

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).



NOIDA METRO RAIL CORPORATION LIMITED

CONTRACT NO: NMRC/Projects/NGNEDDC/2025/415

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VOLUME-1

**Notice Inviting Tender (NIT)
Instructions to Tenderer (ITT)
Forms of Tender (FOT)**

**NOIDA METRO RAIL CORPORATION LTD.
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

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TABLE OF CONTENTS

S. No.	Description	Page No.
	Notice Inviting Tender	
1.1	General	3
1.1.2	Key details	3
1.1.3	Qualification Criteria	5
1.1.3.1	Eligible Applicants	5
1.1.3.2 A	Minimum Eligibility Criteria – Work Experience	15
1.1.3.2.1	Additional Requirement	18
1.1.3.2.B	Minimum Eligibility Criteria – Financial Standing	22

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 -

- All 03 extension corridors are planned as Elevated corridors having a total length of 31.595 kms comprising of 21 Elevated Stations.
- 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.

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.

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).

Name of the Bid	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).
Approximate Cost	24.21 Crores
Time period of Work	05 years
Type of Bid	Single Stage Two Packet Tender
Method of Selection	QCBS Based Selection
Bid Processing Fee (Non-Refundable)	INR 23,600/- (including 18% GST) (Rupees Twenty-Three Thousand Six Hundred only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
Earnest Money Deposit (EMD)	INR 24,21,000/- (Rupees Twenty-Four Lakh and Twenty-One Thousand only) through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited
Name of the Corporation's official for addressing Queries, clarifications and Pre-Bid Meeting	Executive Director Noida Metro Rail Corporation Ltd., Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcprojects@gmail.com Website: www.nmrcnoida.com, E-procurement portal: http://etender.up.nic.in
Bid Validity	180 days
Bid Language	English
Bid Currency	INR
Start of sale of Tender Document to Bidders	From 18.08.2025 to 18.09.2025 (up to 15:00 Hrs.) on e-procurement portal.
Pre-Bid Conference	04.09.2025 at 11:30 Hrs.
Last date of seeking clarification, if any	05.09.2025 at 17:30 Hrs. (The queries must be sent only to Registered Email provided in the Tender Document)
Last date of issuing amendment, if any	10.09.2025 at 17:30 Hrs.
Start Date & Time of Submission of Bids	11.09.2025 at 10:00 Hrs.
Last Date & Time of Submission of Bids	18.09.2025 at 17:00 Hrs.
Date & Time of Opening of Technical Bids	18.09.2025 at 17:30 hrs.

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JV/Consortium to be allowed	Yes			
Bank Details for Making Payment				
Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC Code
State Bank of India (SBI)	State Bank of India (04077) – Sector 18, Noida, Gautam Budh Nagar, Uttar Pradesh - 201301	Noida Metro Rail Corporation Ltd. A/c No. - 37707840592	Current	SBIN0004077

1.1.3 QUALIFICATION CRITERIA:

1.1.3.1 Eligible Applicants:

- (i) The tender for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, LLP, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of clause 1.1.3 of NIT, clauses E4.10 & E5 of ITT and Annexure-01 of ITT.

In case of JV/ consortium, not more than **03 members** are allowed.

Further, in the case of a JV or Consortium, all members of the group shall be jointly and severally liable for the performance of whole contract. Also, each member shall be individually responsible for its duties as specified in MOU/JV agreement submitted by the Bidder in terms of clause 1.1.3.1 vii d.

Performance of each JV/Consortium partner shall also be judged on quarterly basis. In case, the performance of the partner(s) 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. In case of part termination of contract, the Performance Security(ies) submitted by the member(s) for their portion of work in contract as per their share in JV/Consortium shall be forfeited and the scope of the work/duties assigned to the defaulting JV/Consortium member(s) as per the MOU/agreement submitted, may be terminated, however, same may be done by the Employer only if other member(s) of JV/Consortium are ready to complete the entire scope of work. In such a case, remaining works pertaining to the scope of defaulting member of JV/Consortium, may be completed by other member(s) of JV/Consortium in the following manner:

- a. At their own, if they have adequate technical competence to the satisfaction of Employer.
- b. By subcontracting such scope of work of defaulting member(s) to technically competent Agency with the consent of Employer & without any financial implication to the Employer. In such cases, the limit of subcontracting the works up to 50% of total scope of work shall not apply.
- c. By induction of new member having adequate technical competence and meeting the original tender eligibility conditions, acceptable to the Employer in JV/Consortium replacing the default members(s) & without any financial implication to the Employer. The new member(s) shall be jointly and severally liable for the performance of the whole contract and also shall submit the Performance Security from their bank account for an amount equivalent to the amount of forfeited amount of Performance Security of defaulting member.

In case of (a) and (b) above, forfeited amount of Performance Security(ies) of the defaulting member(s) shall be submitted by other member(s) of the JV/Consortium.

Further the performance of each of JV/Consortium member may also be specifically stated in the Work experience Certificate / performance Certificates which may be issued to the bidder during or after execution of Work for their Business Development purposes.

In this regard, an undertaking by JV/Consortium members is required to be submitted as per the format **Appendix-3A** of Form of Tender.

- (ii) (a) A non-Indian bidder (not restricted as defined in clause 1.1.3.1 (x), below) is permitted to tender only in a joint venture or consortium arrangement with Indian Contractor or their wholly owned Indian subsidiary registered in India under Companies Act-2013. In such JV/Consortium, Indian Contractor/ Indian Subsidiary (owned by foreign bidder) shall have minimum 74% participation and non-Indian bidder shall have maximum 26% participation.

(b) A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV/Consortium. 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 individually or as a partner of a JV/Consortium in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.

- (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 an 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 organizations which are engaged in consulting services for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- (iv) A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or in joint venture/Consortium. However, the lead partner in case of JV, any partner shall be one who have experience of Detail Design Consultancy (DDC) work pertaining to Proof Checking of design of Civil (Structural), Design of Architectural and Building Services including E&M works of viaduct and elevated station(s) for Metro Rail /High Speed Rail /Railways corridor/section as defined in clause 1.1.3.2 A of NIT.
- (v) (a) NMRC/ any other Metro Organization (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 (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in **Appendix-17** of Form of Tender.

(b) Also, no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by NMRC / any other Metro Organization (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 or any of JV/Consortium members. The tenderer should submit undertaking to this effect in **Appendix-17** of Form of Tender

(c) The overall performance of the tenderer (all members in case of JV/Consortium separately) shall be examined for all the ongoing DDC works of Civil, Architectural and Building services including E&M 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 of Civil, Architectural and Building services including E&M works awarded by any NMRC/ 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 executed either individually or in a JV/Consortium. The tenderer shall provide list of all such works in the prescribed Performa given in **Appendix-17A** 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 (ongoing 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) of Appendix - 17A. In case of performance certificate issued by the client, same should not be older than three months (from the last day of the previous month of tender submission) for the ongoing works.

(d) Tenderer (including any member in case of JV/consortium) for the works awarded by NMRC/ any other Metro Organization (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 Civil, Architectural and Building services including E&M 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-18** of Form of Tender.

(e) Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.

(f) The tenderer (each individual member separately in case of JV/Consortium) shall not have total amount of dispute in their pending litigation more than Fifty percent (50%) of the tenderer's net worth (each individual member separately in case of JV/Consortium). The tenderer (each individual member separately in case of JV/Consortium) shall be examined for all pending litigation from all contracts completed or all ongoing contracts. The tenderer (each individual member separately in case of JV/Consortium) shall provide detailed information of all such pending litigations in the prescribed proforma given in **Appendix-26** of Form of Tender.

The details of all pending litigation shall comprise of all pending arbitration cases and also all pending court cases irrespective of whether these litigations have been initiated by the tenderer against their employer/client or by the client/employer against the tenderer. The amount of disputes shall also

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 37.33.1 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) & 38.2.1 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

Appendix-15 & 15A of FOT etc. as per Notes b), c), d), & g) of Clause 1.1.3.2.A of NIT.

- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of bids. In case of changes during tendering stage, the bid shall be treated as non –responsive.
- d. The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner particularly with reference to financial, technical and other obligation in the JV agreement/MOU submitted by footnote (d) of **Appendix 3A** of Form of Tender, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' (as the case may be), vide GCC clause 37.1 [a (ii) and (iii)] and acted accordingly.

Note: The MOU may stipulate mandatory information to be provided. However, bidder can include additional details/arrangements finalized between the members in this MOU provided these additional details/arrangements should not be in contravention of Employer's interest as per terms and conditions of Contract. Bidder may further note that no separate MOU/JV agreement should be executed for the sake of working arrangement amongst the partners other than the MOU/JV agreement accepted by the Employer.

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 37.1 (a) (ii) of this tender for which every constituent 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.

The JV/Consortium members shall submit undertaking to this effect in **Appendix-3A** of Form of Tender.

- e. The Employer in such cases, may in its sole discretion take action under clause 37.1(b) and/or under clause 37.1(c) of GCC against any

member(s) for failure in tenderer's obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in NMRC or take action to terminate the contract in part or whole under clause 38 of GCC as the situation may demand and recover the cost/damages as provided in contract.

(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 unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).
 - 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 unless the Applicant participates in tender as JV/Consortium with its Subsidiary Company/ Companies as a member(s) in JV with minimum 26% participation each (as substantial member) for such member(s).
- Purchase Preference to Local Suppliers/Preference to Make In India:

(ix) Purchase Preference to Local Suppliers/Preference to Make In India:

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 50% 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 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 to 'Class-I local supplier' in procurement of goods or works which are 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 a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price for the remaining 50% quantity subject to the 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, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, 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 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', 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, the contract may be awarded to the L1 bidder."

d) Minimum Local content and verification of local content:

- v. 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.
- vi. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / '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.
- vii. 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.
- viii. Supplier/bidder shall give the details of the local content in a format attached as **Appendix-22** and **Appendix-23** of FOT duly filled to be uploaded along with the technical bid. In case, bidder do not upload **Appendix-22** and **Appendix-23** of 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

- i. 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.
- f) Only Class-I local supplier & Class-II local supplier is eligible to bid in this tender.

(x) Restriction of Bidders from Countries sharing Land Borders with India:

Any bidder from a country which shares a land border with India will be eligible to bid as a member of a JV / Consortium 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.

Certificate of Compliance

An undertaking shall be taken from bidders as per **Appendix-25** of FOT, certifying that the bidders fulfil all the requirements contained in the aforesaid clause.

Definitions:

"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 hereinbefore, 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—

"Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

"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:

Tenderer's (either a single entity/ JV/ Consortium) will be qualified only if they have successfully completed or substantially completed similar work(s), during last seven (07) years ending last day of the month previous to the month of tender submission as given below -

a) Mandatory Eligible Works

- i. Should have Satisfactorily Completed similar consultancy work for minimum amount received towards the same shall be **INR 19.37 Crore** in one Contract.

Or

- ii. Should have Satisfactorily Completed similar consultancy work for Minimum amount received towards the same shall be **INR 12.10 Crore** in two different contracts each.

Or

- iii. Should have Satisfactory Completed similar consultancy work for Minimum amount received towards the same shall be **INR 9.68 Crore** in three different contracts each.

