

TENDER NO: NMRC/CIVIL/DDC/106/2020

TENDER DOCUMENTS

VOLUME-1

INSTRUCTIONS TO TENDERER (ITT)

TENDER No. NMRC/CIVIL/DDC/106/2020

INSTRUCTIONS TO TENDERER

INFORMATION AND INSTRUCTIONS FOR TENDERERS FOR “e-TENDERING” FORMING PART OF BID DOCUMENTS TO BE POSTED ON WEBSITE

- a. The intending tenderers must read the terms and conditions carefully and should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
- b. 2. Information and instructions for tenderers posted on website shall form part of tender documents.

1.0 PROPOSAL

The General Manager/ Technical, NMRC is calling Open on Lump Sum basis for Contract NGNDD01 i.e. Detailed Design Consultancy 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. The proposed corridor is from sec 51 Noida to Greater Noida Sector – 2, i.e. from chainage 0.00 m to 9605.00m, having 5 elevated stations as mentioned below,

S. NO.	NAME OF STATION
1	Sector – 122
2	Sector – 123
3	Greater Noida Sector – 4
4	Ecotech – 12
5	Greater Noida Sector – 2

- 1.1 Detailed Project Report (DPR) of above corridor has been prepared, which may be consulted in the office of General Manager/ Technical, NMRC, Noida, Distt. Gautam Budh Nagar, U. P., on any working day between 09:30 hrs. to 18:00 hrs. The scope of work is described in Volume-2.
- 1.2 The Tenderer shall submit a written power of attorney authorising 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 document with “Apostille” stamp. Also in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.
- 1.3 In case of Joint venture (JV)/Consortium/partnership, your proposal should clearly state that all

the group members in a joint venture; consortium or partnership will be jointly and severally responsible for the performance under the consulting services contract. It should also state which member of the joint venture, consortium or partnership will be acting as lead member on behalf of the joint venture, consortium or partnership in all its relations and communications with NMRC.

- 1.4 In case of Joint venture (JV)/Consortium/partnership, a detailed Memorandum of Understanding (MOU) between the members of the joint venture/consortium/ partnership clearly stating the inter-relationship and division of work between the members should be submitted along with the tender for examination by NMRC. Powers of Attorney from each member shall authorise the lead member to submit the tender and to negotiate the proposal on their behalf. The name of the entity/member in whose favour the payment is to be arranged has to be stated. The MOU shall clearly define the role and responsibility of joint venture/consortium/ partnership.
- 1.5 It should be noted that if tender / any member of the group 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.
- 1.6 If, in connection with the performance of the consulting services, tenderer/ any group member intend 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.
- 1.7 Each Tenderer, or any associate will be required to confirm and declare in the Tender submittal 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. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be paid and that tender price will not include any such amount. The proforma of this undertaking is prescribed in **Appendix-5** 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.
- 1.8 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.
- 1.9 Each Tenderer, or any associate 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-6 of FOT**.

- 1.10 NMRC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or because of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.
- 1.11 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:
- i. A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the project;
 - ii. A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph above; or
 - iii. A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.
- 1.12 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.
- 1.13 **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.
- 1.14 **Cost of Tendering**
- a. 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.
 - b. This tender document is available on the web site <http://etender.up.nic.in> or on NMRC website (www.nmrcnoida.com) to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee of as mentioned in **Data Sheet** through RTGS/NEFT only payable in favour of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Tender processing fee as mentioned in **Data Sheet** will be non-refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

1.15 Acknowledgement by Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

- a. made a complete and careful examination of the e-Bid;
- b. received all relevant information requested from NMRC;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of NMRC;
- d. satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

1.16 Site Visits

- 1.16.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- 1.16.2 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.
- 1.16.3 Thus, it is deemed that the Tenderer has taken into account all the factors that may affect his Tender in preparing his offer.

1.17 Tender Documents

1.17.1 Content of Tender Documents

The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for Contract NGNDDC: 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 consisting of 9.605 Km Viaduct including 5 elevated Stations and as more particularly described in these documents.

