

NOIDA METRO RAIL CORPORATION LTD.						
Name of Tender - Contract NGNEDDC: "Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km)."						
E-Tender no. - NMRC/Projects/NGNEDDC/2025/415						
ADDENDUM-1 SUMMARY SHEET						
Sr. No.	Volume	Document Name	Clause No./Item No.	Page No.	Addendum/Corrigendum	Remarks
1	Volume-1	NIT	1.1.1	3	Note (c) and (d) is added in the Clause 1.1.1 of NIT.	Replace NIT's Page 3 by 3R.
2	Volume-1	NIT	1.1.3.1 (vi)	9	Clause no. 37.33.1 is modified as 37.1	Replace NIT's Page 9 by 9R.
3	Volume-1	NIT	1.1.3.2 C	24	Base Date for Calculation of Bid Capacity is modified as 31.08.2025.	Replace NIT's Page 24 by 24R.
4	Volume-1	ITT	C18.2	17	Change in form of submission of Tender Security/EMD	Replace ITT's Page 17 by 17R.
5	Volume-1	FOT	Appendix 3A	12	Clause no. 37.33.1 is modified as 37.1	Replace FOT's Page 12 by 12R.
6	Volume-1	FOT	Appendix 22	36	Make in India minimum local content is modified as 50%/20%.	Replace FOT's Page 36 by 36R.
7	Volume-2	GCC	37.2	19	Clause no. 37.33.1 is modified as 37.1	Replace GCC's Page 19 by 19R.

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NOTICE INVITING TENDER (NIT)

1.1 General:

Noida Metro Rail Corporation (NMRC) Ltd. invites Open e-Tenders from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.1.3 of NIT, clauses E4.10 & E5 of ITT and Annexure-01 of ITT, for the work, "Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km)."

1.1.1 The proposed 03 extension corridors are briefly summarized as below –

S. No.	Description of Corridor	Total Length (Km)	Station (In Nos.)	RSS (in Nos.)
1.	Extension of Aqua Line from Noida Sector - 51 to Knowledge Park V (Greater Noida)	17.435	11	1
2.	Extension of Aqua Line from Noida Sector – 142 to Botanical Garden (Noida)	11.56	8	1
3.	Extension of Aqua Line from Depot Station to Boraki MMTH (Greater Noida)	2.6	2	0

Note -

- a. All 03 extension corridors are planned as Elevated corridors having a total length of 31.595 kms comprising of 21 Elevated Stations.
- b. The overall duration of the work shall be five (05) years. However, as the work pertains to three (03) separate extension corridors, each of which will be approved by the Government, the 'Notice to Proceed' (NTP) for each corridor shall be issued separately upon the approval of respective projects or as per direction of Engineer-in-charge.
- c. **Corridors from Noida Sec-51 to Knowledge Park-V (17.435 km) and Noida Sec-142 to Botanical Garden (11.56 km) are optional and may not be executed.**
- d. **Bidders are also advised to note that length of corridor & no. of stations shown above are tentative & may changed during execution stage. The foot note will be regulated as indicated in the foot note of BOQ and Annexures to the BOQ in the Pricing Documents.**

1.1.2 Key Details:

NMRC shall receive Bids pursuant to this Tender Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by NMRC. Bidders shall upload their bids in accordance with such terms on or before the date specified in this document. The Bidders are advised to visit the NMRC premises at the site and familiarize themselves with the proposed arrangements and all activities necessary in this regard.

This scope of work is detailed in Volume 03 – Scope of Works.

comprise of all the claim amount and also all counter-claim amount in such arbitration/court cases.

(g) If the Tenderer or any of the constituent JV/Consortium member(s) does not meet the criteria stated in the Appendix-17 or Appendix-17A or Appendix-18 or Appendix-19 or pending litigation criteria as per Clause 1.1.3.1 v(f), the tenderer including the constituent JV/Consortium member(s) shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms of Clause 1.1.3.1 of NIT.

(vi) If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix- 17, or performance in any of the works reported in the Appendix 17A, or undertaking submitted vide Appendix-18 or Appendix-19 or information submitted in Appendix-26, the same will be considered as “fraudulent practice” under Clause ~~37.33.4~~ **37.1** a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause ~~37.33.4~~ **37.1** (b) & 38.2.1 of GCC.