Similar work: Detail Design Consultancy (DDC) works of Detailed Design of Civil (Structural) / Architectural / Building Services / E&M / Traction works of Elevated / Underground sections, which may include train depot also for Metro Rail /High Speed Rail /Railways/ Regional Rapid Transit System (RRTS)

- iv. In addition to above, tenderer as a single entity or any substantial member or substantial members of the JV/consortium together, shall also have the experience of Civil Structural Design of at least **6.32 km** of Viaduct and **05** number of Elevated stations in the above qualifying similar work or any other work(s). Works comprising only train depot will not be considered.
- v. The requirement of designing of Structural/ Architectural/ Building Services including E&M/ Traction works may be satisfied by members of JV/Consortium together or by the sole tenderer bidding as an individual entity. For the purpose of structural design, the proof checking will be treated as equal to the structural design of structures. In case, the above qualifying similar work does not include any one (i.e. civil Structural design, Architectural design, Building Services including E&M and Traction works design), of the component(s), then bidder has to submit either one work for each missing component, in addition to similar work experience required vide NIT clause no. 1.1.3.2.A as mentioned above.
- vi. Further, tenderer as a single entity or any substantial member or substantial members of the JV/consortium together, should have experience of at least one Detailed Design Consultancy or Services comprising of detailed designing of Traction (OHE) works as listed below for elevated viaduct/depot for a minimum length of **6.32 km** in a completed single contract for Metro Railway/ Regional Rapid Transit System /High Speed/Railway Projects in at least one completed work.
Any of the following–
 - a. 25 kV AC Flexible OHE only
 - b. 25 kV AC Flexible OHE only & 33/11/0.415 kV AC or higher substations
 - c. 25 kV AC Flexible OHE only & SCADA
 - d. 25 kV AC Flexible OHE only & 33/11/0.415 kV AC or higher substations & SCADA

Notes:

- a. Work experience of only substantial partner (partner with share of 26% or more in the JV/Consortium) shall be considered for evaluating of JV/Consortium.
- b. Deleted
- c. The tenderer shall submit details of works executed by them in the

Performa prescribed in **Appendix-15 & 15A** of FOT for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates/ substantial completion certificates from client clearly indicating the nature/scope of work, actual completion cost/ value of actually executed works and actual date of completion (in case of completed works) 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, in addition to above, 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 also be submitted.

Any certification or document required to be provided by CA, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/ verification and submitted to ICAI on its website which can be verified online.

- d. In case of any composite work (work involving other than similar work also), value of successfully completed or substantially completed portion of similar work up to last day of the month previous to the month of tender submission shall be considered for qualification of work experience criteria. In case qualifying work involves General consultancy (GC)/Project management consultancy (PMC), value of only similar work in that work shall be considered.
- e. Deleted.
- f. For 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 and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
- g. If the above work(s) i.e. "Similar work" comprise 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.
- h. Only work experience certificate having stamp of Name and Designation of officer along with the Name of client shall be considered for evaluation.
- i. 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.
- j. After opening of financial bids, the work experience credentials (work

experience certificate along with other documents if any) of bidder having highest Total Score shall be sent for verification and certification to the concerned client(s). In case of any concealment or misrepresentation of facts, appropriate action(s) in accordance with Tender Conditions and Suspension/Banning Policy of NMRC shall be taken.

- k. If in a joint venture, foreign partner has done the structural design work/ Architectural work/ E&M Work in their own country and the same has been submitted by the JV towards their technical qualification, it will be considered only when such partner has done the work of the same or larger magnitude in the country other than their own.

1.1.3.2.1 Additional Requirements:

The Tenderer shall also have to comply following requirements to qualify:

- (i) The tenderer shall submit an organization chart together with clear description of the responsibilities of each member within the overall work programme.
- (ii) Deleted.
- (iii) The DDC team shall be headed by a '**Project Leader**' who shall have as minimum qualification a bachelor's degree in Architecture or Civil Engineering from a recognized university having relevant experience* in the concerned field of not less than 10 years as Project Leader with total experience of not less than 20 years and have the experience of handling minimum 03 projects of similar nature and complexity# as Project Leader/ Team Leader (sufficient proof shall be submitted to substantiate the qualification and experience).
Project Leader shall be directly responsible for all design coordination between DDC's (Civil, E&M and Structure) design team as well as coordinating NMRC's system wide requirements. Project Leader shall also coordinate with DDC's Project Manager and shall be the main contact person for NMRC.

The Project Leader must be involved actively in the project execution. He/She will be required to attend all meetings/inspections conducted by NMRC officials. He/She must take prior permission from NMRC for obtaining leave during his tenure as Project Leader. In case the consultant does not follow these instructions, action shall be initiated under the conditions of contract to impose penalty or to terminate the contract.

- (iv) The DDC team for each discipline i.e., Civil, Architectural and E&M shall be headed by '**Team Leaders**' who shall have as minimum qualification a bachelor's degree in relevant field (Civil

/ Architecture / Electrical / Mechanical Engineering) from a recognized university of relevant experience* in the concerned field of not less than 10 years as Team Leader with total experience of not less than 15 years and have the experience of handling minimum 02 projects of similar nature and complexity# (sufficient proof shall be submitted to substantiate the qualification and experience).

Note: Any one 'Team Leader' may also be designated as 'Project Manager'.

- (v) Under Team Leader, '**Experts**', as indicated in Table-A below, shall be deployed who shall have as minimum qualification a bachelor's degree in relevant field (Civil / Architecture / Electrical / Mechanical Engineering) from a recognized university must have minimum 10 years of relevant experience* in the concerned field and should have handled minimum 03 projects of similar nature and complexity# in expert capacity (sufficient proof shall be submitted to substantiate the qualification and experience). The experts shall be mobilized as per the schedule approved by the Employer, and for the durations shown in Table- A below.
- (vi) Under experts, '**Key Members**' shall be deployed who shall have as minimum qualification a bachelor's degree in relevant field (Civil / Architecture / Electrical / Mechanical Engineering) from a recognized university, must have minimum 07 years of relevant experience* in the concerned field and should have handled minimum 02 projects of similar nature and complexity# (sufficient proof shall be submitted to substantiate the qualification and experience).
- (vii) The technical proposal will be evaluated based on the capabilities /technical strength of staff proposed to be deployed. At bidding stage, bidder is required to submit CV of Project Leader, Team Leaders of each discipline and Experts proposed for the project. Bids submitted without these CVs shall be considered as non-responsive and liable to be rejected. CV of other key staff and proof regarding qualification and experience of all key staff shall be submitted by the successful Consultant after award of work.
- (viii) DDC is required to establish and maintain its office at Noida/ Gr. Noida, throughout the contract duration.

* Relevant experience shall be as defined in Clause 1.1.3.2.A as experience of Metro Rail/High Speed Rail / Railways / Regional Rapid Transit System (RRTS).

Projects of similar nature and complexity shall be as defined in Clause 1.1.3.2.A as Elevated Viaduct & Elevated and/or

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).

Underground stations of Metro Rail/ RRTS/ High Speed Rail/Railways.

The form of organization structure is prescribed in Fig. 1 below.

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).

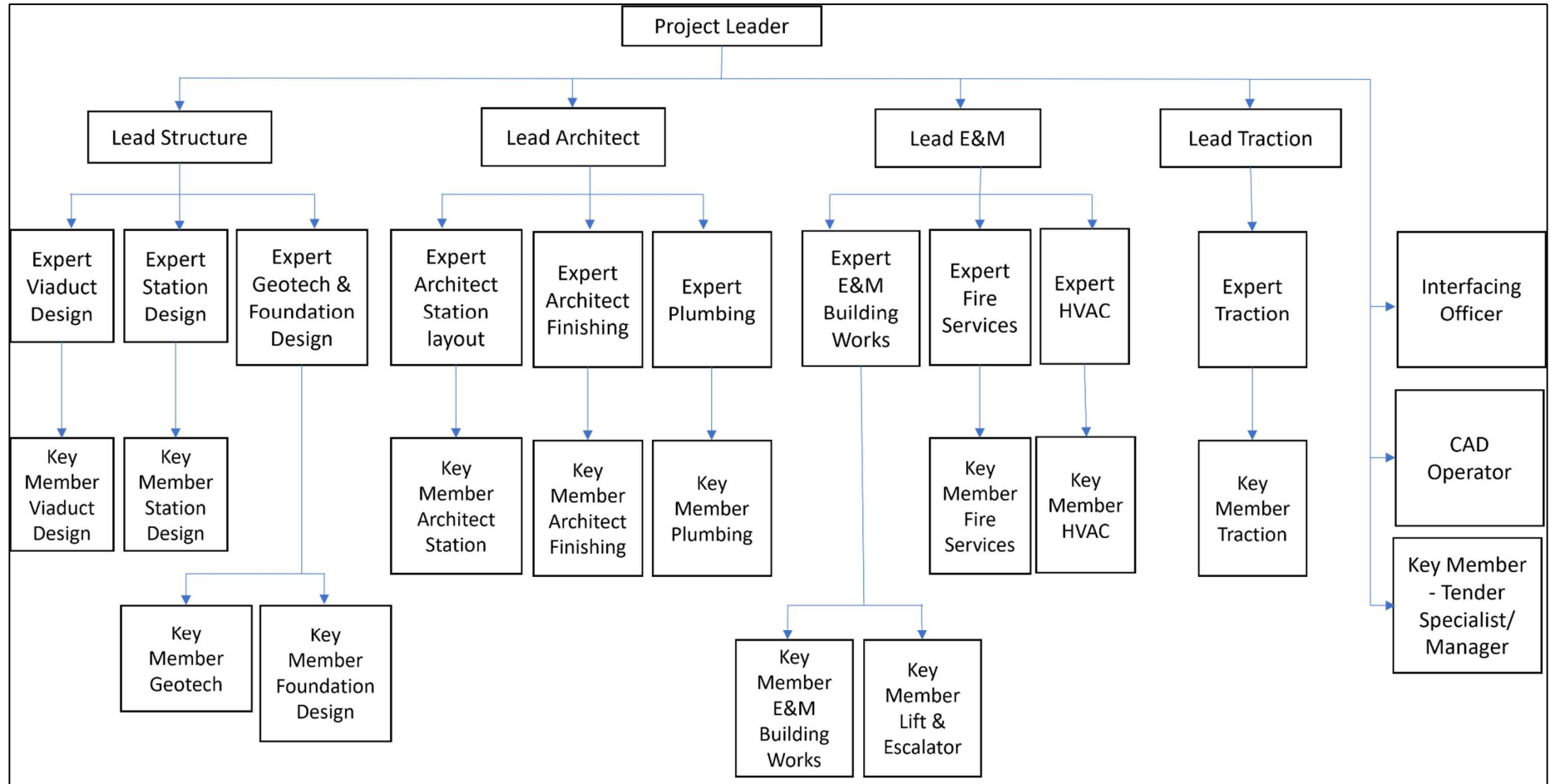


Figure – 1 : Organization Structure

Table – A (As per Para (v) of Additional Requirements of NIT Clause 1.1.3.2.A)

Sr. No.	Expert Position	Experts	Mobilization Period
1	Expert Viaduct Design	Indian	05
2	Expert Station Design	Indian	08
3	Expert Geotech & Foundation Design	Indian	03
4	Expert Architect Station layout	Indian	05
5	Expert Architect Finishing	Indian	05
6	Expert Plumbing	Indian	03
7	Expert E&M Building Works	Indian	05
8	Expert Fire Services	Indian	03
9	Expert HVAC	Indian	03
10	Expert Traction	Indian	08

The mobilization of all Experts shall be in modules approved by the employer and the duration shall be normally not less than one month at a time. The detailed manpower requirement is mentioned in detail in Annexure-01 of ITT.