- (a) Notice of Invitation to Tender;
- (b) Instructions to Tenderers including annexures;
- (c) Form of Tender Including appendices;
- (d) General Conditions of Contract;
- (e) Special Conditions of Contract Including Schedules;
- (f) Scope of Work
- (g) Reference documents

(h) Bill of Quantities / Pricing Document;

1.17.2 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.

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

1.18 Clarification of Tender Documents

1.18.1 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 General Manager/ Technical, NMRC forthwith.

1.18.2 During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.

1.18.3 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the GM (Technical), NMRC only within seven days of issuance of tender. The envelopes/ communication shall clearly bear the following identification/ title: "**Engagement of Detail Design Consultant (DDC) for Civil, Architectural and Building Services including E&M works of Noida-Greater Noida Metro Corridor from Sector – 51 Noida to Greater Noida Sector – 2; consisting of 9.605 Km with 5 Stations**". The responses will be posted to all such queries on the official Website www.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.

1.18.4 A pre-submission meeting shall be called on the date mentioned in **Data Sheet** at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ e-Tendering website.

1.18.5 In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.

1.18.6 However, NMRC shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt under Fraud and Corrupt Practices.

1.18.7 Except for any such written clarification by General Manager/ Technical, NMRC which is expressly stated to be by way of an addendum to the documents referred to in paragraphs 1.17.1 (a) to (i) 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.

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

1.19 Amendment to Tender Documents

- 1.19.1 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 amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com. The relevant clauses of the e-Bid document shall be treated as amended accordingly

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 acknowledge receipt of such addenda and include them in the tender submittal.

- 1.19.2 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, and whether as supplements to, or amended versions of such documents.

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

- 1.19.3 It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, NMRC shall not be responsible for it.
- 1.19.4 In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, NMRC, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com.

1.20 Preparation of Tenders

1.20.1 Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and NMRC shall be written in English language. Only English numerals shall be used in the e-Bid. The correspondence and documents in any other language must be accompanied by transcripts verified by the Embassy of Home Country or equivalent.

1.20.2 Documents establishing Bidder's Qualification

- a. The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- b. The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

1.20.3 E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document.

1.20.4 E-Bid Currency

Prices shall be quoted in Indian Rupees only.

2.0 Documents Comprising the Tender

2.1 The Tenderer shall, on or before the date and time given in the Notice Inviting Tender (NIT), submit his Tender in accordance with the provision in clause 5.0 of ITT comprising of following.

- Technical Package of "Contract NGNDDC" as per the provisions given in clause 2.2 below.
- Financial Package of "Contract NGNDDC" as per the provisions given in clause 2.3 below.

2.2 TECHNICAL PACKAGE

2.2.1 The technical package will comprise of following documents, duly completed which in the event of acceptance of the Tender, and shall form part of the Contract:

- Power of Attorney duly notarised to submit Tender as per clause 1.2 of ITT,
- The Memorandum of Understanding MOU (See Clause 1.3 and 1.4) for the consortium or joint venture in case of more than one member,
- Form of Tender (FOT) duly signed by authorised signatory and witnesses as prescribed in tender document.
- Appendix – 1 to the Form of Tender: Requirements under Conditions of Contract;
- Appendix – 2 to the Form of Tender: completed bill of quantities / Pricing Document;
- Appendix – 3 to the Form of Tender: General Information about the Tenderer;
- Appendix – 4 to the Form of Tender: Tender Index;
- Appendix – 5 to the Form of Tender: Undertaking for corrupt & fraudulent practice;
- Appendix – 6 to the Form of Tender: Undertaking for Blacklisting / Deregistration;
- Appendix – 7 to the Form of Tender: Copyright Undertaking;

- Appendix – 8 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 a tender requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the tenderer 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 the BOQ shall be given without considering any deviation in tender conditions. Tenderer to see note of Appendix-8 of FOT;
- Appendix – 9 to the Form of Tender Tentative project implementation programme
- Appendix – 10 to the Form of Tender: Financial Data (Consultancy Works Done)
- Appendix – 11 to the Form of Tender: Financial Data (Consultancy Works in Hand)
- Appendix – 12 to the Form of Tender: Financial Data (Financial Standing)
- Appendix – 13 to the Form of Tender: Work Experience
- Appendix - 13A to the Form of Tender: Summary of information provided in Appendix-13.
- Income Tax return certificates (See clause 2.2 of ITT),
- Technical Proposal.

