ Earnest Money Deposit (EMD)

C18.1.1 Tender fee/ tender document cost:

The instrument type for payment of tender fee/ tender document cost is to be done only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The detail of Bank account of NMRC to facilitate the payment is mentioned at C18.1.4 below. The bidders will be required to upload scanned copies of transaction of payment of tender fee/tender document cost including e-receipt (clearly indicating UTR No. and tender reference NGNE-01 i.e. must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. No copies of transaction of payment are required to be sent to the office of General Manager/Technical

Note: The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bids, all such bids shall be considered ineligible and summarily rejected.

C18.1.2 Deleted

C18.1.3 Not used

C18.1.4 To facilitate payment of Tender Fee and Tender Security through RTGS, NEFT & IMPS, the details of bank account of NMRC is mentioned below:

Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC code
State Bank Of India	State Bank of India (04077) – Sector 18, Noida ,GautamBudh Nagar, Uttar Pradesh -201301	A/c No. 37707840592	Current	IFSC Code: SBIN0004077

C18.2 If an acceptable Tender Security is not submitted by a tenderer as mentioned above, then tender(s) of such tenderer(s) shall be rejected considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on tender security.

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.

C18.3 Deleted..

C18.4 Deleted.

C18.5 Deleted

C19. Performance Guarantee, Undertaking and Warranties

Please refer clause 3.2& 35 of G.C.C. and sub clause 2 of SCC

C20. Staff

The Consultant is responsible for arranging staff for the required duration of the project to the satisfaction of NMRC.

C21. Other Contractors

Not used.

C22. Insurance

The Tenderer's attention is drawn to the provisions contained in Clause 36 of the General Conditions of Contract.

C23. 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 **Contract NGNE-01** Technical Package and **Contract NGNE-01** Financial Package which the Tenderer intends to be the responses to each and every one of those requirements.

C24. Pre-Tender Meeting

C24.1 A Pre-Tender meeting shall be held on the date and location given in the Key details of NIT.

C24.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

C24.3 The tenderer is requested to submit any question in writing or by facsimile, to reach the Employer not later than the last date of seeking clarification as mentioned in key details of NIT.

C24.4 The text of the questions raised by all the tenderer and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in paragraph B1 which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to paragraph B4.

C24.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

C25. Format and Signing of Tender

C25.1 The Tenderer shall prepare and submit their tender comprising of (but not limited to) documents described in paragraph C2 of these Instructions.

C25.2 All documents which are to be submitted as scanned documents shall be typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable and all the pages shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer before scanning and uploading (in .pdf / .jpg / .jpeg format), pursuant to sub-paragraphs A4.1, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialed and dated by the person or persons signing the Tender.

C25.3 Documents submitted in Tender submission shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed and dated by the person or persons signing the Tender before scanning and uploading/submitting.

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.

C26. Pricing of Conditions, Qualifications, Deviations etc.

- C26.1 The tenderer should submit his tender which conforms to the tender documents without material deviation(s) or reservation(s). Where, however, the tenderer gives his offer subject to certain conditions, qualifications, deviations etc., and the tenderer shall provide such details in the format prescribed in **Appendix-13** of FOT and price schedule for unqualified withdrawal corresponding these deviation(s) shall separately be furnished in the format prescribed in **Annexure-13A** of BOQ . Tenders not accompanied by such price schedule shall be considered as deviation(s)/conditions are withdrawn.
- C26.2 Tenderers shall note that except for deviation(s) listed in **Appendix-13** of FOT, the tender shall be deemed to comply with all requirements in the tender documents without any extra cost to the Employer irrespective of any mention to contrary, anywhere else in the tender document.

D. Submission of Tenders

- D1. The tenderer shall submit their tender on-line on e-tendering website specified under the Clause 1.1.2 (key details) of NIT.
- D1.1 deleted
- D1.2 The bidders will be required to upload scanned copies of transaction of payment of tender fee/tender document cost at the time of online bid submission and No copies of transaction of payment are required to be sent to the office of **GM/Technical**
- D1.3 Delete.
- D1.4 Deleted
- D1.5 Deleted
- D1.6 Deleted
- D1.7 Deleted
- D1.8 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D2. Late or Delayed Tenders

- D2.1 Tenders have to be uploaded on e-tendering portal <http://etender.up.nic.in> before the due date and time of tender submission.
- D2.2 NMRC will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The tenderers are advised to upload their submissions well before the due date and time of tender submission to avoid any problems and last minute rush.
- D2.3 Submission of Tenders shall be closed on e-tendering website of NMRC at the date & time of submission prescribed in NIT after which no tender shall be accepted.
- D2.4 Deleted
- D2.5 Deleted
- D2.6 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with paragraph B4, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

D3. Modification, Substitution and Withdrawal of Tenders

- D3.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his 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.