(vii) LEAD PARTNER/ NON-SUBSTANTIAL PARTNERS/ CHANGE IN JV/CONSORTIUM

a. Indian Contractor/Indian Subsidiary of JV/Consortium must be the Lead Partner. Also lead partner must be substantial partner in the JV/Consortium i.e. it should have a minimum of 48% participation in JV/Consortium. Each substantial partner in case of JV/Consortium shall have experience of executing at least one work as mentioned in clause 1.1.3.2.A of NIT, which can either be a single composite DDC Contract where value of all components combined is Rs 4.84 Crore or more or a DDC work comprising one or more components where the value of such component(s) is/are Rs 4.84 Crore or more in last seven years. The tenderer shall submit details of above works in the Performa of Appendix-15 & 15A of FOT etc. as per Notes of Clause 1.1.3.2.A of NIT.

b. Each non-substantial partner should have a minimum of 20% participation in the JV/Consortium. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness shall not be considered for evaluation of JV/Consortium. In the tender for DDC work, a Joint Venture / Consortium to qualify, each of its non-substantial partner must have experience of executing at least one DDC work (which may not be similar to that mentioned in clause 1.1.3.2.A of NIT) of minimum 20% of the approximate cost of the work mentioned in the clause 1.1.2 (key details) in last seven years. The tenderer shall submit details of above works in the Performa of

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

where,

A = Maximum of the value of Consultancy work executed in any one year during the last five financial years (updated to 31.07.2025 **31.08.2025** price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portion per year).

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

B = Value of existing commitments (as on 31.07.2025 **31.08.2025**) for on-going Consultancy work during period of 60 months w.e.f. 31.07.2025 **31.08.2025**.

Notes:

- 1.1.1** Financial data for latest last five financial years has to be submitted by the tenderer in Appendix-13 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 along with UDIN number.
- 1.1.2** Value of existing commitments for on-going Consultancy work during period of 60 months w.e.f. 31.07.2025 has to be submitted by the tenderer in Appendix-14 of FOT. These data shall be certified by the Chartered Accountant with his stamp and signature in original along with UDIN number.
- 1.1.3** In the case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % participation is not mentioned then equal participation will be assumed.

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

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

$$\text{Bid Capacity of the JV/group} = 0.7X + 0.3Y$$

The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated in the clauses 1.1.3.1 & 1.1.3.2 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.1 & 1.1.3.2 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration & evaluation of tender prescribed in the ITT.

C16. Currencies of Tender and Payment

C16.1 The tenderer shall give his priced offer in Indian Rupees only.

C17. Tender Validity

The Tender 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 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 without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Security for the period of the extension.

C18. Tender Security/ Earnest Money Deposit (EMD)

C18.1 The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in NIT in any one of the following forms:

- (a) ~~Demand Draft / Pay Order / Bank Draft~~ NEFT/ RTGS in favour of 'Noida Metro Rail Corporation Ltd.' payable at Noida, Greater Noida or New Delhi from a Scheduled Commercial bank based in India.

Any deviation in Bid security with regard to amount, validity and format shall be considered as material deviation and bid shall be dealt accordingly

In case of JV/Consortium the bid security shall be in the name of JV/Consortium and not the individual member(s). However, there may be more than one BGs, but all must be in the name of the JV/Consortium.

C18.2 The **scanned** copy of **Transaction Receipt for** Tender Security submission is to be submitted along with the e-Tender Submission as per clause C18.1 (a). 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.

C18.3 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and on the receipt by the Employer of the Performance Security in accordance with Sub-Clause 3.2 of the GCC.

C18.4 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. The Tender Security of the unsuccessful tenderers in financial package shall be released after issue of Letter of Acceptance (LOA) to successful tenderer or finalization of tender.