2.2.2 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 six months and all members of Expertise team shall be regular employees).

- The details of the name, background and CV of any sub-contracted staff with their consent letter who will be employed on the project.
- The names and addresses of any firm who may be given sub-contracts with details of their experience in the 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, Structures and Building Services. The offer should cover the entire Scope of Work, as laid out in tender documents.

The DDC shall establish an office within the premises allotted by NMRC and deploy required staff & facilities therein in consultation with NMRC. The NMRC will provide an unfurnished bare office space equal to 50 sqm (approx.) without any cost to DDC at a mutually convenient place.

- 2.2 The Technical Package shall contain notarised 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.
- 2.3 The Tenderer shall include with his Tender an index which cross refers all the requirements of tender elaborated in these documents to all the individual sections within Contract NGNDDC: Technical Package and Contract NGNDDC : Financial Package which the Tenderer intends to be the responses to each and every one of those requirements.
- 2.4 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 1.19.2 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.

3.0 FINANCIAL PACKAGE

- 3.1.1 The financial package will comprise the Financial Proposal only.
- 3.1.2 The Pricing Document is included in Bill of Quantities/Pricing Document; Volume 3. 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 8A** for such deviation as mentioned in **Appendix 8** of FOT shall be uploaded online.
- 3.1.3 The price of each such minor deviation will be the price which the tenderer agrees to offer to the employer from his quoted offer, 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-8** of FOT shall be considered as if mentioned inadvertently by the tenderer and shall be considered as withdrawn without any confirmation from the tenderer.
- 3.1.4 The Tenderer is to note that the completion period must be adhered to strictly failing which Liquidated Damages shall be levied to the contractor.

3.1.5 The Lump Sum prices entered into the Form of Tender / BOQ should include all costs associated with the contract. These will cover remuneration for staff, transportation, equipment, printing of documents, surveys, etc. Your financial proposal should be prepared using, but not limited to, the formats attached in the tender documents.

3.1.6 The Tenderer should quote lump sum price. The quoted lump sum price should cover all activities as laid down in Scope of Work (Volume 2 of tender documents), that are required for:

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

The lump sum price quoted shall be **exclusive of GST which shall be payable extra as applicable.**

3.1.7 The Lump Sum price will include all taxes, royalties, duties, fees, cess, octroi, other levies etc. and any tax to be deducted at source excluding GST.

3.1.8 The tenderer may quote his offer either in Indian Rupees OR in a combination of Indian Rupees and freely convertible Foreign Currency. The SBI selling rate of exchange at the close of business 28 days before the opening of the tender shall be taken for getting the exchange rates of freely convertible Foreign Currency foreign currencies.

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

4.0 PERIOD OF VALIDITY OF PROPOSAL AND EARNEST MONEY DEPOSIT

4.1 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 Earnest money deposit. 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 Earnest money deposit for the period of the extension.

4.2 The Earnest money deposit of the unsuccessful Tenderers shall be released after unconditional acceptance of the Notice of Award (NOA) by the successful tenderer.

4.3 The Earnest money deposit of the successful Tenderer shall be returned upon the execution of the Contract and the receipt by the Employer of the Performance Security.

4.4 The Earnest money deposit 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 subparagraph 6.11 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.

4.5 Earnest Money Deposit

- a. The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money before the date of submission in the prescribed form, will not be accepted.
- b. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- c. Unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
- d. No interest will be paid by the Purchaser on the Earnest Money Deposit.
- e. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- f. The EMD may be forfeited:
 - i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation within the time limit as per clause .
- g. In case of joint venture/consortia, Bank Guarantee/FDR for earnest money deposit shall be in the name of joint venture/consortia and not in name of individual members.

4.6 Pre-Tender Meeting

- 4.7.1 A Pre-Tender meeting shall be held on the date and location given in the Key details of NIT or as mentioned on website.
- 4.7.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 4.7.3 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
- 4.7.4 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 1.16 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 1.16.