- D3.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.
- D3.3 The Tender submitted online will be taken as a final bid.
- D3.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

E. Tender Opening and Evaluation

E1. Tender Opening

- E1.1 Deleted
- E1.2 The tenders shall be opened online by the opening committee on due date and time of tender opening. On opening of the Tender, NMRC will first check the tender cost through online mode by cross verifying with the details of online transaction.
- E1.3 The Technical Package of all tenderers who have submitted valid Tender Security and cost of tender document shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of the GM/Technical, NMRC Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida-201301, Uttar Pradesh. Tenderers may visit NMRC e-procurement web-site to know latest Technical Opening information after completion of opening process. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- E1.4 The tenderers name, and other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
- E1.5 The Financial Package(s) which tenderer(s) have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant as per clause E4 of ITT will be opened. The time of opening of financial package shall be informed through website only. Tender can visit to NMRC e-procurement website for further information.

E2. Confidentiality of Tender Information and Copyright

- E2.1 Except the public opening of tenders, information relating to the evaluation of tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.
- E2.2.1 Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderer's tender.
- E2.2.2 Notwithstanding Clause E2.2.1, from the time of tender opening to the time of Contract award, if any tenderer wishes to contact the Employer on any matter related to the tendering process, it may do so in writing to GM/Technical

E3. Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with paragraph E5.

E4. Evaluation of Tenders

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.

Tender Security and Technical packages will first be evaluated which will cover following items:

E4.1 General Evaluation: First of all it will be determined whether each tender is accompanied with valid Tender Security i.e. the required amount and in an acceptable form.. Tenders not accompanied with valid Tender Security shall be rejected and may not be evaluated further. Other aspects of general evaluation will be done as per Clause 1.1.3 of NIT and clauses A4.1, A4.2, A4.3 and A5 of ITT.

E4.2 Evaluation of minimum eligibility criteria – This evaluation will be done to check if the tenderer qualifies the minimum eligibility criteria of “Work Experience”, “Financial Standing” as laid down in Clause 1.1.3.2 of NIT and “Bid Capacity” criteria as laid down in Clause 1.1.3.3 of NIT. Tenderers, which do not qualify in any of the minimum eligibility criteria or tender capacity criteria, shall not be considered for further evaluation and shall be rejected.

In case of mismatch in financial data in the submitted documents i.e. in Chartered Accountant certified documents and data in audited balance sheet, the data from the audited balance sheets shall prevail.

E4.3 Evaluation of Responsiveness

The employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity, the tender shall be disqualified and rejected.

E4.4 Evaluation of Material deviation or reservation

Each tender shall be evaluated for any material deviation or reservation. Material deviation or reservation is one:

- which contains unauthorized changes to the Memorandum of Understanding from the Memorandum of Understanding accepted for Pre-qualification (Applicable in case of Pre-qualified tenders only); or
- which contains any deviation in Tender Security with regards to form and format; or
- which affects in any substantial way, the scope, quality or performance of the works; or
- which limits in any substantial way, is inconsistent with the Tender Documents, the Employer's right or the Tenderer's obligations under the Contract; or
- whose rectification would affect unfairly the competitive position of other tenderers presenting responsive tenders; or
- Tender having any material deviation or reservation shall be disqualified and rejected.

E4.5 Evaluation of qualifying conditions

A tender containing any qualification which

- seek to shift to the Employer, another Government Agency or another contractor all or part of the risk and/or liability allocated to the contractor in the Tender Documents; or
- include a deviation from the Tender Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
- fail to submit a workable methodology and programme to suit the local conditions; or
- fail to commit to the date specified for the completion of the Works, will be deemed non-conforming and shall be rejected.

E4.6 Evaluation of Technical Proposal & other technical data:

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.

E4.6.1 The Employer will evaluate the technical suitability and acceptability of the proposals as per the employer's requirements. The evaluation shall be based on the documents submitted as per clause C-2.2 & C-2.3 and valid Tender Security as per clause C-18 of ITT.