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

- i. **T1–Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.

This shall be seen from the balance sheets and Net current assets (as per proforma given in **Appendix-12 of ITT**), should show that the applicant has access to or has available liquid assets, to meet cash flow of **INR 69.17 lakhs** for this contract. The aggregate of the Net current Assets will be considered for working out the Liquidity.

In Case of JV- Requirement of liquidity is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.

Example: Let member-1 has percentage participation=M and member-2 has percentage participation=N. If minimum liquidity required is 'W' then

$$\text{Liquidity of member -1} \geq \frac{WM}{100}$$

and

$$\text{Liquidity of member -2} \geq \frac{WN}{100}$$

- ii. **T2 - Profitability:** Profit before Tax should be Positive in **at least 2 (two)** years, out of the last five audited financial years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24).

In Case of JV: The profitability of only lead member shall be evaluated.

- iii. **T3 - Net Worth:** Net Worth of tenderer during last audited financial year ending on 31st March 2024 should be **≥ INR 96.84 Lakhs**

In Case of JV- Net worth will be based on the percentage participation of each Member.

Example: Let Member-1 has percentage participation =M and Member-2 has = N.

Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV will be = $(AM+BN)/100$

- iv. **T4 - Annual Turnover:** The average annual turnover from consultancy works of last five Audited financial years ending on 31st March, 2024 should be **≥ INR 3.87 Crores.**

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 will be = $(AM+BN)/100$

Notes:

- Financial data for latest last five audited financial years ending on 31st March, 2024 has to be submitted by the tenderer in **Appendix-12 & 13** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original along with Membership number, FRN number and UDIN number. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.
- Total value of Detailed Design Consultant / Proof checking works of Civil, Architectural and Building Services including E&M works and consultancy works done as per audited financial statements shall be provided in **Appendix-13 of FOT.**
- 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.

C. 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 Consultancy work executed in any one year during the last five financial years (updated to **31.07.2025** 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**) for on-going Consultancy work during period of **60 months w.e.f. 31.07.2025**

Notes:

- 1.1.4** 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.
- 1.1.5** 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.
- 1.1.6** 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.

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.

1.1.4 Tender Document comprises of the following documents:

Volume 1

- Notice Inviting Tender (NIT)
- Instructions to Tenderer (ITT)
- Form of tender including Indices

Volume 2

- General Conditions of Contract (GCC)
- Special Condition of Contract (SCC)
- Contract Forms

Volume 3

- Scope of Work

Volume 4

- Pricing Document

Volume 5

Standard Documents

- Part-I: Outline Design Criteria – Railway Geometry, Bridges and Viaducts
- Part-II: Outline Design Criteria-Geo- Technical, Foundation and Railway Formation Works
- Part-III: General Planning Criteria
- Part-IV: Building Services
- Part-V: Interface Scheme Management

Volume 6

Reference Drawings

- General Alignment Drawing (GAD)
- Structural Interface of Existing Operational Line with Proposed Extension Projects.

Please note carefully the requirements for submitting tenders, and the date and time for submittal.

1.1.5 Bidders are required to enroll on the e-Procurement module of the Uttar Pradesh Public Procurement Portal (URL: <http://etender.up.nic.in>).

1.1.6 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. 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 E-tendering portal.

1.1.7 Upon enrolment, the bidders will be required to register their valid Digital Signature

Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.

- 1.1.8 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 DSCs to others which may lead to misuse.
- 1.1.9 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.
- 1.1.10 Tender submissions will be made online after uploading the mandatory scanned documents towards cost of tender documents and towards Tender Security and other documents as stated in the tender document.
- 1.1.11 Tenderers are advised to keep in touch with e-tendering portal: <http://etender.up.nic.in> and NMRC's website: www.nmrcnoida.com for updates.
- 1.1.12 For any complaint tenderer may contact Senior Vigilance Officer / Chief Vigilance Officer NMRC Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh.
- 1.1.13 Tenders shall be valid for a period of **180 days** (both days inclusive i.e. the date of submission of tender and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per clause 4.0 of ITT.
- 1.1.14 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.
- 1.1.15 The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of **Executive Director**, NMRC Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh
- 1.1.16 All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause 2.2 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.
- 1.1.17 Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.

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**Executive Director
Noida Metro Rail Corporation Ltd.**

Instructions for Online Bid Submission on E-Procurement Portal

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

More information useful for submitting online bids on the E-tendering portal may be obtained at www.etender.up.nic.in

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Uttar Pradesh Public Procurement Portal (URL: www.etender.up.nic.in) by clicking on the link **“Online Bidder Enrolment”** on the E-tendering 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 E-tendering portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, 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 DSCs 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 E-tendering 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 E-tendering 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 E-tendering 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.

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) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. 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 colored (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 (i.e. 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 E-tendering portal in general may be directed to the 24x7 E-tendering portal Helpdesk.

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NOIDA METRO RAIL CORPORATION LIMITED

CONTRACT NO: NMRC/Projects/NGNEDDC/2025/415

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).

VOLUME-1

Instructions to Tenderer (ITT)

**NOIDA METRO RAIL CORPORATION LTD.
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

CONTRACT No. NGNEDDC

TABLE OF CONTENTS

Sr. No.	Description	Pages
A	General	4
A1.	General Description of the Work	4
A2.	Source of Funds	4
A3.	Eligible Tenderers	5
A4.	Qualification of the Tenderer	5
A5.	One Tender per Tenderer	6
A6.	Cost of Tendering	6
A7.	Site Visits	6
B	Tender Documents	7
B1.	Content of Tender Documents	7
B3.	Clarification of Tender Documents	7
B4.	Amendment to Tender Documents	8
C	Preparation of Tenders	9
C1.	Language	9
C2.	Documents Comprising the Tender	9
C3.	Form of Tender	15
C6.	Tenderer's Technical Proposals	15
C7.	Designer	15
C8.	Tender Programme	15
C10.	Payment Schedule	15
C12.	Staffing Schedule and Related Details	16
C15.	Pricing Document	16
C16.	Currencies of Tender and Payment	17
C17.	Tender Validity	17
C18.	Tender Security	17
C19.	Performance Guarantee, Obligations and Warranties	18
C20.	Personnel	18
C22.	Insurance	18
C23.	Tender Index	18
C24.	Pre-Tender Meeting	18
C25.	Format and Signing of Tender	19
C26.	Pricing of Conditions, Qualifications, Deviations etc.	19
D	Submission of Tenders	20
D1.	Tender Submission	20
D2.	Late Tenders	20
D3.	Modification, Substitution and Withdrawal of Tenders	20

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).

E1.	Tender Opening and Evaluation E1 Tender Opening	21
E2.	Confidentiality of Tender Information and Copyright	22
E3.	Clarification of Tenders	22
E4.	Evaluation of Tenders	22
E5.	Evaluation of Financial Proposals	25
E6.	Comparison of Bids	27
E7.	Qualification of the Bidder	27
E8.	Employer's Right to Accept Any Bid, and to Reject Any or All Bids	27
E9.	Indigenization	27
F.	Award of Contract	27
F1.	Award	27
F3.	Notification of Award	28
F4.	Signing of Agreement	28
F5.	Performance Security	28
	Annexure-01 Evaluation & Qualification Criteria	30
	Annexure-03 Requirements for Tenderer's Technical Proposals	41
	Annexure-04 Requirements for Tender Programme	43

INSTRUCTIONS TO TENDERER

A. General

A1. General Description of the Work

This contract is for the work of “**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).**”

The DDC shall deliver sufficient designs and documents to enable NMRC to construct works as per the details below:

S. No.	Description of Corridor	Total Length (Km)	Station (In Nos.)
1.	Extension of Aqua Line from Noida Sector - 51 to Knowledge Park V (Greater Noida)	17.435	11
2.	Extension of Aqua Line from Noida Sector – 142 to Botanical Garden (Noida)	11.56	8
3.	Extension of Aqua Line from Depot Station to Boraki MMTH (Greater Noida)	2.6	2
	Total -	31.595	21

The Bidder are to note that the length of corridor and number of stations may change during design/ execution stage. The payment will be regulated as indicated in the foot note of BOQ.

Detailed Project Reports (DPR)s of the above 03 extension corridors has been prepared, which may be consulted in office of Executive Director, Noida Metro Rail Corporation, Block-III, 3rd floor Ganga Shopping Complex, Sector-29, Noida, Distt. Gautam Budh Nagar-201301, U. P., on any working day (Monday to Friday except Holidays) between 10:30 hrs. to 15:00 hrs. However, the scope of work of present tender is described in Volume-3.

Alignment Drawings which were part of the Detailed Project Reports (DPRs) are enclosed in Volume-5 for reference purpose only.

A2. DELETED

A3. Eligible Tenderers

This is an open competitive e-tender and all companies, corporations, partnership firms, LLP, Consortium or Joint Ventures who are involved in execution of this type of work and those who fulfil the financial soundness and work experience criteria as per clause 1.1.3.2 of NIT, E4.10 & E5 of ITT and Eligibility & Qualification Criteria as per Annexure-01 of ITT 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 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. In case of partnership, consortium or joint venture, Power of Attorney(s) and Board Resolution(s) for each member of the partnership, consortium or joint venture shall be submitted. In case of Foreign Partners, Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission or Member Countries of Hague convention may submit these documents with "Apostille" stamp. Also, in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.

A4.2 It should be noted that if tender combines the functions of a consultant or designer with those of a contractor and/or manufacturer, all relevant information must be provided regarding such relationship, along with an undertaking to the effect that the member agrees to limit their role to that of a consultant and/or designer and to disassociate themselves, their associates/affiliates and/or parent firm from working in any other capacity (including tendering relating to any goods or services for any part of the work) on this work other than that of consultant and/or designer.

A4.3 If, in connection with the performance of the consulting services, tenderer/ any group member intends to borrow, hire temporarily, personnel from contractors, manufacturers or suppliers, the applicant must include all relevant information about such personnel in their proposal. In such case, the applicant will be acceptable only if those contractors, manufacturers, and suppliers disassociate themselves from this work (including tendering relating to any goods or services for any other part of this work) other than that of consultant.

A4.4 Each Tenderer (each member in the case of joint venture or consortium) 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 Bill not include any such amount. To fulfill this requirement, the tenderer (each member in case of JV/Consortium) has to

sign the declaration given as **Appendix-08** 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.

A4.5 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.

A4.6 Each Tenderer, will be required to confirm and declare in the Tender submittal that that they have not been blacklisted or deregistered by any central / state government department or public sector undertaking and also that none of their work was rescinded by the client after award of contract during last 10 years. The proforma of this undertaking is prescribed in **Appendix-9** of FOT.

A4.7 It should be noted that the Detail Design Consultant (DDC) cannot work as a designer/consultant to the Design Build Contractors of this project, without prior approval of NMRC.

A5. One Tender per Tenderer

A Tenderer shall submit only one bid, either individually as a tenderer or as a partner of JV/Consortium. If a tenderer who submits or participates in more than one bid, all tenders in which the tenderer has participated either as sole tenderer or member of JV/consortium 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 Sites of Projects 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 Sites shall be borne by the Tenderer. It shall be deemed that the Tenderer has undertaken a visit to the Sites of Projects and is aware of the site conditions prior to the submission of the tender documents.