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

4.8 Format and Signing of Tender

4.8.1 The Tenderer shall prepare and submit tender documents, as described in paragraph 2 and 3 of these Instructions to Tenderers.

4.8.2 The tenderer shall ensure that the whole tender submission shall be digitally signed by a person duly authorised to sign on behalf of the Tenderer, pursuant to sub-paragraphs 1.2,

4.8.3 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.

4.8.4 Bidders should provide all the information as per the RFP and in the specified formats. NMRC reserves the rights to reject any proposal that is not in the specified formats.

4.8.5 In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

4.8 Deadline for submission of e-Bid

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). NMRC may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of NMRC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

5. SUBMISSION OF TENDERS

- a. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by NMRC.
- b. Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
- c. The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- d. Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

5.1 The Bidders have to follow the following instructions for submission of their e-Bid:

- a. For participating in e-Bid through the e-Bidding system it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration.
- b. In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the

Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.

For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. NMRC shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

- c. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).
- d. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- e. Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- f. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- g. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can

take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.

- h. NMRC reserves the right to cancel any or all e-Bids without assigning any reason.

5.2 Late e-Bid

- a. Bids received by NMRC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- b. The server time indicated in the bid management window on the e- procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- c. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

5.3 Withdrawal and resubmission of e-Bid

- a. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.
- b. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- c. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.
- d. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

- e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

5.4 NMRC's right to accept any e-Bid and to reject any or all e-Bids.

- a. Notwithstanding anything contained in this e-Bid, NMRC reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. NMRC reserves the right to reject any Bid if:
- At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by NMRC, the supplemental information sought by NMRC for evaluation of the e-Bid.
- c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest ranking Bidder gets disqualified / rejected, then the NMRC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of NMRC, including annulment of the Selection Process.

5.5 Period of validity of e-Bid

- a. e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by NMRC. An e-Bid valid for a shorter period shall be rejected by NMRC as non-responsive.
- b. In exceptional circumstances, NMRC may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.

5.6 Correspondence with the Bidder

- a. Save and except as provided in this e-Bid, NMRC shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- b. No Bidders or its Technical Partners shall contact NMRC on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- c. Any effort by the Bidder or by its Technical Partners to influence NMRC in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

5.7 Opening and Evaluation of Bids

5.7.1 Opening of technical e-Bid by NMRC

- a. NMRC will open all technical e-Bids, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at NMRC Office. The Bidder's representatives who are present shall submit the letter to NMRC on the letter head of the company stating that the representative (name) is authorized to attend the meeting (Please note – The representative is required to carry a copy during pre-bid and other related meetings as well). He / She shall sign a register evidencing their attendance at NMRC. In the event of the specified date e-Bid opening

being declared a holiday for the Corporation, the e –bids shall be opened at the appointed time and place on the next working day.

- b. The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Bid Processing Fee and EMD must be submitted in the prescribed account of NMRC within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- c. The Bidders names and the presence or absence of requisite e-Bid security and such other details as NMRC at its discretion may consider appropriate, will be announced at the opening.

5.8 Opening of financial e-Bid

- a. After evaluation of technical e-Bid, through the evaluation committee NMRC shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids will not be opened.
- b. NMRC will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Corporation. The notification may be sent by e-mail as provided by Bidder.
- c. The financial e-Bids of technically qualified Bidders shall be opened in the presence of technically qualified bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder.

5.9 Examination of e-Bid document

- a. The NMRC will examine the e-Bid to determine if:
 - i. They are complete;
 - ii. They meet all the conditions of the contract;
 - iii. The required e-Bid Processing fee, EMD and other required documents have been furnished;
 - iv. The documents have been properly digitally signed; and
 - v. The e-Bids are in order.
- b. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

5.10 Contacting NMRC

- a. No Bidder shall contact NMRC on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing.

- b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Metro works and legal proceeding can also be initiated. EMD of such bidders will be forfeited.

5.11 Confidentiality of Tender Information and Copyright

- 5.11.1 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.
- 5.11.2 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 tenderers tender.

5.11.3 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 6.11.