C18.5 The Tender Security shall be forfeited:

FORM OF TENDER- Appendix- 3A
(Undertaking by JV/Consortium members)

We understand that,

1. In case, it comes to notice of NMRC either during or even after completion of Work that JV/Consortium members have either altered / modified the MOU / JV agreement w.r.t. to the MOU submitted at tendering stage or entered a separate MOU/ Agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under GCC clause ~~37.33.1~~ **37.1** (a) (ii) of this tender for which every constituent member of the JV/Consortia is liable to be debarred for a period upto three years along with such other legal actions as may be permissible under the law.
 2. Apart from all of us being jointly and severally responsible, we understand that each of us shall also be individually responsible for our duties as specified in the MOU/JV agreement submitted in terms of clause 1.1.3.1 vii d of NIT. In case our JV/Consortium qualifies the criteria of work experience on the basis of our experience, each of us shall be responsible for deployment of key staff as per figure 1 of NIT. In case of failure on our part in fulfilling these duties, the performance security submitted by us may be forfeited by the Employer in addition to other actions
- A) We are aware that our performance shall be adjudged by the Employer on quarterly basis, and if the same is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e Part Termination of the contract as elaborated in NIT clause 1.1.3.1 i (Eligible Applicants). We are also aware that the performance of each of us may be specifically stated in the work experience certificate / performance Certificates which may be issued to us during or after execution of Work for our Business Development purposes.

(i) STAMP & SIGNATURE OF AUTHORISED
SIGNATORY OF 1ST MEMBER OF JV / Consortium

(ii) STAMP & SIGNATURE OF AUTHORISED
SIGNATORY OF 2ND MEMBER OF JV /Consortium

AND SO ON.....

STAMP & SIGNATURE OF AUTHORISED SIGNATORY
ON BEHALF OF JV / Consortium

Note:

1. This undertaking shall be signed by each of the JV/Consortium members.
2. The undertaking shall be signed by the authorized signatory of each constituent member and counter signed by the authorized signatory of JV / Consortium.

FORM OF TENDER- APPENDIX 22
(Undertaking as per Clause 1.1.3.1 (ix) 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 16.09.2020, that the item(s) offered meets the minimum local content of 80% **50%** / 20% and we meet the minimum local 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 the local value addition is made is enclosed as Appendix-23 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 of this tender for which the tenderer or its successors can be debarred for a period upto three years along with such other actions as may be permissible under the law.

In cases of procurement for a value in excess of Rs. 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 16.09.2020, after completion of works to the Engineer.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. This appendix need to be submitted only if bidder wants to avail the purchase preference as specified in Clause 3.1 F of NIT.
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.

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- i. competitive levels and to deprive NMRC of the benefits of free and open competition.
 - ii. “coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any Agency or NMRC or its employees/ consultants or its property, to influence improperly the actions of an Agency or NMRC or its employees/ consultants, obstruction of any investigation or auditing of a Procurement/ Contract process.
 - iii. Breach of any of the contract condition during execution.
 - iv. “Suspension”. Business dealings with an Agency may be suspended in exceptional cases if there is gross and blatant violation of the provisions of the Suspension/Banning Policy by the Agency and it is considered not desirable to continue the business with the Agency pending detailed enquiry for Banning of Business Dealing. Suspension shall be for a period upto six months from the date of approval of decision of Suspension.
 - v. “Banning”. Shall mean officially debarring or forbidding an Agency from participating as Vendor/Supplier/Contractor etc. with NMRC, for its requirement related to all Tenders / Contracts. Business dealings with an Agency may be banned if it violates/ infringes the provisions of the Suspension/ Banning policy of the NMRC. Banning shall be for a period ranging from one year from the date of issue of Banning Order or Suspension Order (if suspension imposed on the Agency) and upto five years.
- a) Will reject the tender for the work or rescind the contract if the employer determines that the bidder/ contractor has engaged in corrupt or fraudulent or collusive or coercive practices.
 - b) Will declare a contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract/s if he at any time determines that the contractor has engaged in corrupt or fraudulent or collusive or coercive practices in completing for, or in executing the contract.
 - c) The successful bidders/ contractors shall apprise the employer through chief vigilance officer, NMRC of any fraud/ suspected fraud as soon as it comes to their notice.
- 37.2 In the event of rescission of Contract under Sub-clause 37.33.4 **37.1**, the Contractor shall not be entitled to any compensation whatsoever, except for the Work done up to the date of rescission, payable as per the provisions of the Contract.

38. Termination of the Contract

38.1 Notice to Contractor

If the contractor fails to carry out any of his obligations, or if the contractor is not executing the works in accordance with the contract, the engineer may give notice to the contractor requiring him to make good such failure and remedy the same within such time as the employer/ engineer may deem to be reasonable.