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 Thus, it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

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 detailed design of all architecture and building services works as well as proof checking of structure works in connection with "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)." and as more particularly described in these documents.

- a) Notice Inviting Tender
- b) Instructions to Tenderers (including Annexures)
- c) Form of Tender (including Appendices)
- d) General Conditions of Contracts
- e) Special Conditions of Contract (including Schedules)
- f) Contract Forms
- g) Scope of Work
- h) Financial Package/Bill of Quantities
- i) Standard Documents
- j) Reference Drawings

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. Not in 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 **Executive Director/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 Scope of Work, Technical Specifications and Tender Drawings etc., the Tenderer shall seek clarification from **Executive Director/NMRC** by email as mentioned in NIT, not later than the last date of seeking clarification given in the key details of Notice Inviting Tender. Any such clarification, together with all details on which clarification had been sought, will be copied to all Tenderer without disclosing the identity of the Tenderer seeking clarification.

B3.3 Except for any such written clarification by **Executive Director/NMRC** which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1(a) to (j) 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 **Executive Director/NMRC**.

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 made available at e-tendering website <https://eprocure.gov.in/eprocure/appto> all prospective tenderers who have purchased the tender document in the tender period.

Without prejudice to the order of preference as specified in Clause 21 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 discussion and 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 C2.2(a) to C2.2(hh) 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 Inviting Tender (NIT), submit his Tender online on e-tendering website <http://etender.up.nic.in>, comprising of following:

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

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

Financial Package shall contain the documents referred to in paragraphs C2.2 (a); (b); (c).

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

- a) Form of Tender (Without appendices);
- b) Appendix 1 to the Form of Tender; Contract Conditions;
- c) Appendix 2 to the Form of Tender: completed bill of quantities / Pricing Document (see paragraph C10, C15 and C23);
- d) Appendix 3 to the Form of Tender: General Information about the Tenderer;
- e) Appendix 3A to the Form of Tender: Undertaking by JV/Consortium members
- f) Appendix 4 to the Form of Tender: Staffing Schedules and Organisation Chart (see paragraph C12);
- g) Appendix-5 to the Form of Tender: Curriculum Vitae (CV) of Key Personnels
- h) Appendix-6 to the Form of Tender: Details of Key Personnel to be Deployed
- i) Appendix 7 to the Form of Tender: Tender Index (See paragraph C23);
- j) Appendix 8 to the Form of Tender: Undertaking for corrupt & fraudulent practice;
- k) Appendix 9 to the Form of Tender: Undertaking for Blacklisting/Deregistration;
- l) Appendix-10 to the Form of Tender: Undertaking on copyright (see paragraph E2)
- m) Appendix-11 to Form of Tender – The tenderer may submit minor deviations in this annexure and a confirmation that price of every such minor deviation has been given in the financial package. Minor deviation may be in the scope of work 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 annexure. 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-11 of FOT.

- n) Appendix 12 to the Form of Tender: Financial Data
- o) Appendix 13 to the Form of Tender: Financial Data (Detailed Design Consultancy works done during the latest last five financial years)
- p) Appendix 14 to the Form of Tender: Financial Data (Commitment for On-going Works/ works in hand)
- q) Appendix 15 to the Form of Tender: Work Experience
- r) Appendix 15A to the Form of Tender: Summary of information provided in Appendix 15.
- s) Appendix 16 to the Form of Tender: Affidavit for Unaudited Balance Sheet
- t) Appendix-17 to the Form of Tender: Undertaking as per clause 1.1.3.1 v(a) & (b) of NIT
- u) Appendix-17A to the Form of Tender: Undertaking as per clause 1.1.3.1 v(c) of NIT
- v) Appendix-18 to the Form of Tender: Undertaking for not being penalised in a Contract
- w) Appendix-19 to the Form of Tender: Undertaking for Financial stability
- x) Appendix-20 to the Form of Tender: Undertaking for Downloaded Tender Document
- y) Appendix-21 to the Form of Tender: Format for Certificate to be Submitted / Uploaded by Tenderer Along with the tender documents
- z) Appendix 22 to the Form of Tender: Undertaking as per Clause 1.1.3.1 x(d) of NIT.
- aa) Appendix-23 to the Form of Tender: Performa for submission of the List of the Goods, Works & Services Tentatively Proposed to be Offered with Local Value Addition.
- bb) Appendix 24 to the Form of Tender: Detail of Bank Account for Refund of Tender Security/EMD.
- cc) Appendix 25 to the Form of Tender: Undertaking by the tenderer
- dd) Appendix 26 to the Form of Tender: Pending Litigation as per Clause 1.1.3.1 v(f) of NIT
- ee) Appendix 27 to the Form of Tender: Tentative project implementation programme (see paragraph C8)
- ff) Appendix 28 to the Form of Tender: Tenderer's Technical Proposal
- gg) Any further documents which have been requested in accordance with paragraph B4.2 above.
- hh) Tender Programme (see paragraph C8) 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 / class-III digital signature of the authorized signatory of the tenderer.

C2.3 The Tenderer shall submit with his Tender 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 B4.1 or B4.2 above.

- a) Full details of ownership and control of the Tenderer
- b) Tender Programme (see paragraph C8)
- c) Deleted;
- d) Details of providers of performance guarantees (see paragraph C19 below);
- e) Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract;
- f) Following information shall be furnished:
 - a. Detailed Design Consultancy works

- i. Extent of participation by each member of the consortium in terms of percentage of the value of the proposed Contract.

Member	% of participation A
A	
B	
C	

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

- (a) Maximum value of DDC works i.e. "Similar works" executed in any one year during the last 07 years (in Rs. equivalent).
- (b) Value of the commitments and on-going works, on yearly basis, pertaining to Detailed Design Consultancy works, of Architecture/ Structure/ Building Services, similar in nature to those mentioned in the tender, to be completed during the next 60 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. For conversion of foreign currency, please refer clause E5.3 of ITT.

C2.4 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 organization chart together with clear description of the responsibilities of each member within the overall work programme as prescribed in clause 1.1.3.2 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 one year).
- 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 Delhi 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 Architecture, Structure, Building Services, Traction, Power Supply, RSS, SCADA and Augmentation of the Existing Depot. The offer should cover the entire Scope of Work, as laid out in tender documents.

In addition to the above, Architects, Document Controllers, CAD Operators, Surveyors, Design Coordinators will be made available by DDC to NMRC as Supporting Staff under the Schedule D of the BOQ on man month basis. These personnel will directly support NMRC staff and shall avail one weekly rest and three National holidays. The CVs of the said support staffs shall be submitted to NMRC for approval prior to the deployment.

The Technical Package shall contain self-attested copies of latest 05 years Income Tax Return filed by the tenderer in the required proforma of Government of India. For foreign based consultants a suitable certified similar document from their country of origin, or a certified statement from their auditors stating that Income Tax/Corporation Tax has been paid will be accepted.

The Tenderer shall include with his Tender an index which cross refers all the

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).

requirements of tender elaborated in these documents to all the individual sections within Contract NGNEDDC: Technical Package and Contract NGNEDDC: Financial Package which the Tenderer intends to be the responses to each and every one of those requirements.

The Tenderer shall be required to amplify, explain and develop the Contractor's Technical

Proposals in substantially greater detail during the tender evaluation period such that they may be confirmed as complying clearly with the requirements prescribed in tender document and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract. Only those aspects of the Contractor's Technical Proposal that the Employer (at his sole discretion) considers clearly conforming, will form part of the Contract.

C2.5 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 bill. In case the waiver becomes effective, the DDC will be advised on the process to be followed to obtain the refund from the concerned authority. The DDC shall arrange for the remit of the refund to the Employer. In case of failure by the DDC to remit such amounts, the same shall be recovered from amounts due for payment to the DDC.

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

C2.6 Tenderers shall quote all prices as per Clause 32 of GCC and Clause 20 of SCC.

C 2.7 The tenderers must note the following:

a) Tenderers should quote the contract price including GST.

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

The contract price shall not be adjusted to take into account any change in taxes, duties, levies or any other new tax, duties or levies till the completion date including the date of extended period of contract.

c) GST shall be paid separately as applicable after raising the tax invoice by the DDC. The DDC shall maintain details of SGST/UTGST paid to Revenue department of the respective state in which the work is carried out and submit the following for reimbursement of GST: -

a. Tax Invoice

b. GSTR-1 return filed 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.

c. 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.

d. Relevant abstract of filed GSTR-1 return showing the details of relevant tax invoice submitted by the DDC.

d) Tender prices shall be quoted in Indian Rupees only.

In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes (inclusive of GST), 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 C2.5, C2.6 & C2.7 above.

C2.8 Financial Package –

C2.8.1 The financial package, will be submitted through Form of Tender as available on E-tendering portal.

C2.8.2 The Lump Sum prices in schedule A, schedule B & schedule C and schedule D should include all costs associated with the contract for which rate will be quoted in the BOQ form as available on e-portal. Lump Sum amount of Schedule A, Schedule B, Schedule C and Schedule D will cover the remuneration for DDC staff, transportation, equipment, printing of documents, surveys, etc.

C2.8.3 The Tenderer should quote lump sum price for Schedule “A”, Schedule “B”, Schedule “C” and Schedule “D”. The quoted lump sum price should cover all activities as laid down in Scope of Work (Volume 3 of tender documents), that are required for:

- a. Services to be performed prior to the award of construction contracts and
- b. Services to be performed during/after construction.

The lump sum price quoted shall be inclusive of GST as applicable.

C2.8.4 **Similarly for the Deployment of Staff in Schedule-D, the rate quoted will cover all expenses including GST.** The entire scope of the work described in various volumes of the tender shall be covered under lump-sum price.

C2.8.5 The tenderer shall quote his offer either in Indian Rupees only.

C2.8.6 All payments shall be subject to tax deduction at source (TDS) in accordance with the provisions of the Indian Income Tax Act and any other applicable law.

C2.8.7 The Pricing Document is included in Pricing Document; Volume 4. 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 **Appendix 11A** of FOT shall be uploaded online.

C3 Form of Tender

The Form of Tender shall be completed and signed by a duly authorized 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 authorized 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.

C4. Not Used.

C5. Not Used

C6. Tenderer's Technical Proposals

C6.1 The Tenderer shall submit as **Appendix-28** of Form of Tender to form part of its Tender, the Contractor's Technical Proposals as described in **Annexure-03** of Instructions to Tenderer.

C6.2 The Tenderer shall be required to amplify, explain and develop the DDC's Technical Proposals in substantially greater detail during the tender evaluation period such that they may be confirmed as complying clearly with the Employer's Requirements and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract. Only those aspects of the DDC'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.

C8. Tender Programme

C8.1 The Tenderer shall submit with his Tender as **Appendix-14** to FOT, a Tender Programme 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 completion dates. Detailed requirements for the Tender Programme are set out in **Annexure-04** to these Instructions to Tenderers.

C8.2 The Tender Programme shall be prepared in terms of weeks from the Date of issue of 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. Not Used

C10. Payment Schedule:

The payment for items given in Volume 4 shall be made on the basis of actually executed quantities.

C11. Sub-Contracts

C11.1 Deleted.

C11.2 Deleted.