6.0 Evaluation of Tenders

Cost of tender Document, Earnest money deposit and Technical documents will first be evaluated which will cover following items:-

- 6.1 **General Evaluation:** First of all it will be determined whether valid 'Cost of Tender Documents' and valid 'Earnest money deposit' are submitted in respect of each tender (i.e. the required amount and in an acceptable form). Tenders for which valid 'Cost of Tender Documents' and valid 'Earnest money deposit' are not submitted shall be considered non-responsive and liable to be rejected summarily. Other aspects of general evaluation will be done as per **clauses 6.2, 1.2, 1.3, 1.4 and 1.11 of ITT.**
- 6.2 **Evaluation of minimum eligibility criteria** – This evaluation will be done to check if the tenderer qualify the minimum eligibility criteria of "work experience", "Financial standing", "Bid Capacity" and "Additional Requirement" criteria as laid down in Clause 1.1.3.2 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.
- 6.3 **Evaluation of Responsiveness**

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

6.4 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.
- which contains any deviation in earnest money deposit 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.

6.5 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.

6.6 Evaluation of Technical Proposal & other technical data:

- 6.6.1 The Employer will evaluate the technical suitability and acceptability of the proposals as per the requirements of tender. The evaluation shall be based on the documents submitted as per clause 2 & 3 of ITT and earnest money deposit as per clause 4 of ITT. Tenderer(s) may be asked to make a presentation of their proposal to NMRC team for evaluation.
- 6.6.2 Where a tenderer's technical submittal has major inadequacies his tender will be considered to be non-compliant and will be rejected.
- 6.7 Tenders not considered substantially responsive and not full-filling the requirements of the tender document as evaluated as per item 6.1 to 6.6 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.
- 6.8 If any tender is rejected, pursuant to paragraph 6.7 above, the Financial Package of such tenderer will not be opened on the website.

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

6.10 Evaluation of Financial Proposals

- 6.10.1 All technically acceptable tenders will be eligible for opening of their financial proposals.

All technically qualified will be notified through E-procurement web-site. The financial proposal will then be opened online through website. Tenderers can also check financial proposal of other tenderers online.

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

- 6.10.3 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.

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

- 6.10.5 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.

6.11 Correction of Errors

- 6.11.1 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

- 6.11.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the earnest money deposit forfeited.

6.12 Comparison of Tenders

- 6.12.1 Tenders will be compared in Indian Rupees only.

- 6.12.2 If any change in the requirements of the tender is considered necessary during technical evaluation, the tenderers who meet the requirements of tender conditions, and whose technical offers are found to be substantially responsive in accordance with paragraph 6.0 of ITT, will be given an opportunity to revise their financial package.

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

- The overall amount quoted by the tenderer for the BOQ.

The total value thus obtained shall be compared amongst various tenderers to determine the lowest evaluated tender.

6.12.4 If the lowest tenderer as evaluated as per clause 6.12.3 of ITT 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.

6.12.5 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.

7.0 AWARD OF CONTRACT

7.1 Subject to paragraph 7.2 of ITT, 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 6.0 of ITT and who has offered the Lowest Evaluated Tender Price as per paragraph 6.12.3, subject to the quoted amount is considered to be acceptable.

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

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

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

7.3 Notification of Award

7.3.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by telephone or Tele-fax, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Notice of Award') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Notice of Award" will be issued under signature of a General Manager/ Technical of NMRC . The "Notice of Award" 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 along with their Letter of Acceptance (LOA), within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

7.3.2 The Notice of Award will constitute a part of the contract.

- 7.3.3 Upon “Notice of Award” being signed and returned by the successful Tenderer as per Clause 7.3.1, the employer will promptly notify the unsuccessful Tenderers and discharge / return their tender securities.

8.0 PERFORMANCE GUARANTEE

- 8.1 The Performance Guarantee will be 10% of the Contract Price. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance.

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

- (a) Irrevocable bank guarantee in the prescribed format, given in Annexure-2 of Instruction to Tenderers (ITT), issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign bank.
- (b) Bank Draft in favour of Noida Metro Rail Corporation Ltd. payable at Noida from a Scheduled Commercial Bank based in India.
- (c) Fixed Deposit Receipt of a Scheduled Commercial bank / Post offices based in India duly pledged in favour of Noida Metro Rail Corporation Ltd.

