

CONTRACT NO: NGNDD01

TENDER DOCUMENTS

VOLUME-1

FORM OF TENDER (FOT)

CONTRACT NGNDD01

FORM OF TENDER

Date:

To:

The General Manager/ Technical,
Noida Metro Rail Corporation,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India;

Engagement of Detailed Design Consultant (DDC) for Civil, Architectural and E & M Works of Noida-Greater Noida Metro Corridor from Sector – 51 Noida to Greater Noida Sector – 2; consisting of 9.605 Km viaduct including 5 elevated Stations.

CONTRACT PACKAGE NGNDD01

GENTLEMEN,

1. Having inspected the Site, examined the General Conditions of Contract, Special Conditions of Contract, Reference Documents, Tender Drawings and Instruction to Tenderers including Bill of Quantities, and addenda thereto (if any) issued by the NMRC for the design of the above-mentioned Works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 13A hereto, we hereby (jointly and severally)* offer for “Contract NGNDD01: Engagement of Detailed Design Consultant (DDC) for Civil, Architectural and E & M Works for Sector – 51 Noida to Greater Noida Sector – 2, Greater Noida corridor; consisting of 9.605 Km viaduct including 5 elevated Stations” for Noida Metro Rail Corporation Ltd. and remedying any defects therein, in conformity with the above documents within the completion period of **24 months** (from the date of commencement) for the sum stated in the Financial Package (Volume 3 of Tender Documents) as completed by us and appended hereto.
2. We undertake (jointly and severally)*:
 - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)*; and
 - (b) 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 NGNDD01: Engagement of Detailed Design Consultant (DDC) for Civil, Architectural and E & M Works of Noida-Greater Noida Metro Corridor from Sector – 51 Noida to Greater Noida Sector – 2, Consisting of 9.605 Km Viaduct including 5 Elevated Stations

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 lowest 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 District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
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,

Witness:

Signature: -----

Date -----

Name -----

Address -----

Witness:

Signature: -----

Date -----

Name -----

Signature:

Date -----

Name -----

For and on behalf of

Address

Signature:

Date -----

Name -----

For and on behalf of

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 authorised 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]

S.No.	DESCRIPTION	REF TO CLAUSE NO.	REQUIREMENT
i	Tender security	Clause 1.1.2 of NIT & 4.1 & 4.2 of ITT	
ii	Amount of Performance Guarantee	clause 8.0 of ITT & 3.2 of GCC	10% of the Contract Price in types and proportions of currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the Consultant over and above the contract price, the Performance Guarantee shall be suitably adjusted.
iii	'Date for commencement' of the Works	Clause 3 of the SCC	Date of issue of +Notice of Award by NMRC
iv	'Time for completion' of the work from the date of commencement of the work	Clause 3 of the SCC	The Date of Completion of the services shall be as given in 'Progress Schedule Column' of Payment Schedule (Part - III, Financial Package) of Volume -3 of the contract. The whole of the scope of work has to be completed within 24 months .
v	Liquidated Damages	Clause 16 of GCC & Clause 4 of the SCC	For any delay in any of the activities to be completed as given in Progress Schedule of volume 2 beyond the key date given thereof shall attract a Liquidated Damage per week or part thereof at the rate of 0.35% of the total amount (subject to correction) payable for that activity. 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	Clause 12 of GCC & Clause 2 of SCC	24 months after the date of issue of Completion Certificate for the Whole of the Works.
vii	Amount of Professional Indemnity Insurance (PII).	Clause 36 of GCC	The DDC shall effect and maintain professional Indemnity Insurance (PII) with AOA (any one accident) limit in INR equal to the twice of 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. The insurance which shall ensure the DDC's liability by reason of professional negligence and errors in respect of all works covered under scope of work, shall be valid from the date of commencement of works, until two years after commissioning of work. It is a deemed accepted condition of contract that the

Contract NGNDD01: Engagement of Detailed Design Consultant (DDC) for Civil, Architectural and E & M Works of Noida-Greater Noida Metro Corridor from Sector – 51 Noida to Greater Noida Sector – 2, Consisting of 9.605 Km Viaduct including 5 Elevated Stations

			<p>Consultant indemnifies and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc.</p> <p>The employer will not issue final payment certificate until the DDC has produced evidence that coverage of Professional Indemnity Insurance has been provided for the aforesaid period.</p> <p>In the professional indemnity insurance policy the deductible amount shall not be more than 5% of AOA limit.</p>
viii	Period in which all insurances have to be effected	Clause 36 of GCC	Within 4 weeks from the “date of commencement”
ix	Contract Key Dates	Appendix -1 of the SCC	Date determined based on period given in 'Progress Schedule Column' of Payment Schedule (Financial Package) of Volume -2 of the contract.
X	(a) Contractor's Name and Address	Clause 8 of the SCC	(Tenderer shall furnish the details)
xi	(b) Employer's Name and Address	Clause 8 of the SCC	The General Manager/ Technical, Noida Metro Rail Corporation, Block-III, 3 rd 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

Bill of Quantities & Schedule of Payments (Volume 3 of the tender document) duly completed in all respect is submitted in Financial Package.