C12. Staffing Schedule and Related Details

C12.1 The Tenderer shall submit with his Tender (**Appendix-4** of Form of Tender) a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed personnel and experts of this work as required in Figure-1 of clause 1.1.3.2.1 of NIT & **Annexure-01** of ITT. Details shall be included for all such personnel whether directly employed or engaged on a consultancy. The submission shall include a provisional management structure and organisation chart showing areas of responsibility, relative seniorities and lines of reporting. The proposed staffing plan shall be in conformity with the **Annexure-01** of ITT and Figure-1 of NIT.

C12.2 The Tenderer shall include in his proposal the name and qualifications of the Project Leader, Team Leaders of all technical teams, Expatriate/ Indian Experts and Key Members.

C12.3 Not Used.

C13. Not Used

C14. Not Used

C15. Pricing Document

C15.1 The Pricing Document is included in Bill of Quantities/Pricing Document; Volume 4. 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-11A** of BOQ/Pricing document for such deviation as mentioned in **Appendix 11** 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 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- 11** 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/Milestones are given in Volume-04-Pricing Document. These are to be adhered to strictly failing which Liquidated Damages as mentioned against each key date shall be levied to the contractor. 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 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 copy of document of 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:

- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) if the Tenderer does not accept the correction of his Tender price, pursuant to Sub-paragraph E 5.2 below;
- (c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time specified by the Employer.

C19. Performance Guarantee, Obligations and Warranties

Please refer Clause 3 & 35 of GCC.

C20. Personnel

The Tenderer's attention is especially drawn to Clause 8 & 10 of the GCC, Clause 1.1.3.2.1 of NIT and Annexure-01 of ITT in relation to the responsibility of the DDC for arranging personnel for the required duration of the project to the satisfaction of NMRC.

C21. 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 NGNEDDC": Technical Package and "Contract NGNEDDC": 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 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 B4 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.

The tenderer shall ensure that the whole tender submission shall be digitally signed by a person duly authorized to sign on behalf of the Tenderer.

The Tender 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.

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 authorized 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.

C26 Pricing of Conditions, Qualifications, Deviations etc.

C26.1 The tenderer should submit his tender that 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., the tenderer shall provide such details in the format prescribed in **Appendix-11 of FOT** and price schedule for unqualified withdrawal corresponding these deviation(s) shall separately be furnished in the format prescribed in **Annexure-11A of BOQ / Pricing Document**. 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-11 of FOT** 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 Tender Submission

The tenderer shall submit their tender on-line on e-tendering website <http://etender.up.nic.in>.

D1.1 Transaction Receipts of 'Tender Security' and 'Cost of Tender Document' shall be submitted along with the e-bid submission.

D1.2 'Tender Security / EMD' submitted after due date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.

D1.3 NMRC will not be responsible for delay, loss or non-receipt of 'Tender Security / EMD'.

D1.4 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 Tenders

D2.1 Tenders have to be submitted online on e-tendering website <http://etender.up.nic.in>. It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted on e-tendering website of NMRC before the deadline of submission prescribed in NIT.

D2.2 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

D2.3 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.in> before the deadline of submission. NMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.

D2.4 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.

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.

D3.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for NGNEDDC/Volume-1/ITT

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.1 Tender Opening and Evaluation E1 Tender Opening

E1.1 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to paragraph D-3 shall not be opened.

E1.2 (a) Envelopes containing 'Tender Security' and 'Cost of Tender Documents' will be opened first. On opening of the same, NMRC will first check the details of tender cost and tender security submitted by the tenderer online and cross verify the same with the hard copy submitted.

(b) Tenders of those tenderers who have not submitted 'Tender Security' and 'Cost of Tender Documents' shall not be opened.

(c) Tenders of those tenderers who have not submitted valid 'Tender Security' and valid 'Cost of Tender Documents' shall be considered as non-responsive and liable to be rejected summarily.

E1.3 The Technical Package of all tenderers who have submitted a 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 **Executive Director/NMRC**. Tenderers may visit NMRC e-procurement web-site to know latest Technical Opening information after completion of opening process. Tenderers can also see the Technical Sheets (check-list) of other tenderers after completion of opening process by logging into the web-site. 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, details of the tender security and such 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 examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.

E2.2. 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.

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

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

E4.1 General

E4.1 General Evaluation: First of all, it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form. Tenders not accompanied with the 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, A4.4.1, A4.4.2, A4.5 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 bid capacity criteria, shall not be considered for further evaluation and shall be rejected.

E4.3 Evaluation of Responsiveness

The employer will determine whether each tender is substantially responsive to the
NGNEDDC/Volume-1/ITT

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 amount, validity, form and format.
- which affects in any substantial way, the scope, quality or performance of the Works;
- 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.
- 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:

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 tender security as per clause C-18.1& 18.2. Tenderer(s) may be asked to make a presentation of their proposal to NMRC team for evaluation

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 nonconforming 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.

E4.10 Evaluation of Technical Proposal –

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the bid document, applying to –

- (a) **First Stage** – Minimum Requirement for Eligibility as per 1.1.3.2 of NIT.
- (b) **Second Stage** - Technical Evaluation as specified in the Evaluation Criteria – Annexure-01 of ITT.
 - a. Each responsive and qualified Technical Proposal will be given a technical score (St). The proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. Details of calculation for Technical Score (St) is given in the Annexure-01 of ITT - Evaluation and Qualification criteria. The minimum technical score (St) is required to qualify is 70%. A Proposal shall be rejected if it does not respond to important aspects of the bid document, and particularly the scope of work.
 - b. A Proposal shall be rejected at this stage if it is determined to be non-responsive to the key aspects of the bid document, particularly the scope of work or if it fails to achieve the minimum Technical Score, and their financial proposal will not be opened.
 - c. After the technical evaluation is completed, the employer will notify those bidders whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the bid document. Their financial proposal on eprocurement portal will not be opened.
 - d. The employer shall simultaneously notify the date and time for opening the Financial Proposals on e-procurement portal. Bidder's attendance at the opening of Financial Proposals is optional.

E4.11 Public Opening of Financial Proposals

Financial Proposals shall be opened in the presence of the Bidders' representatives who choose to attend. The name of the Bidders; and the technical scores of the Bidders shall be read aloud. The Financial Proposal of the Bidders who met the

minimum qualifying mark shall be then opened.

E5. Evaluation of Financial Proposals

E5.1 All technically acceptable and qualified tenders as per E4.10 will be eligible for opening of their financial proposals.

E5.1.1 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 having potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

E5.1.2 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.

E5.1.3 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

E5.1.4 Evaluation of financial offer will be based on rates/overall amount quoted in the Bill of quantities (BOQ)/Pricing Document. Any alteration in BOQ will not be given any cognizance.

E5.1.5 The lowest quoted Financial Proposal will receive the maximum score of 100 marks. The score for each other Financial Proposal is inversely proportional to its quoted amount and will be computed as follows:

$$Sf = 100 \times Fm / F$$

where:

Sf is the financial score of the Financial Proposal being evaluated,

Fm is the lowest-quoted Financial proposal

F is the quoted Financial Proposal under consideration

Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weight "Quality-Cost Ratio: 80:20" respectively to the technical (St) and financial score (Sf) of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each bidder as herein Combined Score

$$(Ts) = St \times 0.8 + Sf \times 0.2$$

where,

Ts: Total Score

St: Technical Score

Sf: Financial Score

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.

E5.2 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; and
- 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.

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.

E5.3 Comparison of Tenders

Tenders will be compared in Indian Rupees (INR) only. This will be achieved by converting the Foreign Currency portion into Rupees at the selling Rate of Exchange at the close of business of the State Bank of India on the day twenty-eight days before the last date of bid submission of Tender, and then adding the same to the Rupee portion of the Tender.

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.

E5.5

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

The fixed Lump sum price quoted by the tenderer for Schedule- 'A, B, C and D' converted to Indian Rupees as per Tender provision.

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 or alternative offer. Variations, deviations, alternative offers 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 Comparison of Bids

E6.1 The Employer shall compare the substantially responsive bids established in accordance with E5 to determine the total score of each bid and highest total score.

E7 Qualification of the Bidder

E7.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the bid with highest total score and substantially responsive bid either continues to meet the qualifying criteria specified in the NIT and Annexure-01 of ITT.

E7.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to clause 1.1.3.2.A's Notes – point (k).

E8 Employer's Right to Accept Any Bid, and to Reject Any or All Bids

E8.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

E9. Indigenization

E9.1 Tenderers are encouraged to involve domestic firms in the Contract Organization and design processes.

F Award of Contract

F1 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 been determined to score Highest Total Score as per paragraph E5, is considered to be acceptable.

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 Tender with Highest Score 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 under Clause 3.2 of the GCC 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 in writing that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Consultant in consideration of the execution, completion, maintenance and guarantee of the works by the Consultant as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of Acceptance" will be issued under signature of **Executive Director/NMRC**. 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 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 and discharge / return their tender securities.

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 with in 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 will be **5%** of the Contract Price. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance/Award.

in any one of the following forms:

- a) Bank draft in favour of "Noida Metro Rail Corporation Ltd.", payable at "Noida/ Greater Noida/ Delhi" from a Scheduled Commercial Bank based in India, or
- b) Fixed Deposit Receipt of a Scheduled Commercial Bank / Post Offices based in India duly pledged in favour of "Noida Metro Rail Corporation Ltd.", or
- c) Irrevocable bank guarantee in the prescribed format, given in Contract Forms (Volume-2), issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign bank.

State Bank of India (SBI)

Sector 18, Noida, Gautam Budh Nagar, Uttar Pradesh - 201301

IFSC Code; SBIN0004077

In case of joint venture/consortium, the Performance Security is to be submitted by lead member will be accepted.

The Performance Guarantee should be valid for a period of 06 (six) months beyond the Defect Liability Period according to clause 3.2 of GCC.

The Performance Bank Guarantee as above shall be encashable in any branch of the Issuing Bank located in Delhi, Noida or Greater Noida region only.

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 F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

Annexure-01 of ITT – Evaluation and Qualification Criteria

1. Evaluation Process based on Quality & Cost Based System (QCBS)

- a) The Employer will carry out technical evaluation of proposals on the basis of their responsiveness to the bid document, applying the evaluation criteria, sub-criteria, and weightages/ point system specified in the bid document. Each responsive Proposal will be given a technical score (St).
- b) Evaluation in this section shall be carried out only for those Bidders who have qualified the Minimum Eligibility Criteria in 1.1.3.2 of NIT. Bidders who do not qualify the Minimum Eligibility Criteria will not be invited for the presentation NMRC, as mentioned below in Table 5.
- c) The qualified bidders will be evaluated and awarded marks as per the marking system specified in this tender document. Each responsive proposal shall be attributed a Technical Score (St).
- d) A Proposal shall be rejected at this stage if it does not respond to important aspects of the bid document, and particularly the scope of work or if it fails to achieve the minimum technical score of 70% (i.e. 385 marks out of 550 marks). However, if the number of such shortlisted bidders is less than two, then NMRC may, in its sole discretion, pre-qualify the next bidder (2nd in QCBS evaluation) whose technical score is less than 70%.
- e) In this section, Stage-I (Technical Evaluation) carries weightage of 80 %, Stage-II (Financial Evaluation) carries weightage of 20 % and the Bidder with the Highest 'Total Score' calculated in Stage-III, shall be qualified for award of work.
- f) Offers, deviations, and other factors that are more than the requirements of the RFP documents or will otherwise result in the accrual of unsolicited benefits to the Employer shall not be considered in the Bid evaluation.
- g) The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have quoted rates for all schedules/sub-schedules of the BoQ) and without any computational error.