In case of joint venture/consortium, the Performance Security is to be submitted in the name of the JV / Consortium. However, splitting of the performance security (while ensuring the security is in the name of JV / Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their scope of work is also acceptable.

The Performance Guarantee shall remain valid up to 24 months after 'the date of completion as mentioned in the completion certificate' OR 'the date on which all the stations/structures /buildings on the section/corridor are put to use for fare paying public and E&M systems are tested and put to use' whichever is later. If the commissioning date is extended, for whatsoever reason, the Bank Guarantee shall be suitably extended.

9.0 Signing of Agreement

- 9.1 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 Annexure-3 of ITT with such modifications as may be considered necessary at the time of finalisation of the contract within a period of 30 days of submission of Performance Security or 60 days from the date of issue of the Notice of Award whichever is later.
- 9.2 Failure of the successful Tenderer to comply with the requirements of paragraphs 8.1 and 9.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest money deposit.

9. ADDITIONAL INFORMATION

- 9.1 Every effort will be made to provide additional information to tenderer that has been requested in writing. However, requests for additional information, and any delay in providing information is

entirely at tenderer's risk, and shall not be considered as a reason for late delivery of tenders or a reason for delaying the submission of tenders by the stated date.

- 9.2 Any information provided by NMRC that is not given in writing, in response to request for additional information, shall not be considered by NMRC and shall not be accepted as a reason for late delivery of tenders or a reason for delaying the submission of tenders by the stated date.

ANNEXURE -1

Deleted

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this..... day of..... (month & year) between Bank of..... (hereinafter called the “Bank”) of the one part, and Noida Metro Rail Corporation Limited (hereinafter called “the Employer”) of the other part.
2. Whereas Noida Metro Rail Corporation limited has awarded the contract for(name of work) (hereinafter called “the contract”) to M/s.....(Name of the Contractor)....hereinafter called “the Contractor”.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of ₹..... (Amount in figures and words).
4. Now we the Undersigned..... (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of ₹.....(Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately/same day on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s/ Arbitral Tribunal relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for a period of 12 months after completion of work as per clause 4.7 section 4).
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no changes, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

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11. The expressions “the Employer”, “the Bank” and “the Contractor” herein before used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rs.)
 - (b) This Bank Guarantee shall be valid up to
 - (c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:

Designation:

I.D. No. :

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named_____

In the presence of:

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.
2. The ‘Bank Guarantee’ shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.

ANNEXURE -3

FORM OF AGREEMENT

This Agreement is made at Noida on day of (month & year) by and between:

- (1) Noida Metro Rail Corporation Limited, with office located at Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301, hereinafter referred to as the “NMRC” or the “Employer”, as the case may be, of the one part, and;
- (2)(Name of DDC) [Note 1] comprising:
- a), a company registered and existing under the laws of, with head office located at, represented by Mr. and Mr. authorised to sign and bind the company, under the Power of Attorney dated and the Board Resolution dated [Note 5]
 - b), a company registered and existing under the laws of, with head office located at, represented by Mr. and Mr. authorised to sign and bind the company, under the Power of Attorney dated and the Board Resolution dated [Note 5]
 - c), a company registered and existing under the laws of, with head office located at, represented by Mr. and Mr. authorised to sign and bind the company, under the Power of Attorney dated and the Board Resolution dated [Note 5]

[Note 2] who shall be jointly and severally liable for the undertaking of this contract;

hereinafter [Note 3] collectively referred to as the “Consultant” of the other part.

WHEREAS the Consultant has established a [Note 4] in accordance with Indian law and offered a tender for the Detailed Design Consultancy of a rail based mass rapid transport system by procuring the DDC for Civil, Architectural and E & M Works for Sector – 51 Noida to Greater Noida Sector – 2, Greater Noida corridor as mentioned in contract documents and agrees to undertake performance thereof under the terms and conditions set forth in this Contract.