E4.6.2 Where a tenderer's technical submittal has major inadequacies his tender will be considered to be non-compliant and will be rejected.

E4.7 Tenders not considered substantially responsive and not full-filling the requirements of the tender document as evaluated as per item E4.1 to E4.6 shall be rejected by Employer and shall not be allowed subsequently to be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

E4.8 If any tender is rejected, pursuant to paragraph E4.7 above, the Financial Package of such tenderer shall not be opened.

E4.9 The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

E5. Evaluation of Financial Proposals

E5.1.1 All technically acceptable tenders will be eligible for opening of their financial proposals. The Employer shall notify all technically qualified Tenderers regarding opening of the financial proposal, such tenderers may witness the financial opening. The financial proposal(s) will then be opened online through website. Tenderers can also check financial proposal of other tenderers online.

E5.1.2 The evaluation of Financial Proposals by the Employer will take into account, in addition to the tender amounts, the following factors:

- a) Arithmetical errors corrected by the Employer
- b) Such other factors of administrative nature as the Employer may consider to have potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

E5.1.3 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

E5.1.4 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

E5.1.5 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

E5.2 Correction of Errors

E5.2.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern in case of physical form of tendering. **However, in case of e-tendering, amount in figures will govern;**
- b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern; and

E5.2.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

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.

E5.3 Comparison of Tenders

Tenders will be compared in **Indian Rupees** only..

E5.4 If any change in the Employer's Requirements is considered necessary during technical evaluation, the **tenderers** who meet the requirements of paragraph A3 and A5, and whose technical offers are found to be substantially responsive in accordance with paragraph E4, will be given an opportunity to revise their financial package (Applicable in case of physical form of tendering).

E5.5 For the purpose of comparative evaluation of tenders received, the sum total of following shall be considered:-

- (i) The total amount worked out from the quoted percentage (above/below/at par) by the tenderer for the given BOQ,

The total value of above thus obtained in equivalent INR shall be compared amongst various tenderers to determine the lowest evaluated tender.

E5.6 If the lowest tenderer as evaluated as per E5.5 has given some minor deviations then the Employer has right **to** accept some or all such minor deviation and the offer of the lowest will be reduced by the price of such accepted deviations.

E5.7 The Employer reserves the right to accept or reject any variation, deviation. Variations, deviations and other factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

E6. Indigenization

E6.1 Tenderers are encouraged to involve domestic firms in the Contract organization and design processes.

F. Award of Contract

Award

F1.1 Subject to paragraph F2, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents as per paragraph E4 and who has offered the Lowest Evaluated Tender Price as per paragraph E5.5

F2. Employer's Right to Accept any Tender and to Reject any or all Tenders

F2.1 The Employer is not bound to accept the lowest or any tender and may at any time by notice in writing to the Tenderers terminate the tendering process.

F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security, the Employer may terminate the Contract in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

F3. Notification of Award

F3.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer online that his tender has been accepted. The letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the employer from the

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.

unsuccessful tenderers.

F3.2 The Letter of Acceptance will constitute a part of the contract.

F3.3 Upon "Letter of acceptance" being signed and returned by the successful Tenderer as per Clause F3.1, the employer will promptly notify the unsuccessful Tenderers.

F4. Signing of Agreement

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement in the form specified in Special Conditions of Contract with such modifications as may be considered necessary at the time of finalization of the contract within a period of 30 days of submission of Performance Security or 60 days from the date of issue of the Letter of Acceptance whichever is later.

F5. Performance Security

F5.1 The Performance Security required in accordance with Clause 3.2 of the GCC shall be for 10% of the Contract Price from the Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the Contract Price is payable. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance. The form of Performance Security is provided in Annexure-7 of ITT.

The Extension of time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per Annum shall be charged for the delay for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security. In case the Contractor fails to submit the requisite Performance Security even after 60 days from the date of Issue of LOA, the Contract shall be terminated duly forfeiting Tender Security and other dues, if any payable against the Contract. The failed contractor shall be debarred not only from participating in re-tender for that work but also in any tender of NMRC for a period of one year from date of issue of LOA.