2. First Stage: Technical Evaluation (Maximum Marks = 550)

The Technical Proposals are given an absolute technical score (Ta out of maximum 550) based on the evaluation criteria in Section III: Evaluation and Qualification Criteria – Marking and Scoring System. However, to normalize this w.r.t. Financial Score Sf below, a relative Technical Score (St) based on their relative ranking shall be calculated. The highest evaluated Technical Score (Ta-max) is assigned the maximum relative Technical Score (St) of 100 (Hundred). The formula for determining the relative Technical scores (St) of all other Proposals is as follows:

$$St = 100 \times Ta / Ta\text{-max}$$

where,

"St" is the relative Technical score calculated,

"Ta-max" is the highest evaluated absolute Technical Score,

"Ta" is the absolute Technical Score of the proposal under consideration

The purpose of the Mark system is to be able to put the Bidder into a "pecking order" of capability. As much as possible criteria, for awarding Marks have been laid down based on the assignment requirement.

Sr. No.	Criteria	Maximum Marks Assigned	Refer Form
1	Number of Years after Establishment of the Firm	30	
2	Detailed Design Consultancy Services of Elevated/Underground stations from a Single Contract during the last 10 (Ten) years i.e. up to one month prior to last date of bid submission date in Metro/RRTS/High-Speed/ Railways Projects.	250	
3	Relevant experience of Key personnel in the Detailed Design of Elevated Viaducts/Double-Decker Viaducts and Elevated Stations in the Metro/RRTS/High-Speed/Railways.	160	
4	Employment of Key Personnel with the Firm. (Employee Strength)	60	
5	Presentation to NMRC and Submission of Document: The Document shall include Bidder's understanding of the Scope of the Assignment, the Methodology Proposed to be adopted for carrying out the Assignment including Quality- Related Aspects, the Work Plan, and a tentative Deployment Schedule of Key Experts.	50	
	Maximum Technical Marks	550	

3. Second Stage: Financial Evaluation (Maximum Marks = 100)

The bidders who have secured the minimum qualifying marks in the technical evaluation will be informed by e-mail the date and time of opening their financial proposals, with a request to them to attend the same. Financial Proposals shall be opened in the presence of the bidders' representatives who choose to attend.

The evaluation committee appointed by employer will carry out financial evaluation. The Financial Proposals are given cost-score based on the relative ranking of prices, with the lowest evaluated Financial Proposal (Fm) being assigned the maximum financial score (Sf) of 100 (Hundred). The score for each other Financial Proposal is inversely proportional to its price. The formula for determining the financial scores (Sf)

of all other Proposals is as follows:

$$Sf = 100 \times Fm / F$$

Where:

“Sf” is the financial score of the Financial Proposal being evaluated,

“Fm” is the lowest price quoted in the Financial Bid,

“F” is the price quoted in the Financial Bid under consideration

4. Combined and Final Evaluation

Final evaluation will be based on the combined score obtained by each bidder and shall be ranked highest to lowest in accordance with their total scores obtained. The bidder who obtains the maximum total score would be ranked highest and the one who obtains the lowest score would be ranked lowest. The Total Score (Ts) of each bidder will be obtained by adding Technical Score (St) and Financial Score (Sf) as under:

Total Score (Ts) shall be calculated as under:

$$(Ts) = St \times 0.8 + Sf \times 0.2$$

where:

Ts: Total Score of the bidder,

St: Technical Score of the bidder,

Sf: Financial Score of the bidder

All scores shall be calculated up to two decimal places only.

The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

Further, in case of same technical score, the bidder who has more average annual turnover in consultancy work as per Eligibility and Qualification Criteria shall be considered for the award of work.

The ‘Total Scores’ shall be calculated and the Bidder with the Highest ‘Total Combined Score’ shall be qualified for award of work.

5. Marking and Scoring System

TABLE-1: Establishment of the Firm (Maximum Marks = 30)

(In the case of JV/Consortium, the credentials of partner having highest no. of years after the Establishment will be considered and marks will be assigned accordingly).

Sr. No.	Criteria	Distribution of Marks	Remarks
1.	Number of years after the Establishment of the Firm.	5 to 10 years: 15 marks	Certificate from Auditor / Chartered Accountant shall be submitted. The period shall be considered from the date of certificate of incorporation / Statutory Registration Certificate / Shop Act License Certificate (as the case may be) of the bidder.
		>10 years up to 15 years: 22 marks.	
		>15 years: 30 marks.	

TABLE-2: “Detailed Design Consultancy Experience” (Maximum Marks = 250)

(In the case of JV/Consortium, combined no. of stations in single contract each shall be considered and accordingly marks will be assigned) (For this marking design of elevated stations mean Detail Design of Elevated/Underground Stations involving Architectural, Structural and MEP designs.

Sr. No.	Criteria	Distribution of Marks
1.	Detailed Design Consultancy Services of Elevated/Underground stations from a Single Contract during the last 10 (Ten) years i.e. up to one month prior to last date of bid submission date in Metro/RRTS/High-Speed/Railways Projects.	Design of elevated stations of minimum 08-10 in single contract or meeting eligibility criteria: 200 marks
		Design of elevated Stations of 11-16 No. in single contract: 225 marks
		Design of elevated stations of 17 or above in single contract: 250 marks

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).

TABLE-3: - Key Personnel Marking (Maximum Marks 160)

Sr. No.	Position	Minimum Requirement in Nos.	Minimum Educational Qualification	Minimum post qualification Experience after Minimum Qualification (years)	Minimum Post-Qualification Relevant Experience after Minimum Qualification (years)	Distribution of Marks for acquiring Minimum Post-Qualification Relevant experience after Minimum Qualification (Maximum Marks = 160)
1	Project Leader	1	B.Arch./B.E. Civil	20	15	15 years or above of relevant experience:14 Marks
						20 years or above of relevant experience :16 Marks
2	Team Leader Structure	1	M.E./MTech. (Structure)	15	10	10 years or above of relevant experience:09 Marks
						15 years or above of relevant experience :11 Marks
3	Team Leader Architecture	1	B.Arch.	15	10	10 years or above of relevant experience:09 Marks
						15 years or above of relevant experience :11 Marks

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).

4	Team Leader E&M	1	B.E./B.Tech. (Elec)	15	10	10 years or above of relevant experience:09 Marks
						15 years or above of relevant experience :11 Marks
5	Team Leader Traction	1	B.E./B.Tech. (Elec)	15	10	10 years or above of relevant experience:09 Marks
						15 years or above of relevant experience :11 Marks
6	Expert Viaduct Design	1	M.E./ M.Tech. (Structure Engineer)	12	10	10 years or above of relevant experience:08 Marks
						12 years or above of relevant experience :10 Marks
7	Expert Station Design	1	M.E./ M.Tech. (Structure Engineer)	12	10	10 years or above of relevant experience:08 Marks
						12 years or above of relevant experience :10 Marks
8	Expert Geotech & Foundation Design	1	M.E./ M.Tech. (Geootech)	12	10	10 years or above of relevant experience:08 Marks
						12 years or above of relevant experience :10 Marks

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).

9	Expert Architect Station layout	1	B. Arch	12	10	10 years or above of relevant experience:08 Marks
						12 years or above of relevant experience :10 Marks
10	Expert Architect Finishing	1	B. Arch	12	10	10 years or above of relevant experience:08 Marks
						12 years or above of relevant experience :10 Marks
11	Expert Plumbing	1	B. Arch/ B.E. Civil	12	10	10 years or above of relevant experience:08 Marks
						12 years or above of relevant experience :10 Marks
12	Expert E&M Building Works	1	B.E (Elec)	12	10	10 years or above of relevant experience:08 Marks
						12 years or above of relevant experience :10 Marks
13	Expert Fire Services	1	B.E (Elec)	12	10	10 years or above of relevant experience:08 Marks
						12 years or above of relevant experience :10 Marks

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).

14	Expert HVAC	1	B.E (Elec)	12	10	10 years or above of relevant experience:08 Marks
						12 years or above of relevant experience :10 Marks
15	Expert Traction	1	B.E (Elec)	12	10	10 years or above of relevant experience:08 Marks
						12 years or above of relevant experience:10 Marks

Note:

1. Key personnel proposed by the bidder must qualify for all minimum requirements stipulated above for its category. In case any of the proposed key personnel by the bidder do not meet the minimum requirements stipulated above for its category, the overall score of such key personnel shall be evaluated as NIL.
2. CV's are to be submitted as per the position given above.
3. CV's must be submitted with the consent/declaration of the individual and CV's submitted without the consent of the individual shall not be considered for evaluation and given zero marks.
4. Relevant experience for key personnel will be working in Design of Metro Stations (Elevated/Underground) & Viaduct.
5. In case of submission of false information, Noida Metro shall enforce all or any of the below three punitive action on its sole discretion.
 - Confiscate the bid security amount
 - Debar the Consultant for 10 years from participating in the bid of Noida Metro
 - Blacklist the individual
6. Not more than 25% of proposed CV's in bid document will be allowed for substitution at the time of deployment. The substituted CV's shall meet the minimum qualifying criteria or shall be better qualified than the minimum qualification criteria.
7. Bidders are required to submit detailed CVs of the proposed key personnel for each of the key positions as per the format given in **Appendix-5**. The copies of self-attested degree certificates must be enclosed with the CV to substantiate the fulfillment of minimum qualifications. The proposed key personnel are also required preferably to submit a service certificate issued by the Employer to substantiate the fulfillment of work experience. In case of any discrepancy found during the bid evaluation process, Noida Metro can verify the said declaration/part of the declaration from the owners of the project. Any such wrong declaration by the personnel found during verifications, Noida Metro has the right to reject such bids.
8. Consultants shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert Position.
9. Assignments carried out by the Key Personnel shall be submitted in detail with documents for evaluation.
10. The degree qualification means a full-time degree from a recognized institute. The qualification other than degree shall be supported by the certified document for its equivalency to degree which shall be duly recognized by Govt. of India.

TABLE-4: Employment of Key Personnel with the Firm. (Maximum Marks = 60)

(In case of JV/Consortium, combined strength of personnel shall be considered and accordingly marks will be assigned)

Sr. No.	Criteria	Marks Distribution for Min. Key Personnel employed working with bidder	Remarks
1	Employment of Key Personnel with the firm (refer 1.1.3.2.1 of NIT) (Max = 55 marks)	5-10 Nos - 20 marks	Certificate including list of employee (Maximum 20 Nos.) from Auditor/Chartered Accountant and HR Head and Latest Form-16 of Employee and Latest PF return/challan of Employees.
		11-15 Nos - 40 marks	
		16-20 Nos - 60 marks.	