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 / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)	
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))	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.)		

FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) :

- 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 authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with NMRC related to the tender.

B. JV/CONSORTIUM MEMBER INFORMATION	
MEMBER – 1	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	
MEMBER – 2	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	

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

FORM OF TENDER - APPENDIX 4

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 laid out in a logical sequence with main and subheadings to facilitate evaluation.

FORM OF TENDER - APPENDIX 5
(As Per Clause 1.6 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.

**FORM OF TENDER - APPENDIX 6
(As Per Clause 1.7 of ITT)**

UNDERTAKING FOR BLACKLISTING / DEREGISTRATION

It is confirmed and declared that we, or any of our associate, have not been blacklisted or deregistered by any central / state government department or public sector undertaking and also that none of our work was rescinded by the client after award of contract during last 10 years.

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.

FORM OF TENDER - APPENDIX 7

COPYRIGHT UNDERTAKING

Date

To:

The General Manager/ Technical,
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

Contract NGNDD01: Engagement of Detailed Design Consultant (DDC) for Civil, Architectural and E & M Works of Noida-Greater Noida Metro Corridor from Sector – 51 Noida to Greater Noida Sector – 2, consisting of 9.605 Km Viaduct including 5 elevated Stations.

We, (name of tenderer / joint venture) hereby undertake that the tender drawings, both in hard copy and digitised 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 Corporation shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or sub contractors of the joint venture are, or will be involved with either in India or any other country.

Signed.....

For and on behalf of
(Name of tender / joint venture)

FORM OF TENDER - APPENDIX 8

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-8A 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 9

TENTATIVE PROJECT IMPLEMENTATION PROGRAMME

(To be submitted by the Tenderer in Technical Package)

FORM OF TENDER - APPENDIX 10

FINANCIAL DATA

(CONSULTANCY WORKS DONE DURING THE LATEST LAST FIVE FINANCIAL YEARS)

NAME OF THE TENDERER (CONSTITUENT MEMBER IN CASE OF JV/CONSORTIUM):

(All amounts in INR (in Lakhs))

Sr. No.	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2014-2015	Year 2015-2016	Year 2016-2017	Year 2017-2018	Year 2018-2019
1	2	3	4	5	6	7
	Total value of Consultancy work 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. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number. along with UDIN no.
5. The above financial data will be updated to **31.12.2019** 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.

FORM OF TENDER - APPENDIX 11

DETAILS OF CONSULTANCY WORKS IN HAND

AS on first day of the month of tender submission

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

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

Name and brief particulars of contract (Clearly indicate the part of the work assigned to the applicant(s))	Name of client with telephone number and fax number	Contract Value In Rupees Equivalent (Give only the value of work assigned to the applicant(s))	Value of balance work yet to be done in Rupee equivalent as on 31.12.2019	Date of Completion as per Contract Agreement	Expected Completion Date	Delay if any, with reason	Value of work to be done in 2020-21 (1 st March 2020 to 1 st March 2022)
<u>TOTAL</u>							

Note:

- The above Annexure shall be certified by Chartered Accountant in original under his signature, stamp and membership number with UDIN no.

FORM OF TENDER- Appendix- 12

Financial DATA

Applicant's legal nameDate

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

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

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
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]	X	X	X	X	
8.	Liquidity = [2 - 4]	X	X	X	X	
9.	Return on Equity					
10	Annual turnover (from Consultancy Works)					
	Gross Annual turnover					

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 certified accountant / Statutory Auditor of the Company under their seal & stamp with UDIN no. and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2014, 2015, 2016, 2017 and 2018.
6. Return on Equity = Net Income / Shareholders Equity
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Shareholders equity does not include preferred shares.
7. The above Annexure shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number.
8. In case the Liquidity is inadequate, the tenderer may submit Banking Reference to establish that they have access to the required working capital.

FORM OF TENDER - Appendix- 13

WORK EXPERIENCE

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

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

For work of DDC (Detail Design Consultancy) of MRTS as per clause no. 1.1.3.2 (A) of NIT (considering escalation as per Clause 1.1.3.2 of Notes Bullet no.3 of NIT)

Specific Consultancy Experience		
Similar Contract Number _____ of _____ required Information		
Contract Identification		
Award date Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV-Consortium member)	Individual	JV Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR at 31.12.2019 price level
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR at 31.12.2019 price level

NOTE:

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

FORM OF TENDER - Appendix -13A

Summary of Information provided in Appendix 13

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 at the price level of 31.12.2019	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.