The Performance Bank Guarantee shall be issued by a bank branch located in Delhi/NCR, Noida and Greater Noida region only. PBG shall be extended and renewed in advance before the expiry of existed Bank Guarantee

The required Performance Security for the sum mentioned above may be submitted in any one of the following forms:

- (a) Irrevocable bank guarantee in the prescribed format, given in Annexure-7 of ITT, issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign bank. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:

**State Bank of India (04077) – Sector 18,
Noida ,GautamBudh Nagar, Uttar Pradesh -2013
A/c No. 37707840592
IFSC Code: SBIN0004077**

The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.

- (b) Bank Draft in favour of Noida Metro Rail Corporation Ltd. payable at Noida from a Scheduled Commercial Bank based in India.
- (c) Fixed Deposit Receipt of a Scheduled Commercial bank / Post offices based in India duly pledged in favour of Noida Metro Rail Corporation Ltd.

The successful tenderer has the following options for submission of Bank Guarantee for Performance Security:

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.

- (a) One Bank Guarantee for an amount of 10% of Contract value valid upto 6 months beyond the Defect Liability Period, or
 - (b) Two Bank Guarantees, each for an amount of 5% of Contract value with one Bank Guarantee valid upto 6 months beyond the date of completion of work and second Bank Guarantee valid upto 6 months beyond the Defect Liability Period..
- F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.
- F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F3, F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security..

Instructions to Tenderers

Annexure 1 [As per clause C6.1]

Requirements for Tenderer's Technical Proposals

- 1 The Tenderer's attention is drawn to Clause 1 of the General Conditions of Contract in which terms are defined.
- 2 The Tenderer's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Scope of Work & Outline Design Criteria in all respects. The Tenderer's Technical Proposals shall demonstrate such compliance. The Tenderer's Technical Proposals shall establish firmly the intended design and methodology.
- 3 The Technical Proposal should cover in detail the following:

Understanding and comprehension of the work involved.

The general approach and methodology proposed for carrying out the services covered in the Scope of Work, including such detailed information as deemed relevant. In addition, the technical proposal shall contain:

- A detailed overall work programme and a bar chart indicating the duration and timing of assignment of each key staff or other staff member assigned to the project.
- An organisation chart together with clear description of the responsibilities of each member within the overall work programme as prescribed in clause 1.1.3.4 of NIT. Sufficient proof shall be submitted to substantiate the qualification and experience of staff deployed.
- The technical proposal will be evaluated based on the capabilities /technical strength of staff proposed to be deployed.
- A task list of deliverables and delivery dates, and the person responsible for performing the deliverable.
- The name, background and professional experience of each key staff member to be assigned to the project, with particular reference to his experience of a nature similar to that of the proposed assignment. (The majority of the key staff shall be regular members of the firm for at least six months and all members of Expertise team shall be regular employees).
- The details of the name, background and CV of any sub-contracted staff with their consent letter who will be employed on the project.
- The names and addresses of any firm who may be given sub-contracts with details of their experience in the Noida or other areas.
- The details of equipment and laboratory facilities with such subcontractors/ sub consultants shall be provided.

Details of design facilities, together with their location.

The above details should be submitted separately for comparative study and design works. The offer should cover the entire scope of work, as laid out in tender documents

Upon his appointment, the DDC shall promptly commence setting up its exclusive organization to the satisfaction of NMRC. NMRC shall provide a suitable office space in Noida for the DDC so as to have close coordination with GC/Engineer for various services.

Instruction To Tenderers

Annexure 2 (As per clause C8.1)

Requirements for Tender Programme

- 1) The Tender Programme shall show how the Tenderer proposes to organize and carry out the Works and to achieve Stages and complete the whole of the Works by the given Key Dates.
- 2) The Tender Programme or Programmes shall be developed as a critical path network using suitable software. The network must be fully resourced and show the co-ordination with System wide Contracts. The Works Programme shall show achievement of all Key Dates and Works Area Access Dates.
- 3) The Tender Programme shall include the Tenderer's and should indicate, wherever possible, dates and periods relating to interfaces with and between others including dates for submission of further documents required by the Contract and periods for their acceptance.
- 4) The Tender Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Tenderer.
- 5) The Tenderer should have regard to the possibility, as referred to in paragraph C8 of the Instructions to Tenderers, which during the tender evaluation period the Tender Programme may be developed into a Programme which, in the event of award, would be the initial submission of the Works Programme.
- 6) The Tender Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Tenderer's perception of the major constraints and critical areas of concern in the organization, construction and completion of the Works.

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.