** Only Key person meeting Eligibility Criteria mentioned in Section-III A and are currently working with bidder for at least 1 year as on date of notification of this bid shall qualify for marks allotted in this section. CV's for all such employee shall be submitted as per bidding form. **Bidder shall not submit more than 20 CV's for marks against this section.***

TABLE-5: Presentation to Noida Metro and Submission of Document: (Maximum Marks – 50)

Sr. No.	Criteria	Distribution of Marks Grading & Percentage Marks 1. Excellent – 100% 2. Good – 75% 3. Average – 50% 4. Below Average – 25%
1	Presentation to Noida Metro and Submission of Document: The Document shall include Bidder's understanding of the scope of the Assignment, the methodology proposed to be adopted for carrying out the Assignment including quality related aspects, a work plan, and a tentative deployment schedule of Key Experts. (Max 50 Marks)	Critical Tasks in the Project and Action Plan - 12 Marks
		Similar Works Executed and Challenges Faced & Innovative Approach Suggested to resolve them – 12 Marks
		Green Building Design – 12 Marks
		Timeline and Program Management – 06 Marks
		Quality Intervention & Innovations – 03 Marks
		Quality of Overall Presentation – 05 Marks

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).

ANNEXURE - 02

DELETED

Annexure-03 [As per clause C6.1]

Requirements for Tenderer's Technical Proposals

- 1) The Tenderer's attention is drawn to Clause 3 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 Employer's Requirements in all respects. The Tenderer's Technical Proposals shall demonstrate such compliance. The Tenderer's Technical Proposals shall establish firmly the intended design the Specifications for the Permanent Works.
- 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 1.1.3.2 D 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 one year months and all members of Expertise team shall be regular employees).
 - Details of design facilities, together with their location.

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).

The above details should be submitted separately for Architecture, Structures (Design of Stations and Proof Checking of Viaduct), E&M Building Services, Traction work, RSS and Augmentation of Existing Depot. The offer should cover the entire Scope of Work, as laid out in tender documents.

Annexure-4 [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 Designs and Contracts. The Works Programme shall show achievement of all Key Dates and Works Area Access Dates.
- 3) The Tender Programme shall include of the Tenderer's Design Submission Programme 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 that 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 organisation, construction and completion of the Works.

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).



NOIDA METRO RAIL CORPORATION LIMITED

CONTRACT NO: NMRC/Projects/NGNEDDC/2025/415

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).

VOLUME-1

Forms of Tender (FOT)

**NOIDA METRO RAIL CORPORATION LTD.
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

TABLE OF CONTENTS

Form of Tender (FOT)

S. No.	Clauses	Page No.
1.	Form of Tender	4
2.	Appendix-1: Requirement under Conditions of Contract	7
3.	Appendix-2: Bill of Quantities/Pricing Document	9
4.	Appendix-3: General Information about the Tenderer	10
5.	Appendix-3A: Undertaking by JV/Consortium members	12
6.	Appendix-4: Staffing Schedule & Organization Chart	13
7.	Appendix-5: Curriculum Vitae (CV) of Key Personnels	14
8.	Appendix-6: Details of Key Personnel to be Deployed	15
9.	Appendix-7: Tender Index	17
10.	Appendix-8: Undertaking for Corrupt and Fraudulent Practice	18
11.	Appendix-9: Undertaking for Blacklisting/Deregistration	19
12.	Appendix-10: Copyright Undertaking	20
13.	Appendix-11: Performa for statement of minor deviation	21
14.	Appendix-12: Financial Data	22
15.	Appendix-13: Financial Data – Consultancy Work	24
16.	Appendix-14: Work in hand	25
17.	Appendix-15: Work Experience	26
18.	Appendix-15A: Summary of information provided in Appendix 15	27
19.	Appendix-16: Affidavit for Unaudited Balance Sheet	28
20.	Appendix-17: Undertaking	29
21.	Appendix-17A: Undertaking	30
22.	Appendix-18: Undertaking for not being penalized in a Contract	32
23.	Appendix-19: Undertaking for Financial Stability	33
24.	Appendix- 20: Undertaking for Downloaded Tender Document	34
25.	Appendix-21: Format for Certificate to be Submitted / Uploaded by Tenderer Along with the tender documents	35
26.	Appendix-22: Undertaking as per Clause 1.1.3.1 ix (d) of NIT	36
27.	Appendix-23: Performa for Submission of the List of the Goods, Works & Services Tentatively proposed to be offered with Local Value Addition	37
28.	Appendix-24: Tender Security	38

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).

29.	Appendix-25: Undertaking against Restriction of Bidders from Countries sharing Land Borders with India	39
30.	Appendix-26: Pending Litigation as per Clause 1.1.3.1 v(f) of NIT)	40
31.	Appendix-27: Tentative Project Implementation Programme	41
32.	Appendix-28: Tenderer's Technical Proposals	42

FORM OF TENDER

Date:

To,

Executive Director,
Noida Metro Rail Corporation Ltd.,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India

NMRC/CIVIL/NGNEDDC/415/2025: “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).

CONTRACT PACKAGE: NMRC/Projects/NGNEDDC/415/2025

GENTLEMEN,

1. Having inspected the Site, examined the General Conditions of Contract, Special Conditions of Contract, Scope of Work, Standard Documents, Reference Drawings 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 hereto, and having completed and prepared Appendices 1, 2, 3, 3A, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 15A, 16, 17, 17A, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 & 28 hereto, we hereby offer for “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)” and remedying any defects therein, in conformity with the above documents within the completion period of **60 months** (from the date of commencement of operations) for the sum stated in the Financial Package (Volume 3 of Tender Documents) as completed by us and appended hereto.
2. We undertake
 - a. to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto and
 - b. If this tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix-1 hereto; and
 - c. to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the NMRC in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this 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).

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.
5. We understand that you are not bound to accept the Highest Score Tender or any tender you may receive.
6. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work 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.
7. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The courts at Noida will have exclusive jurisdiction in the matter.
8. We acknowledge that the Appendix forms an integral part of the Tender.
9. We understand and agree that liquidated damages will be levied upon us as per rate/amount decided by you for damages likely to be suffered by you in the event of the work not being completed in time.
10. If our Tender is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

We are, Gentlemen,

Yours faithfully,

Signature

Witness:

Date _____

Signature _____

Name _____

Date _____

For and on behalf of _____

Name _____

Address _____

Address _____

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).

Signature: _____

Witness: _____

Date _____

Signature _____

Name _____

Date _____

For and on behalf of _____

Name _____

Address _____

Address _____

*** Note:**

If the Tenderer comprises a partnership, joint venture or consortium:

- (a) the provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. partnership, joint venture or consortium)
- (b) the liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several.
- (c) an authorized representative of each member must sign the Tender.
- (d) Signature on the Form of Tender shall be witnessed and dated.
- (e) Copies of the relevant power of attorney shall be attached.

APPENDIX-1

[REQUIREMENTS UNDER CONDITIONS OF CONTRACT (GCC & SCC)]

S.No.	DESCRIPTION	REF TO CLAUSE NO.	REQUIREMENT
I	Amount of Tender Security	Clause 1.1.2 of NIT and C18 of ITT	Rs. 24.21 lakhs
II	Amount of Performance Guarantee	Clause F5 of ITT & 3.2 of GCC	5% of the Contract Price in types and proportions of currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the Contractor over and above the contract price, the Performance Security shall be adjusted in accordance with clause 3.2 of GCC
III	'Date for commencement' of the Works	Clause 3 of the SCC	The date of Commencement for all 03 Extension Corridor Projects shall be the date of Notice to Proceed for that particular Project issued by NMRC.
IV	'Time for completion' of the work from the date of commencement of the work	Clause 3 of the SCC	The whole of the scope of work has to be completed within 60 months .
V	Liquidated Damages	Clause 16 of GCC & Clause 4 of the SCC	Liquidated damages shall be levied as per the rate given in Volume-04 Pricing Documents for not achieving the respective key date. The maximum limit of Liquidated Damages shall be 10% of the Fixed Lump Sum Price of the Contract.
VI	'Duration of Liability' for the whole of the Works (Defect Liability Period)	Clause 12 of GCC & Clause 2 of SCC	24 months reckoned from the date the Stations and viaduct are brought into use for the carriage of the fare-paying public.

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).

VII	Amount of Professional Indemnity Insurance (PII).	Clause 36 of GCC and SCC	AOA (any one accident) limit in INR equal to the contract value in respect to all works covered under scope of work to be carried out by, or on behalf of them with AOY (any one year) limit of two incidents in a year. PII Policy shall be obtained within four weeks from 'date of commencement' and before any payment is released to DDC. Wherever the DDC submits policy for shorter period / annual renewable policy, the same shall be renewed before its expiry date. In such situation, the performance guarantee shall be retained till required validity period. The DDC's submission of such shorter period / renewable policy shall be construed as their irrevocable consent for retention of the performance guarantee.
VIII	Period in which all insurances have to be affected	Clause 36 of GCC	Within 4 weeks from the "date of commencement"
IX	(a) Contractor's Name and Address	Clause 8 of the SCC	(Tenderer shall furnish the details)
X	(b) Employer's Name and Address	Clause 8 of the SCC	Executive Director Noida Metro Rail Corporation Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India

Date:

..... Signature of authorized Signatory of Tenderer

Place:

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 Volume 4 (i.e., Pricing Document).

Signature of authorized signatory of Tenderer

FORM OF TENDER - APPENDIX 3

GENERAL INFORMATION ABOUT THE TENDERER

A. TENDERER INFORMATION SHEET		
Tenderer's Legal Name		
Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / LLP / Private Limited Company / Public Limited Company (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)	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.)		
Note: Tenderer's authorized 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.		
FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) : <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. Note: Tenderer's authorized 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.		

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

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).

B. JV/CONSORTIUM MEMBER INFORMATION	
MEMBER – 1	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / LLP/ 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 signatory (name, designation, address)	
MEMBER – 2	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / LLP/ 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 signatory (name, designation, address)	

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

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(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.

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).

FORM OF TENDER - APPENDIX 4
STAFFING SCHEDULES AND ORGANISATION CHART

We hereby confirm to deploy the minimum manpower as per Figure 1 of NIT.

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

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

FORM OF TENDER- APPENDIX 5

(Curriculum Vitae (CV) of Key Personnels as per para 7 of Notes of Annexure-01 – Eligibility and Qualification Criteria)

1. General:

Position Title and No.: _____

Name of Key Expert: _____

Name of the Firm proposing the Expert: _____

Date of Birth: _____

Country of Citizenship/Residence _____

2. Education:

-
-
-
-

Trainings

3. Employment Record Relevant to the Assignment:

<i>Period</i>	<i>Employing organization and your title/ position</i>	<i>Country</i>	<i>Summary of activities performed relevant to the Assignment</i>
---------------	--	----------------	---

4. Membership in Professional Associations and Publications:

5. Language skills:

	Speaking	Reading	Writing
English	_____	_____	_____
Hindi	_____	_____	_____

6. Adequacy for the Assignment:

7. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

This CV correctly describes my qualifications and my experience; I understand that any misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature:

FORM OF TENDER- APPENDIX 6

DETAILS OF KEY PERSONNEL TO BE DEPLOYED

S.N.	Discipline	Name	Age	Qualification	Proposed Position	Experience in the Field of Specialization in years	Total Experience (in Yrs.)
1	2	3	4	5	6	7	8
A.	Project Leader						
B.	Lead Structural						
C.	Lead Architect						
D.	Lead Traction						
E.	Lead E&M						
F.	Expert – Viaduct Design						
G.	Expert - Station Design						
H.	Expert – Geotech & Foundation Design						
I.	Expert Architect Station layout						
J.	Expert – Architect Finishing						
K.	Expert - Plumbing						
L.	Expert – E&M Building Works						
M.	Expert – Fire Services						
N.	Expert - HVAC						
O.	Expert - Traction						

Note:

1. Detailed CVs of Key Personnel must be attached.
2. The minimum number of manpower required to be deployed including their qualifications, similar nature of experience and total experience for this Contract

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).

exclusively for each category, must be implemented

3. Interface Officer may be Officer having experience of coordinating with designated contractors and Departments (RDSO, CRS, Civil, Electrical & Signal dept) in a Metro/ Railway environment.
4. B.E. qualification means Bachelor of Engineering or Bachelor of Technology or Bachelor of Science (Engineering) or any other equivalent name of at least 4 years professional course after 10+2 or 12 years of formal course of Education and M.E./MTech in Structural Engineering means 2 years post-graduate degree in Structural Engineering after successful completion of Bachelor of Engineering (Civil).
5. Minimum Deployment should be at least as per requirement of qualifications of the tenderer.
6. For specified field of specialization, positions at **A to E** must have at least previous experience in the field of designing Metro Elevated/Underground Stations for the years mentioned in Table-3 of Annexure-01 of ITT.