Both parties hereby agree as follows:

Clause 1

NMRC agrees to hire and the Consultant agrees to be hired to implement the '**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 with 5 Stations**' under the terms and conditions specified in this Contract Agreement and the other Contract Documents attached hereto as follows:

1. The Notice of Award (NOA);
2. **Volume 1**
 - Notice Inviting Tender
 - Instructions to Tenderer
 - Form of Tender
 - General Conditions of Contract
 - Special Condition of Contract
3. **Volume 2**
 - Scope of Work
4. **Volume 3**
 - Financial Package (Part –I, II & III)
5. **Volume 4**
 - Outline Design Criteria - Railway Geometry, Bridges And Viaducts
 - Outline Design Criteria - Geo-Technical, Foundation And Railway Formation Works
 - General Planning Criteria
 - Building Services
 - Interface Scheme Management
 - Design Criteria (Depot, Yard and Workshop)

All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract Documents. Also incorporated into these Contract Documents, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, ambiguity or discrepancy between the contents of the Contract Documents, the order of precedence shall be according to the General Conditions of Contract.

6. Any other Document

Clause 2 – Obligation of the Consultant:

The Consultant agrees, subject to the terms and conditions of the Contract Documents, to perform efficiently and faithfully all of the works of design and consultant '**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**' and other design consultancy

services necessary for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract Documents.

Clause 3 – Obligation of the Employer:

The Employer agrees, subject to the terms and conditions of the Contract Documents, to pay the Consultant the amount specified, and at the rates and terms and in the manner set forth in the Contract Documents.

Clause 4 – Value of Services and Completion Time:

The Employer agrees to pay for the total cost of the Works and the Consultant agrees to accept the sums mentioned below in the following currencies, to be the total cost for the Service carried out by them as part of their obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on him by the Contract.

Fixed Lump Sum Price of:

Rupees (in words)

Rupees (in figures)

subject to adjustment in accordance with the provisions of GCC.

The above amounts include all taxes, royalties, duties, fees, cess, octroi, other levies etc. and any tax to be deducted at source excluding GST.

The Consultant shall complete the Works within Twenty Four (24) months (refer Clause 3 of SCC) from the date of commencement.

Clause 5 – Notices:

All notices called for by the terms of the Contract Documents shall be in writing in the English language and shall be delivered by hand or by registered mail, acknowledgement due, to the parties' addresses given below. All notices shall be deemed to be duly made when received by the party to whom it is addressed at the following addresses or such other addresses as such party may subsequently notify to the other:

Employer	Noida Metro Rail Corporation (NMRC) Limited Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India
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Consultant
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Clause 6 – Integration

The Employer and the Consultant agree that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that it integrates, combines, and supersedes all prior and

contemporaneous negotiations, understandings, and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 7 – Governing Law

This Contract is enforceable and construed under the laws of the Republic of India.

Clause 8 – Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 9 – Jurisdiction of Court

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.

NMRC, the Employer

Noida Metro Rail Corporation Limited

[Note 6]....., **The Consultant**

(a)

.....

(.....)

WITNESS

(b)

.....

(.....)

(.....)

(c)

.....

(.....)

WITNESS

(.....)

Notes: (for preparation of but not for inclusion in the engrossment of the Contract Agreement)

- 1 If the Consultant comprises a partnership, consortium or joint venture, liability will be joint and several, and each member thereof must be identified.

2. In the case that the Consultant comprises a single company, this line should be deleted entirely, as also should be paragraphs (b) and (c) above.
3. In the case that the Consultant comprises a single company, the word “collectively” should be deleted from this line.
4. Enter the appropriate nature of the Consultant; company, partnership, consortium or joint venture as the case may be.
5. Enter the date of the appropriate resolution.
6. If the Consultant comprises a partnership, consortium or joint venture, each member thereof must execute.

Annexure-4

SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

____ Sd.____

Name of Bank:_____

Senior Bank Manager_____

Address of the Bank_____

- **Change the text as follows for Joint Venture:**

This is to certify that M/s who has formed a JV with M/s and M/s for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above joint venture, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to M/s to meet their working capital requirements for executing the above contract.

[This should be given by the JV members in proportion to their financial participation]