INSTRUCTIONS TO TENDERERS

Annexure-3 [As per clause C12.1]

Project Organization should be as under:

S. No.	Description	Requirement (in nos.)	Experience Required	Minimum Time Period of Deployment (Man month)
1	Chief Project Manager	1	10 Years	During the Currency of the Contract as required
2	Systems Design Engineer for each system as per requirement	1	8 years in relevant field	
3	Supporting Staff	As required		

Note: The Chief Project Manager and System Design Engineer must have an experience of successful design, as applicable, of One such similar project in any of the metro organisation during last 7 yrs.

Design Period: Till the completion of activities 01 to 5 in Appendix C (Schedule of Payment) of Volume-4 (Financial Package).

Clauses of Experts deployment

- All of the above experts should be graduates in Electrical Engineering, except for Design Engineer (SCADA) and Civil & Structural Engineer. Design Engineer (SCADA) can be graduate in Electrical/Electronics/Computer Engineering and Civil & Structural Engineer should be graduate in Civil Engineering.
All the above experts should be fluent in English Language.
- Above clause specifies the minimum period of deployment of expert for this project in India. The above deployment can in different and multiple blocks of time period varying/distributed throughout the contract period.
Minimum deployment of expert or expat shall be for one months' time block at one stretch in all the cases as agreed mutually.
- The deployment schedule (for each expert) shall be proposed by DDC and approved by NMRC.
- No additional payment shall be done for the deployment of experts for the work described in scope of work and other clause in the tender.
- Irrespective of length of deployment of expert1s, the DDC has to carry out the works and activities specified in tender without any extra cost. However, if project gets extended/delayed due to no fault of consultant, then payment for additional deployment of manpower as instructed by NMRC for Chief Project Manager / Design Engineers will be paid as per the rates quoted for Statement No.3 Activity – II of Volume-4 (Financial Package).
- The prices of design period and minimum deployment after design as per project organisation table are included in contract amount. Design period is considered till the completion of activities 01 to 5 in Appendix C (Schedule of Payment) of Volume-4 (Financial Package).

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.

7. For any additional corridor, deployment of experts in India for additional period will be required, same shall be paid extra as per rates quoted for Statement No.3 Activity-II of Volume-4 (Financial Package).
8. Mobilisation of Experts should be arranged by the DDC. For deployment of the local staff a notice will be issued 15 days in advance. Failure to deploy the staff by the end of notice period, action will be taken accordingly as per following clauses.
9. It should be ensured that Project (Design) Organisation is maintained throughout contract period up to ROD and must be made available upon requirement else NMRC shall arrange alternative Design Expert at the risk and cost of contractor (DDC) and cost for deployment of expert shall be deducted/charged from DDC or shall be recovered/deducted in the bill.
10. Irrespective of above, for non-deployment of experts a penalty would be imposed upon the contractor and cost would be recovered at the rates quoted by the DDC for Statement No.3 Activity-II of Volume-4 (Financial Package)of this contract.
11. For every payment of bill, the contractor and Engineer should certify that Experts as per deployment schedule have been deployed in India on this project as per the Agreed deployment schedule, or else penalty and cost recovery for alternative experts as per above clause has been proposed for deduction from the bill.
12. The successful tenderer will provide the above manpower as per requirement mutually agreed by Designer and NMRC officials.
13. Bio-data and other relevant document shall be furnished along with the offer. The Bio-data should clearly bring out relevant experience in specific core area.

The above experts and expats should be graduates in relevant discipline and should have minimum design experience in relevant field as mentioned in clause 1.1.3.4 of NIT.

Bio-data and other relevant document shall be furnished along with the offer. The Bio-data should clearly bring out relevant experience.

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.

INSTRUCTIONS TO TENDERERS

Annexure-4 [As per clause C12.1]

MINIMUM ORGANISATION STRUCTURE REQUIRED

(Minimum deployment shall be as per NIT clause 1.1.3.4)

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.

INSTRUCTIONS TO TENDERERS

Annexure-5 [As per clause C 13]

RESOURCES PROPOSED FOR THE PROJECT- PLANTS & EQUIPMENTS

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.

Instructions to Tenderers

Annexure 6 (As per Clause C18.1)

UNDERTAKING FOR TENDER SECURITY DECLARATION

Deleted

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.

Instructions to Bidders

Annexure – 6A

Deleted

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.