FORM OF TENDER - APPENDIX 7

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 8
(As Per A4.4 of ITT)

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 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.

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).

FORM OF TENDER - APPENDIX 9
(As Per A4.6 of ITT)

UNDERTAKING FOR BLACKLISTING / DEREGISTRATION

We do hereby undertake that none of the Central / State government department / public sector undertaking / other government entities or local body has banned business with us as on the date of tender submission. Also, none of the work has been rescinded / terminated by NMRC after award of contract to us during last 10 years due to our non-performance.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

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).

FORM OF TENDER - APPENDIX 10

COPYRIGHT UNDERTAKING

Date

To,

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

LETTER OF UNDERTAKING

NMRC/Projects/NGNEDDC/415/2025: “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).”

We, (name of tenderer) hereby undertake that the tender drawings, both in hard copy and digitized format, and the 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 design of the temporary and permanent works.

We further undertake that the aforesaid tender drawings and 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)

FORM OF TENDER - APPENDIX 11

PERFORMA 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 financial package (Yes/No)

Note:

1. The Tenderer shall indicate price adjustment against each deviation in **Annexure-11A** 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

FORM OF TENDER – APPENDIX 12

Financial DATA

Applicant's legal name Date

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

Each Applicant must fill in this form

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits before Taxes					
6.	Annual Profits after Taxes					
7.	Net Worth= [1 - 3]					
8.	Liquidity = [2 - 4]					
9.	Return on Equity					
10.	Annual turnover (from Detailed Design Consultant / Proof checking works of Civil, Architectural and Building Services including E&M works and consultancy works)					
11.	Gross Annual turnover					

Notes:

Attach copies of the audited balance sheets, including all related notes, income statements for the last five 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 (along with UDIN number) be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.

4. Historic financial statements must be complete, including all notes to the financial

statements.

5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2020, 2021, 2022 and 2023 and 2024.

6. Return on Equity = Net Income / Shareholders Equity, Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Shareholders equity does not include preferred shares.

7. This Appendix-12 of FOT shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp, membership number and Firm Registration Number along with UDIN number.

8. The Years mentioned in the table are indicative only. Financial Data for latest last 5 (Five) audited financial years shall be considered for evaluation.

However, the tenderer including all substantial members of JV / Consortium should have been incorporated more than three years earlier from the last day of the previous month of tender submission. In this case, for such tenderer, the average annual turnover shall be arrived considering 'nil' turnover for the financial year(s) for which tenderer was not able to submit audited balance sheet on account of non-incorporation of tenderer. Such data shall be divided by 5 to work out the average annual turnover.

9. For Financial in case of Foreign participant, converted figures into INR will be required with CA certification.

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).

FORM OF TENDER – APPENDIX 13

[As per Clause E4.2]

FINANCIAL DATA – Consultancy Work

(Work done during the last five financial years)

**NAME OF THE BIDDER
(CONSTITUENT MEMBER IN
CASE OF JV/CONSORTIUM)**

:

(All amounts in Rupees in Crores)

S. No.	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2019-20	Year 2020-21	Year 2021-22	Year 2022-23	Year 2023-24
1	2	3	4	5	6	7
	Total value of Detailed Design Consultant / Proof checking works of Civil, Architectural and Building Services including E&M works and consultancy works done as per audited financial statements					

NOTE:

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.
3. All such documents reflect the financial data of the tenderer or member in case of JV/Consortium, and not that of sister or parent company.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e., 2020, 2021, 2022 and 2023 and 2024.
6. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp & membership number, UDIN No. and Firm Registration Number.
7. The above financial data will be updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
8. The Years mentioned in the table are indicative only. Financial Data (updated as per Note 7 above) for latest last 5 (Five) audited financial years shall be considered for evaluation. -If audited balance sheet of any year is not submitted, the tender will be considered as non-responsive.
9. Only Completed work will be considered, partial completion work will not be accepted.
10. Foreign Participants, Value should be in INR only (converted).

FORM OF TENDER APPENDIX 15
WORK EXPERIENCE

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

Group Member's legal name.....Page of pages

For works as stipulated under clause no. 1.1.3.2 of NIT (considering escalation as per Clause 1.1.3.2 of Notes Bullet no.3 of NIT)

Specific Construction Experience		
Similar Contract Number ____ of ____ required		
Contract Identification		
Award date		
Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV- Consortium member/sub- contractor)	Individual	JV/Consortium 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 below)	% participation	In equivalent INR at _____ price level

1.1 NOTE:

1. Only the value of contract as executed by the tenderer/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.
2. Separate sheet for each work along with Clients Certificate to be submitted.

FORM OF TENDER - APPENDIX -15A
Summary of Information provided in
Appendix 15

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 last date 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.

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).

FORM OF TENDER

APPENDIX-16

(Affidavit for Unaudited Balance Sheet as per First Bullet of Notes of Financial Standing criteria Clause 1.1.3.2 B of NIT)

DELETED

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).

FORM OF TENDER - APPENDIX 17
(Undertaking as per clause 1.1.3.1 v(a) & v(b) of NIT)

(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)

We do hereby undertake that NMRC/ Any Other Metro Organization (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 Organization (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 or constituent member In case of JV/Consortium by the authorized signatory of the constituent member counter signed by the authorized signatory of the tenderer.

FORM OF TENDER- Appendix- 17A

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

(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)

- (i) We do hereby undertake that following is the list of all the on-going Detailed Design Consultancy works awarded by NMRC/ any other Metro Organization (100% owned by Govt.) of value more than 40% of NIT cost of work and the list of completed Detailed Design Consultancy Works awarded by NMRC/ any other Metro Organization (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.N.	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					

* Strikethrough 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

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).

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 JV/Consortium member(s) has reported four or less number of works in the Appendix 17A then there should not be any unsatisfactory performance in any of the works of tenderer or any of the constituent JV/Consortium member(s). Otherwise, the tenderer including the constituent JV/Consortium member(s) shall be considered ineligible for participating in tender process. In other cases, if the Overall Performance of tenderer or any of the constituent JV/Consortium member(s), in more than 20% of the works reported in the Appendix 17A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent JV/Consortium member(s) 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.
- 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 of facts with regards to performance in any of the works reported above, the same will be considered as "fraudulent Practice" under Clause 37 of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 37 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 member counter signed by the authorized signatory of tenderer.

Stamp & Signature of Authorized Signatory

Example:

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

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).

FORM OF TENDER - Appendix- 18
(Undertaking as per clause 1.1.3.1v (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 the works awarded by NMRC/ any other Metro Organization (100% owned by Govt.) of value more than 10% of NIT cost of work executed either individually or in a JV/Consortium during last three years (from the last day of previous month of the tender submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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.

FORM OF TENDER - Appendix- 19
(Undertaking as per clause 1.1.3.1.v (e) of NIT)
(UNDERTAKING FOR FINANCIAL STABILITY)

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years (from the last day of previous month of the tender submission).

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.

FORM OF TENDER-Appendix- 20
UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents / 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 up to the date of opening of bids on the e-tendering portal <http://etender.up.nic.in>. We confirm that we have considered for these in our tender submission and our financial bid. We confirm our unconditional acceptance to all the terms and conditions of tender document.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

FORM OF TENDER- APPENDIX 21

**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER
ALONG WITH THE TENDER DOCUMENTS**

I..... (*Name and Designation*) ** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of _____ (*NMRC*)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
4. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
5. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
6. I/we understand that if the contents of the affidavit submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto five year. Further, I/we (*insert name of the tenderer*) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
7. I/we also understand that if the contents of the affidavit submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.
8. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

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% / 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.

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).

FORM OF TENDER- Appendix- 23

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	% of Local content

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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).

FORM OF TENDER- Appendix-24
Details of Bank Account for refund of Tender Security/EMD

(Application if EMD/Tender Security deposited through Demand Draft/Banker's Cheque/RTGS/NEFT/IMPS)

1. Name of the Firm/Bidder:
2. Complete Address:
3. Name of the Bank:
4. Branch:
5. Address of the Bank Branch:
6. Name of the Account holder in Bank:
7. Account Type:
8. Account Number:
9. IFS Code of the Bank Branch:
10. Whether a copy of cancelled Cheque of the bidder / Firm submitted: Yes or No
(please Tick)
(A copy of cancelled cheque to be enclosed)

**Signature of the Authorized person of the
Bidder with seal & Date**

Note:

- a) EMD/Tender Security will be refunded through NEFT/RTGS/IMPS/DD/Banker Cheque/any other mode of payment, in the name of firm and bank account mentioned in this appendix, which shall be of same firm and account through which EMD/Tender Security has been paid to NMRC.
- b) EMD/Tender Security shall be paid in compliance with ITT Clause C18.

FORM OF TENDER
Appendix- 25
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:

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 of GCC and this would be a ground for immediate termination besides taking further action as per Clause 37/legal action in accordance with law.

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).

FORM OF TENDER - Appendix- 26

(Pending Litigation as per Clause 1.1.3.1 v(f) of NIT)

(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)

Applicant's legal name

Date.....

JV/Consortium Member's legal name.....

Page Of..... Pages

Net Worth of the tenderer/ JV/Consortium Member INR*Crore during last audited financial year

S. No.	Contract Identification	Year of award	Year of Dispute	Total completed cost (current value in case of ongoing work) (INR*)	Total amount in dispute (Including claims & counterclaim) (INR*)	Applicant's percentage participation (In case of work executed by the applicant in JV/Consortium)	Applicant's share of disputed amount (INR*)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = (7) * (6)
	Contract Identification: Name of Employer: Address of Employer: Matter in dispute: [indicate main issues in dispute] Status of dispute: [indicate if it is under Arbitration or being dealt with by the Judiciary]						
1							
2							
		Add required number of rows					
		Total of amounts of all contracts in dispute (INR*)					
		Percentage of net worth					

** or respective currency*

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. In case of JV/Consortium, this information shall be submitted by each member of the JV/Consortium.
2. This information 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.

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).

FORM OF TENDER – APPENDIX 27

[As per clause C8]

TENTATIVE PROJECT IMPLEMENTATION PROGRAMME

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

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).

FORM OF TENDER - APPENDIX 28
TENDERER'S TECHNICAL PROPOSALS

The Tenderer shall prepare his Technical Proposals based on the contents of **Annexure-3** to the Instructions to Tenderers.