Instructions to Tenderers

Annexure 7 (As per Clause F5.1)

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(Refer Clause F5 of "Instructions to Tenderers")

1. This deed of Guarantee made this day of (month & year) between Bank of.....(hereinafter called the "Bank") of the one part, and Noida Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Noida Metro Rail Corporation Limited has awarded the contract for _____(Name of work as per Clause 1.1.1 of NIT) (hereinafter called the contract) to (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs.....(Amount in figures and words).
4. Now we the Undersigned.....(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. (Amount in figures and Words) as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of (Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. 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 relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid shall be as stated in Clause F.5.1 of the "Instructions to Tenderers".)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no 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.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment here of shall in no way relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
12. Not with standing anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed

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.

Rs.....(Rupees.....)

- b) This Bank Guarantee shall be valid up to.....
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

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

For and on behalf of the..... Bank.

Signature of Authorized Bank official

Name :
 Designation :
 Stamp/Seal of the Bank :

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

Witness 1.

Signature.....
 Name.....
 Address.....

Witness 2.

Signature.....
 Name.....
 Address.....

Notes:

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
3. The 'Bank Guarantee' must be issued on the Structured Financial Messaging System (SFMS) platform.
4. A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under.
5. Following codes are to be used by issuing bank for the purpose of Confirmation and amendment in Bank Guarantees:-

Code	Purpose
MT760	Confirmation of Bank Guarantee
MT767	Amendment in bank Guarantee

6. Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purpose shall not be acceptable to the Employer.

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.

INSTRUCTIONS TO TENDERERS

Annexure 7A

(As per Clause C12.3 of ITT)

FORM OF ADDITIONAL BANK GUARANTEE

1. This deed of Guarantee made this day of (month & year) between Bank of.....(hereinafter called the “Bank”) of the one part, and Noida Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.
2. Whereas Noida Metro Rail Corporation Limited has awarded the contract for _____(Name of work as per Clause 1.1.1 of NIT) (hereinafter called the contract) to (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract clause no. C12.3 of ITT to submit to the Employer, a Additional Bank Guarantee for a total amount (equal to 1% of contract value as per LOA) of Rs.....(Amount in figures and words).
4. Now we the Undersigned.....(Name of the Bank)being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. (Amount in figures and Words) as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of (Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. 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 relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (Six months) longer than the anticipated expiry date of Defect Liability Period.)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no 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.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment here of shall in no way relieve the bank of their liability under this deed.
11. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.
12. Not with standing anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed

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.

Rs.....(Rupees.....)

- b) This Bank Guarantee shall be valid up to.....
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only &only if you serve upon us a written claim or demand on or before.....

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

For and on behalf of the..... Bank.

Signature of Authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank :

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

Witness 1.

Witness 2.

Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

Notes:

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.
3. The 'Bank Guarantee' must be issued on the Structured Financial Messaging System (SFMS) platform.
4. A separate copy of the BG has to be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under.
5. Following codes are to be used by issuing bank for the purpose of Confirmation and amendment in Bank Guarantees:-

Code	Purpose
MT760	Confirmation of Bank Guarantee
MT767	Amendment in bank Guarantee

6. Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purpose shall not be acceptable to the Employer.

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.

INSTRUCTIONS TO TENDERERS

Annexure-8 [As per clause 1.1.3.2B of NIT]

PROFORMA FOR BANKING REFERENCE FOR LIQUIDITY

(This Banking Reference should be on the letterhead of the bank)

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



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/Prj/OHE Design/NGN/ 185R/192/2022

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 GautamBudh 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 GM/Technical.

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** here to, we here by (jointly and severally)*offer for the subject work, inconformity 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 here to(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 here to; 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 executed Tender Guarantee 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

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

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 here by 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)]

S.No.	DESCRIPTION	REF. TO CLAUSE NO.	REQUIREMENT
i	Amount of Performance Security	Clause 3.2 of the GCC, clause 2 of SCC and clause F5 of ITT	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 proportionately adjusted.
ii	Latest 'date for commencement' of the Works	Clause 14 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 14 of the GCC	30months
iv	Liquidated Damages	Clause 16 of GCC	(i) Liquidated damages shall be levied as given in Appendix C (schedule of payment) in Volume-4(Financial package) for not achieving the respective key date. (ii) The maximum limit of Liquidated Damages shall be 10% of the total Contract Value.
v	'Defects Liability Period' for the whole of the Works	Clause 12 of the GCC	52 weeks
vi	Amount of Professional Indemnity Insurance (PII)	Clause 36 of the GCC	100% of the Total Contract Price.
vii	Period in which all insurances have to be effected	Clause 36 of the GCC	Within 4 weeks from the "date of commencement".
vii	Contract Key Dates	-----	Refer Appendix 1 of SCC.
ix	(a) DDC's Name and Address	----- (Tenderer to Complete)
	(b) Employer's Name and Address	-----	Noida Metro Rail Corporation Ltd. 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

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.

FORM OF TENDER - APPENDIX 4

OUTLINE SAFETY & HEALTH PLAN AND OUTLINE ENVIRONMENT PLAN

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 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													
Tenderer's Legal Name													
Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)												
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))	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 65%;">Legal Name of JV/Consortium member</th> <th style="width: 30%;">% participation</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td style="text-align: center;">/</td> <td style="text-align: center;">/</td> </tr> <tr> <td style="text-align: center;">2.</td> <td style="text-align: center;">/</td> <td style="text-align: center;">/</td> </tr> <tr> <td style="text-align: center;">3.</td> <td style="text-align: center;">/</td> <td style="text-align: center;">/</td> </tr> </tbody> </table>		Legal Name of JV/Consortium member	% participation	1.	/	/	2.	/	/	3.	/	/
	Legal Name of JV/Consortium member	% participation											
1.	/	/											
2.	/	/											
3.	/	/											
Lead member of JV/Consortium													
Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication													
Tenderer's authorized signatory (name, designation, address, contact no.)													
Tenderer's authorized representative (name, designation, address, contact no.)													
<p>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) :</p> <ul style="list-style-type: none"> a) Affidavit in case of Proprietary firm. b) Partnership Deed in case of partnership firm. c) Memorandum & Article of Association in case of a Public/Private limited company. d) In case of JV/Consortium, 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. 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 JV/Consortium. <p>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.</p> <p>Note: JV/Consortium not allowed to participate in Tender</p>													

B. JV/CONSORTIUM MEMBER INFORMATION	
Note: JV/Consortium not allowed to participate in Tender	
MEMBER – 1	
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)	
MEMBER – 2	
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 1.1.3.4of NIT.

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.

FORM OF TENDER - APPENDIX 10

NOT USED

FORM OF TENDER - APPENDIX 11
(As Per Clause A 4.2)

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:

GM/Technical
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

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 Detailed Design Consultant works as per audited financial statements	Not required	Not required			

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 three 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 3 years i.e., 2018,2019 and 2020
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 and UDIN.
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 3 (three) 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.

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

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 30months with effect from the first day of the month of tender submission
TOTAL							

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)

Work Experience		
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**

Name of Applicant (each member in case of group)	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	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	No. of contracts delayed, i.e., completed beyond the original date of completion

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 nameDate

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 5 Years (Indian Rupees)				
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
1.	Total Assets	Not required	Not required	Not required	Not required	Not required
2.	Current Assets	Not required	Not required	Not required	Not required	Not required
3.	Total External Liabilities	Not required	Not required	Not required	Not required	Not required
4.	Current Liabilities	Not required	Not required	Not required	Not required	Not required
5.	Annual Profits Before Taxes	Not required	Not required			
6.	Annual Profits After Taxes	Not required	Not required	Not required	Not required	Not required
7.	Net Worth [= 1 - 3]	Not required	Not required	Not required	Not required	Not required
8.	Liquidity [=2 - 4]	Not required	Not required	Not required	Not required	Not required
9.	Return on Equity	Not required	Not required	Not required	Not required	Not required
10.	Annual turnover (from Detailed Design Consultant works)	Not required	Not required			
11.	Gross Annual turnover	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 3 years i.e.,2018, 2019 and 2020.
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 3 (three) 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

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

(Under taking 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-compliant 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/Consortiums 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 ineligible for participating in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT. **(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 or 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 37.33.1 (b) & 38.3 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 shall be considered ineligible for participating in tender process. **(Note: JV/Consortium not allowed)**

Stamp & Signature of Authorized Signatory

Example:

Works reported in the Appendix 19 A	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 during last three years (from the last day of previous month of the tender submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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

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

(Undertaking 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' (strike through 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 37 4.33.1 (a) (ii) of this tender for which the tenderer or its successors can be debarred for a period up to 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

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 undertaking shall be signed by authorized signatory of the 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	

Stamp &SIGNATURE

OF AUTHORISED SIGNATORY

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 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~~.
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 37 ~~4.33.1 (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.